



Regional Housing Authority

Low Rent and Home Ownership Assistance Programs (HOAP) ADMISSIONS & OCCUPANCY POLICY

FOR

Units Administered by

Tlingit Haida Regional Housing Authority

Revised May 2, 2025 RES 25-06

Adopted by the Board of Commissioners on September 11, 2020 RES 20- 22

This edition of the Low Rent and Home Ownership Assistance Programs (HOAP) Admissions and Occupancy Policy was adopted by the Board of Commissioners of the Tlingit-Haida Regional Housing Authority

This document, and its subsequent amendments, supersede all prior editions of the Low Rent and Home Ownership Assistance Programs (HOAP) Admissions and Occupancy Policy.

Index

Low Rent and Home Ownership Assistance (HOAP) Admissions and Occupancy Policy

<u>ARTICLE</u>	<u>PAGE</u>
I. STATEMENT OF TLINGIT – HAIDA REGIONAL HOUSING AUTHORITY	3
II. DEFINITIONS	3
III. PURPOSE AND LOCATIONS OF PROJECT.....	8
IV. ELIGIBILITY / ADMISSION / OCCUPANCY AND TERMINATION STANDARDS OF POLICY	8
V. VERIFICATIONS	10
VI. ELIGIBILITY DETERMINATION FOR HOAP OR LOW RENT UNITS	13
VII. WAITING LIST	17
VIII. SELECTION OF FAMILIES	18
IX. SELECTION CRITERIA FOR BEDROOM SIZE OF UNIT.....	22
X. ADMISSION INTO THE PROGRAM	23
XI. USE OF THE HOME	23
XII. MONTHLY RENTAL CHARGES	23
XIII. PURCHASE OPTION.....	25
XIV. TRANSFERS WITHIN THE HOAP OR LOW RENT PROGRAM.....	25
XV. CERTIFICATION AND RECERTIFICATION OF INCOME	26
XVI. INSPECTIONS OF UNIT	26
XVII. TERMINATION.....	27
XVIII. INCOME AND DEDUCTIONS.....	27
XIX. TENANT’S RESPONSIBILITY FOR MAINTENANCE.....	27
XX. GENERAL TENANT OBLIGATIONS	29
XXI. COUNSELING.....	30
XXII. GRIEVANCES	30
Attachment A - - Selection Rating	31
Attachment B - - Social Security Numbers	36
Attachment C - - Maintenance & Inspection Policy	
Attachment D - - Pet Policy for Tenants	
Attachment E - - Methamphetamine Testing & Remediation Policy	
Attachment F - - Complaint and Grievance Policy	

I. STATEMENT OF TLINGIT-HAIDA REGIONAL HOUSING AUTHORITY

This is the Admissions and Occupancy Policy for two kinds of rental projects; one is the standard Low Rent rental program and the other, which is called the Home Ownership Assistance Program, otherwise known as "HOAP," is a rental program that can result in home ownership.

The implementation and interpretation of this policy should also consider, to the extent applicable, pertinent statutes and regulations found in: Title VI of the Civil Rights Act of 1964, Fair Housing Act, and Section-3 of the Housing and Urban Development (HUD) Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age discrimination Act of 1975, the Americans with Disabilities Act, and any legislation protecting the individual rights of Tenants, applicants or staff which may be subsequently enacted.

It is also the policy of the Tlingit-Haida Regional Housing Authority to: Comply with the Department of Housing and Urban Development Housing Quality standards (HQS). Adopted as HQS are those applicable to the Section – 8 Program and set forth in 24 CFR 982.401 (April 1, 1999). Additional details in the Maintenance & Inspection Policy contained in Attachment C.

II. DEFINITIONS

Amortization Table: This is an accounting schedule used to determine the current purchase price of a Unit in the HOAP program, if the HOAP Purchase Option is exercised. The amortization is based on an initial unit Appraised Value combined with a 360-month term and the Alaska Housing Finance Corporation (AHFC) First-time Tenant interest rate then in effect. The Low Rent Program does not have an Amortization Table as the Low Rent Program has no Purchase Option or opportunity for ownership of the Unit.

Adjusted Annual Income: Adjusted annual income is the anticipated total income from all sources expected to be received by the family head, spouse, and by each additional member of the household, including all net income derived from assets, for the twelve (12) month period following the effective date of the initial determination or reexamination of income, exclusive of certain types of income. ANCSA dividend payments received over and above the first \$2,000.00 of regular periodic dividend payments, per individual, per annum from an Alaskan Native Corporation or Corporations formed under the Alaska Native Claims Settlement Act ("ANCSA") will be considered annual income. However, sporadic or irregular cash payments, per individual, per annum, will not be considered annual income. The Alaska Permanent Fund Dividend income shall only be used for the purpose of determining eligibility at the time of move-in. Alaska Permanent Fund Dividend payments shall not be taken into consideration for the purpose of calculating and determining the monthly rent charge. However, should a household request that this income be counted, THRHA will request that all adult household members sign an affidavit to validate this request.

American Indian or Alaska Native (AIAN): Any person recognized as being an American Indian or Alaska Native by an Indian tribe, the Federal Government or any state and eligible for THRHA subsidy.

Annual Income: Anticipated income from all sources received by the family head, spouse, and by each additional household member. All net income is derived from assets for the twelve (12) month period following the effective date of initial determination or recertification of income. Income will be calculated using the HUD approved methods as listed in the latest HUD Handbook 4350.

Area Office of Native American Programs: The HUD offices which have been delegated authority to administer programs under the Native American Housing and Self Determination Act (NAHASDA) for the areas in which Alaskan IHA's are located. (Anchorage, Alaska)

Board of Commissioners: This is the Governing Board of the THRHA.

Child: A member of the family, other than the family head or spouse, who is under the age of eighteen (18) years of age.

Covered Utilities: These are utilities, if any, that are paid for directly by the landlord, as specified in the lease.

Dependent: A member of the family household (excluding foster Children) other than the family head or spouse, who is under eighteen (18) years of age or is a disabled or Handicapped Person or is a full time student.

Disabled Person: A person who is under a disability as defined in section 223 of the Social Security Act (42 U.S.C. (423) or who has a developmental disability as defined in section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. (6001 (7)).

Displaced Person: A person displaced by state, federal or local governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under the federal disaster relief laws.

Elderly Family: A family whose head or spouse (or sole member) is an elderly, disabled, or handicapped, as defined in this section, it may include two or more elderly, disabled, or handicapped persons living together, or one or more of these persons living with one or more live-in aides, as defined in this section.

Elderly Person: A person who is at least 62 years of age.

Eligible Low-income Families: Families whose annual income is not below or does not exceed between 30 - 80 percent of the median income for the area, as determined by HUD with adjustments for family size.

Emergency Repairs: Physical repairs of an emergency nature, posing an immediate threat to the health or safety of residents which shall be completed as soon as possible, see Attachment C.

Estimated Appraised Value: This is the specific unit valuation determined fair and appropriate for each project unit through comparable sales or a specific appraisal and is solely at the discretion of the THRHA President/CEO (or designated assignee) and agreed to by a tenant when accepting a home.

Family: Two or more persons related by blood, marriage or adoption, or who have evidenced a stable family relationship by living regularly together in the same dwelling unit for at least one (1) year; in addition to:

1. An Elderly family or single person as defined in this section;
2. The remaining member of a tenant family; and
3. A displaced person.

Property Manager: Otherwise known as “Field Rep” is the THRHA position within each community that is assigned to do Move-in and Move-out Verifications, unit and common area maintenance and unit renovations and repairs and sometimes to deliver documents and notices to Tenants.

Finalist: This is a member of a subgroup of applicants who are selected based on preference points and time and are advanced into a full and final formal selection process and is generally but not limited to being used during a project’s initial rent-up process.

Gross Annual Income: This is the household’s total annual income before taxes and other deductions are taken and include the Alaska Permanent Fund Dividend payments.

Gross Monthly Charge - HOAP: This is the rental charge amount that is determined by multiplying the household’s adjusted Monthly Income by 28%, and then adding an amount determined by

Landlord for taxes and insurance.

Handicapped Person: Any person who has a physical or mental impairment that substantially limits one or more major life activities; and has a record of such or is officially regarded as having such impairment.

Head of Household (or “Family Head”): The adult member of the family who is the head of the household.

HOAP Maximum Monthly Charge: Is determined by the lower of these two figures: (i) The monthly amortization amount for the home, as determined by the applicable amortization table for the dwelling, plus a pre-determined sum for taxes and insurance; or (ii) the Median Market Rental Rate, less the applicable Utility Allowance

Homeownership Assistance Program (HOAP): Is a Lease to purchase agreement program.

HUD: The Department of Housing and Urban Development.

Home Grant: This is a public project funding source which creates additional administrative requirements, public rental units and possibly a differing maximum monthly charge.

HOME Units: There are a number of these units in each project that is financed, to a limited degree, with a Home Grant. The number of units is related to the proportion of funding to the entire development cost and rounded up to a whole unit. These units are considered available to the public, regardless of race, and have maximum rents scheduled.

Application: This application consists of a brief description of the information on preferences an applicant may be eligible for, the applicant questionnaire and the notice and consent for the release of information. This is a standardized form that is used as the gateway to all housing programs.

Insufficient Income: This is when the household’s calculated monthly charge based on adjusted monthly income is less than minimum charge for the unit.

Lease: This is the document that formalizes the relationship between the tenant and the THRHA. It outlines the rights and responsibilities of all parties and is a legally enforceable obligation.

Live-in Aide: A person who resides with elderly, disabled, or handicapped person or persons and who:

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

Lump-sum: Payments that are an accumulation of payments from preceding periods in which an eligible person did not receive entitlement due to a delay in verifying eligibility or retroactive enrollment due to previous denial or discontinuation of benefits.

Material Non-Compliance: This refers to a violation of one or more of the terms of the lease or applicable law, unless that violation is trivial, causes no harm to THRHA or other residents of the neighborhood, is nonrecurring, and is immediately cured upon discovery. Example: Every late payment of rent, regardless of how late, is material.

Low Rent Maximum monthly charge: The maximum monthly charge is the predetermined maximum rent charge set by the landlord.

Minimum rent charge: For the Low Rent program is the minimum rent charge established by the landlord, which is based on, but not limited to, the actual cost of utilities for the rental unit such as water, sewer, garbage, electricity, heating fuel, maintenance, and any administrative charge associated with the cost of operating and overseeing the rental unit.

Median Family Income: This is the estimated middle-income level for a community that is based on

household size and determined by HUD and forms the basis for determining applicant eligibility.

Minimum Monthly Amount to Achieve Amortization: There is a minimum monthly amount that the 28% of adjusted monthly income must equal or exceed to acquire another month's amortization on the amortization table applicable to HOAP dwellings with a purchase option. This minimum monthly charge starts at \$250.00 in the first year and increases by \$5.00 per year thereafter. The minimum monthly amount to achieve amortization does not affect that actual amount of rent due from the tenant in that month.

Monthly Charge – L/R: This is the monthly rental charge that is determined by multiplying a household's adjusted monthly income by 30%. There may or there may not be a utility allowance deducted. At the landlord's discretion, a smaller percentage of adjusted monthly gross income will be utilized for seniors living in landlord-designated one-bedroom units, as provided in Section XII (2) of these Policies. At the landlord's discretion, a minimum or floor rent may be set in order to ensure viability of the unit/development/project. Households whose adjusted monthly income multiplied by 30% is less than the minimum or floor rent will be notified in writing of the insufficient income and will be deemed ineligible for that unit in which the vacancy was posted.

Monthly Income: One-twelfth of Annual Income, as determined in accordance with these Policies.

Near-Elderly Person: A family whose head or spouse (or sole member) is at least 55 years of age but below the age of 62.

Net Monthly Charge: For HOAP units, it is determined by subtracting a specific project-based and unit size utility allowance from the unit's gross monthly charge, subject to (i) the maximum monthly charge; and (ii) a utility allowance for non-covered utilities

Non-Compliance: This is a condition where a tenant has violated provisions in his or her lease or applicable law. This may include actions that may disturb and/or may cause harm to the other residents or the neighborhood and is recurring and not cured after discovery.

Occupancy Specialist: THRHA Housing Management employee position that is assigned to coordinate and communicate between assigned tenants and the THRHA.

Occupancy Standard: Standard that determines the appropriate size of the housing unit to match the family size.

Permanent Fund Dividends (PFD): The PFD for all members of the household shall only be used for the purpose of determining eligibility at the time of the initial move-in. The PFD shall not be taken into consideration for the purpose of determining the monthly rent.

Pets: No pets are allowed unless the tenant completes a pet application and receives written consent from THRHA. See Pet Policy Attachment D.

Preference Points: These are used in the selection process and there are a variety of points, detailed in Attachment A, which all applicants are equally eligible for and are primarily granted based on need or to help fulfill societal priorities. Increased preference points mean increased likelihood of selection by in-effect moving the applicant toward or to the top of the applicant waiting list. The applicants on a community's waiting list are maintained in decreasing order by the number of preference points. Valid preference points are no guarantee of being selected unless the applicant also meets all eligibility criteria. All preference points may not be available for all waiting lists. Applicable preference points will be listed on the posted notice of vacancy.

President/CEO: This is the highest administrative level of THRHA management who reports to the Board of Commissioners.

Project Rent-Up: This is the period before the opening of a new project in which the applicants on a community waiting list are closely scrutinized for preference points and eligibility and results in the initial selection of the tenants for the project.

Project Set-Asides: For HOME units, these are the two Income levels that applicants' income must fall under to be considered eligible Tenants. (e.g. 60% of units at 50% of MFI and 40% of units at about 60% of MFI).

Purchase Option: For HOAP units, this is a separate contractual agreement between tenant and landlord. If the tenant is granted a purchase option, it will be appended as an Addendum B to the Lease.

Restrictive Covenants: Sometimes applicable to projects due to unusual funding sources wherein specific project characteristics are legally tied to the unit regardless of who owns it.

Public Rental Assistance Voucher: Example: Monthly rental subsidy program administered by AHFC that some tenants may possess and that THRHA accepts.

Security Deposits: THRHA will comply with legal limits on security deposits and prepaid rent as outlined in AS 34.03.070. The deposit may be used for unpaid rent, cleaning and repairs beyond normal wear and tear.

Selection Committee: This is a three (3) person committee, composed of housing professionals, selected by the President/CEO to make recommendations regarding which applicants become finalists, and which are selected to live in any rental unit or HOAP unit.

Single Person: A person who lives alone or intends to live alone, and who does not qualify as:

1. An elderly family;
2. A displaced person; or
3. The remaining member of a tenant family.

Social Security Number: The applicant or tenant must provide verification of each family member's social security number (SSN) for all family members over six (6) years of age.

Tenant: As used in this policy and the lease, the person(s) signing the lease. All household members age 18 and older must sign the lease at the time of move-in or if the household composition increases (at the landlord's discretion), or at any applicable lease renewal.

Tenant Income Verifications: These are documents that are used to verify the accuracy of tenant income assertions.

THRHA: Tlingit-Haida Regional Housing Authority.

Unit Percentage: This is the maximum income percentage of median family income that an applicant can have to be eligible for the program and is typically less than 80%.

Unit Purchase Price: This definition applies only to the HOAP program. The amount of the purchase price is determined as set out in these Policies.

Utility Allowance: This is a credit that can be used to reduce the monthly charge for non-covered utilities as specified in the lease. The amount of the utility allowance is based on AHFC's published rates.

Verifications: This is documentary evidence gathered by the Occupancy Specialist to verify relevant household income or other applicant or tenant representations.

III. PURPOSE AND LOCATIONS OF PROJECTS

There are three HOAP projects that are specifically identified as: Juneau (Project AK94B004047); Petersburg (Project AK94B004065); and Wrangell (Project AK94B004067).

There are Low Rent housing projects located in ten (10) communities. Some rental projects are entirely Public (HOME units), while others are Native only. Additionally, some projects have unit preference for the elderly, while others do not. A complete listing of the preference points can be found in Attachment A to these Policies.

THRHA will accept applications from anyone interested in applying for housing in any communities where THRHA affordable rental or homeownership housing exists or may potentially exist. Each application is processed and ranked according to their selection preference points, time and date of submission. Units should also be matched to household needs and efforts made to avoid underutilization of the units. Waiting lists are used by THRHA during the selection process and are only open when there is a vacant unit in a specific development/project. This period of time is known as the application period.

IV. ELIGIBILITY / ADMISSION / OCCUPANCY AND TERMINATION STANDARDS OF POLICY

APPLICATIONS:

- A. General.** THRHA shall obtain a fully completed application for admission from each household that wishes to participate in any THRHA housing program. The additional filing of an application by a family participating in another THRHA program is acceptable, and it shall not affect their current occupancy status in that program or the status of their application. The application pool is open to everyone regardless of race or creed.
1. THRHA will offer an application packet to any person that desires to apply.

If the applicant requests to speak with a housing specialist an effort should be made to accommodate them or if necessary, schedule a meeting. Even if an informal discussion indicates that the applicant may not be eligible there must be no effort to discourage the applicant from applying. The additional data may be beneficial in finding alternative solutions.
 2. The applicant(s) must fully complete the application, and the application must be signed and dated by the applicant and all adults in the household. Upon receipt by THRHA staff, the application must be appropriately date stamped, entered into an application received log and initialed by a THRHA representative.
 3. All applications received during an open application period must be processed to the extent necessary to tentatively determine both program eligibility and applicable preference points.
- C. Application for admission.** The application for admission must be filled out by the applicant, or if necessary, by an interviewer. At a minimum, THRHA staff must be sure to collect the names of all persons who would be living in the unit, their sex, date of birth, and relationship, including the following information:
1. The applicant's address and telephone number.
 2. Family characteristics or circumstances (e.g., living in substandard housing) which would qualify for resident selection preferences.
 3. Social security numbers for all members of the household who are six (6) years of age or older; social security cards or other documentation deemed acceptable as stated in the HUD handbook must also be collected.

4. Information about previous landlords, creditors and anyone else who may assist THRHA in determining the applicant's prior credit history and suitability for admission.
5. An estimate of the household's anticipated gross annual income for the next twelve (12) months and the detailed sources of that income.
6. A copy of the applicant's last tax return if deemed necessary to determine or verify household income.
7. The names of previous and current employers, banks, and any other information THRHA requests to verify the applicant's income, deductions, and to verify the family composition.
8. Other items which will be of use in determining tenant potential, selection and/or placement. (i.e., census or enrollment number, prior criminal history, current housing conditions, identification of need or other preference criteria). Proof of (AIAN) tribal enrollment is required for at least one member of the household.

D. Application. To be considered complete, the application must include:

1. The head of the household and all other adults in the household should be aware of the contents of the application and must sign the certification at the end of the applicant questionnaire. This document may be revised to contain any other pertinent information determined appropriate by the program manager or the President/CEO.
2. The application may also include a HUD form #9887 and 9887a Notice and Consent for the Release of Information.

E. The Application Process.

1. In accepting the application, THRHA will ensure that all applicable responses are completed and may require copies of all necessary documentation (e.g., birth certificates for children, social security cards for all household members, tax returns, proof of AN/AI), to verify the information the applicant has provided.
2. In addition to obtaining information from the applicant, THRHA shall describe the housing programs and their requirements, and provide specific information on THRHA's programs, including the number, type, size (by bedrooms) and program characteristics for which the applicant is applying.
3. THRHA shall make an effort to inform applicants about other housing assistance programs available in the general areas (e.g., Section 8 existing or PHA low-income public housing), and if a family is interested, advise them how to apply.
 - a. THRHA should, when possible, provide materials or assistance for sight-impaired, hearing-impaired, and handicapped persons.
 - b. THRHA may make special arrangements to take the applications of persons who are unable to come to THRHA's offices, such as handicapped or disabled persons.

5. THRHA staff should be careful to avoid discouraging families from applying, or rejecting applicants based on their “apparent ineligibility”. This does not include questions asked about household income or programmatic constraints.

V. VERIFICATIONS

- A. **General.** To enter any of the housing programs, the application documentation and verifications should be current within ninety days of tenant selection.

All statements made by the family in the application or during a reexamination of family income that may affect the determination of eligibility, selection, placement or level of payment for housing are subject to verification. As a condition of admission to (or continued occupancy of) any unit, THRHA shall again require the execution of a HUD-approved release of information and consent form which must be signed by the family head and any other family member with income, assets, etc., to be verified. THRHA shall request an applicant to execute the self-affidavit forms in cases where an adult has not reported any income source or that child support is not being received.

Information is processed at the time of receipt of the application to determine eligibility. THRHA will formally have a third-party verify all financial information prior to the time of selection/admission.

- B. **Information to be Verified.** THRHA shall verify applicant information in at least the following areas:

1. **Income.** THRHA shall seek third-party written verification through employer(s) or a public agency; or review of documentation provided by the family such as benefit checks, canceled checks, etc.

Where the family income is derived solely from cash transactions or through barter, THRHA may rely upon certification by the head of the household as to the family's income through the use of a “Non-working Self-Affidavit” and/or “Zero Income Self-Affidavit”. THRHA's applicant or tenant file shall include a certification issued by the appropriate THRHA employee where third-party verification is not available. Every effort should be made to identify possible revenue sources. Whenever possible, the applicant should provide a self-affidavit certifying anything that is otherwise not verifiable by a third party.

2. **Assets.** THRHA shall verify the applicant's assets for use in determining the total household income potential and program eligibility. Sources of verification might include savings and checking account statements, newspaper stock quotations, local government-assessed property values, tax returns, etc.
3. **Family Size and Composition.** THRHA may rely upon the declaration of the applicant or home visits as to size, composition, and family relationships among members, i.e., birth certificate. If the size of the household appears uncertain or tenuous, staff should strive to identify true household composition. Aside from newborn and immediate family members in a household must have lived in the household for at least a year in order to prevent any effort to artificially establish income eligibility or defeat underutilization screening.
4. **Age of Family Members.** It may be necessary to verify age when it is a factor in determining eligibility selection or required payment.
5. **Social Security Numbers.** (See Attachment B)

6. **Student Status.** Verification from the school that he/she is considered a full-time student.
7. **Selection Preferences.** (See Attachment A)
8. **Divorce or Legal Separation.** THRHA must receive official evidence of any pending divorce or separation.
9. **Falsification.** Any false information provided by the applicant that materially affects eligibility will be grounds for denial of the application, or if selected, termination from the program.
10. **Failure to Certify Accuracy.** Failure of the applicant to complete and sign the required application and other forms required of THRHA constitute grounds for denial of the application.

C. **Verification Forms.** All verification forms utilized for third-party verification should permit accurate and complete verification of information provided by an applicant/tenant.

1. **Economic Verifications.** Since tenant payments are based upon an estimate of the next twelve (12) months' income, THRHA's verification forms must show information on the applicant's income, work patterns, numbers of hours per pay period worked, and other special conditions of employment or sources of income. There are a variety of specific and self-explanatory forms available that must be first signed by the relevant members of the household and then the revenue amounts verified by the anticipated payers. The standard forms include but are not limited to:
 - a. Employment verification forms must be filled out for each anticipated employer;
 - b. Unemployment verification form must be completed if unemployment is anticipated;
 - c. Public Assistance/TANF form must be completed if anticipated;
 - d. Social Security Administration consent form for the release of information;
 - e. Child Support Verification form if there are children eligible;
 - f. Native corporation dividend verification form for each corporation shares are held in;
 - g. Verification of assets for all cash and savings or assets in which equity exceeds \$5,000;
 - h. Non-receipt of child support self-affidavit – If child support awarded is not received;
 - i. Non-working self-affidavit – if there is no reasonable source of income claimed;
 - j. Divorce decree, documentation of legal separation or affidavit that is used to determine which family member is entitled to claim the dependent deduction; and/or

- k. **Self-affidavit** – Is used for any issue that THRHA indicates needs further clarification.

2. **Non-Economic Verifications.** Information which provides the basis for denial or approval of eligibility based upon non-economic reasons must be adequately documented. There are a variety of verification forms available, or sources required:

- a. **Full time Student Eligibility Self-Affidavit.** The form must be completed by each adult student and a single form for all minor full-time students.
- b. **Handicapped or disability verification.** Is evidenced by a physician's certification of medical condition and a prognosis. Verification by a clinic, welfare agency, social security administration, rehabilitation agency, and other similar sources may also be accepted.
- c. **Landlord Reference check form.** Is used to verify past payment history and the tenants demonstrated ability to properly maintain their housing obligations or information from mortgage companies.
- d. **Social or Criminal Verifications.** Is evidenced by third-party written verifications from the court or police records, or other legal means deemed appropriate by the program manager or President/CEO
- e. **Displacement due to domestic violence, natural disaster or family reunification.** Is evidenced by a physician, and/or public facility that provides shelter to victims of natural disaster or counseling to victims of domestic violence; or a letter from the Division of Family and Youth Services supporting the need for housing to achieve family reunification.
- f. **Substandard Housing.** Is evidenced by a physical inspection of the unit by THRHA staff or letters adequately describing the deficiencies from two separate social workers or members of the clergy or it has been declared unfit for habitation by any agency or unit of government.
- g. **Terminally ill.** Is evidenced by a letter from an attending physician indicating that life expectancy is three (3) years or less along with evidence that the terminal nature of the illness meets the criteria for disability as defined in Section 223 of the Social Security Act.
- h. **Homelessness.** Is evidenced by a letter from a shelter on their letterhead stating an applicant's current residency in their shelter.
- i. **Working family, disabled and elderly.** Each adult with a job must provide evidence of employment such as a current pay stub. Each adult receiving benefits because of a disability or age must provide evidence from the agency that provides the benefits.
- j. **Excess Rent Burden.** Is evidenced by proof of income and the most recent three (3) months' rent and utility receipts (or average) indicating that over 50% of the household's gross monthly income is required to be paid for rent and utilities.
- k. **U.S. Veteran.** Is evidenced by a letter from the Armed Services or Veterans Administration, or proper discharge papers which indicate dates of service which coincide with dates or conditions listed in Attachment A.

VI. ELIGIBILITY DETERMINATION FOR HOAP OR LOW RENT UNITS

- A. The following eligibility requirements must be met by persons to be tentatively selected as a finalist for the HOAP or Low Rent Program:
1. Any person or family who has previously received a home or benefit that cumulatively exceeds thirty thousand (\$30,000.00) dollars in value, from any of the THRHA programs, shall not be eligible to participate in any other THRHA assistance program. However, in certain limited situations, the President/CEO of THRHA may take into consideration any extenuating circumstances that exist and that warrant special consideration.
 2. Applicants applying for units in the HOAP program are eligible so long as their income is generally less than 80% of median family income adjusted for their household size. There is a potential for accepting households with income up to 99%. Exact income eligibility limits are established separately for each project and may vary between units within a project. These specific project-based limits govern eligibility.
 3. If a unit is designated a NAHASDA funded unit, occupancy is limited to AIAN, unless a statutory exemption exists because the applicant is deemed an essential member to the community by the program manager or the CEO/President.
 4. All HOAP and Low Rent units are generally native only due to the NAHASDA funding source. Except for units considered to be HOME units, HOME units or a representative number in a project are to be considered available to the public. Exceptions may be made for members of the community who are deemed essential to the community such as safety officers, medical or school personnel, or anyone else deemed appropriate by the program manager or President/CEO.
 5. If the Low Rent project was built exclusively with NAHASDA funds, the maximum household income is generally 80% of MFI adjusted for Family size. There are some units that will be allowable at 99% of MFI.
 6. If the development project included any public funds, the maximum allowable family income depends on requirements imposed by the sources of funds used to construct the project. The restrictions are always determinable by reviewing each project's deed restrictions required by the funding source. An applicant family must have an annual income that is below the maximum income limits established annually by HUD on the median family income table for the specific household size, and community, that is required to be set-aside for each available unit. The threshold amount is set at 98% of the unit maximum rent due to the relative uncertainty of conclusively determining income in advance. As an example: if a family of three is applying for a 60% unit and their maximum income determined from the MFI table is \$20,000, then the family will be considered ineligible if their income is over \$19,600 (\$20,000 X 98%).
 7. Family means two or more persons related by blood, marriage or adoption, or who have evidenced a stable family relationship by living regularly together in the same dwelling unit for at least one (1) year; in addition to:
 - a. An elderly family or single person as defined in this section;
 - b. The remaining member of a tenant family; and
 - c. A displaced person.

8. THRHA shall extend preference to elderly families (including disabled persons and handicapped persons), displaced families, and displaced persons over single persons.
9. Eligibility of and admission by single pregnant applicants - To be admitted, a single pregnant woman must have an income at or below the income limit for two persons. In establishing the appropriate space standards, the THRHA must consider the size of the household with the unborn child included. If the pregnancy is terminated prior to an offer being made, the THRHA must deny eligibility if the individual no longer constitutes a need based on the bedroom size of the home. If the pregnancy is terminated after admission, the individual constitutes the remaining member of a tenant family and could continue in the program under the existing lease.
10. Eligibility of persons in the advanced and near certain process of adopting an individual under eighteen (18) should be treated identically to a single pregnant woman, but persons in the process of securing legal custody through other means must provide evidence of a reasonable likelihood of success to be admitted to occupancy prior to obtaining custody. This determination of "reasonable likelihood of success" should be made at the time an offer of unit is to be made to an individual. If at that time it is determined that there is not a reasonable likelihood of success, then that individual nonetheless shall be allowed to retain his or her place on the waiting list, with any preference for which he/she remains eligible and with his or her original date and time of application until custody is secured at which time the individual will be offered an appropriate unit, when available, in accordance with his or her position on the waiting list.
11. Eligibility of persons in the process of divorce or legal separation. When more than one family shares custody of a child and both families are applicants for assisted housing, only one family at a time can claim the dependent deduction. The family that counts the dependent deduction also counts the unearned income of the child. The other Family claims neither the dependent deduction nor the unearned income of the Child. THRHA shall require the applicant to produce a divorce decree or to sign an affidavit of separation. In addition to the affidavit of separation, the applicant must provide one of the following four (4) items as documentation:
 - a. An affidavit from the absent household member stating that this individual will not be living in the unit and that the individual has obtained residence elsewhere. If the absent household member provides financial support of any kind, this shall also be stated in the affidavit.
 - b. Documentation of domestic violence to include police reports, restraining orders or medical records.
 - c. Documentation of legal separation, to include a formal document from the State of Alaska or a separation agreement entered into by both parties that has been witnessed and notarized.
 - d. Third-party verification from an attorney retained by the applicant to file for divorce.
12. Annual family income for admission shall be determined by THRHA on the basis of an examination of income at the time of application. Applicants on the waiting list for housing should inform THRHA staff of any changes in income, as they occur, to remain on the waiting list. At tentative selection or during the finalist stage, THRHA will re-verify eligibility of the applicant based on any change of income and ensure that the applicant continues to meet all eligibility requirements for admission and

move-in. Should an applicant become ineligible based on a change in income, THRHA will notify the applicant in writing that he/she no longer qualifies for admission. Disqualification may also be caused by program and/or policy changes in addition to income changes. Because of the unusual nature of income patterns in an underdeveloped or semi-subsistence village, THRHA shall, in cases where annual income is seasonal or sporadic (i.e., fishing, construction, logging, etc.), use a method that provides the best estimate of projected annual income. (E.g.: Last year's income tax return or an average of the last (3) years of income tax returns, etc.)

To be eligible, families must have the ability to pay the monthly rent and other costs associated with the home, such as utility and maintenance expenses. Utility expenses will be based on the latest THRHA approved Utility Allowance on a project specific basis or as determined by the program manager or President/CEO. In addition to having an income sufficient to meet the cost of paying the monthly rent, utilities and estimated maintenance expenses, the applicant must have a satisfactory credit and maintenance history. Determination of a satisfactory credit and maintenance history shall be verified by:

- a. **Credit history.** Verification of an applicant's credit history shall be determined by either one or all of these sources: landlord references detailing the applicant's rental payment history; or, all credit references provided by the applicant; or any other legal means deemed appropriate by the program manager or President/CEO which may include a credit report.
 - b. **Maintenance history.** Verification of an applicant's maintenance capabilities will be documented by a landlord reference. For those applicants on the waiting list who own their own homes, THRHA shall, if determined appropriate, make a determination by an on-site visit to the applicant's homes. The on-site visit will be documented for file and future use.
 - i. If negative references on either the credit or maintenance history are obtained, THRHA will notify the applicant in writing of the negative items found. The applicant will be afforded an opportunity, within ten (10) calendar days, to respond in writing on any negative information derived from any source. The response will be taken into consideration in determining the applicant's eligibility. THRHA may determine an applicant ineligible based on the applicant's written response. Lack of credit history (as opposed to a poor credit history) is not sufficient justification to reject an applicant. THRHA will take into consideration the time, nature and extent of the past occurrences and the reasonable probability of future favorable performance by the applicant.
 - ii. The THRHA selection committee may decline an applicant in order to provide the applicant with more time to demonstrate that the derogatory credit or maintenance problem has past and is not recurring.
13. THRHA staff shall deny any applicant whose habits, behavior, and practices may be expected to have a detrimental effect on other residents or on the housing project environment. THRHA shall determine an applicant's history in connection with prior residences i.e., history of disturbing the neighbors; destroying property; living or housekeeping habits which would adversely affect the health, safety, welfare or right to peaceful enjoyment of the premises of other residents. This evaluation shall also include the applicant's previous history of criminal activity, such as; substance

abuse, drug, or alcohol related or violent crimes. However, and except as provided in paragraph (a), below, a criminal record will not automatically exclude an applicant from consideration.

- a. **Mandatory Exclusions.** THRHA has a no tolerance policy and shall deny admission indefinitely to:
 - i. Any applicant or member of their household that has been convicted of methamphetamine production.
 - ii. Any person or member of their household who is currently required to register, or is pending registration as a sex offender on the State of Alaska Sexual Offender list, or for any other state; and
 - iii. Any applicant or member of their household currently engaged in the illegal use of drugs.

In addition to the exclusions referenced above, an individual or member of their household shall not be eligible for any THRHA program for a minimum period of seven (7) years following a conviction for a violent or drug-related felony and for a period of three (3) years following an eviction from any assisted or public housing for drug-related criminal activities.

- b. **Discretionary Exclusions.** THRHA may preclude admission of an applicant if the individual or a member of their household exhibits a pattern of disruptive alcohol consumption or has engaged in any other criminal activity that would threaten the safety, welfare or peaceful enjoyment of other residents. Admission decisions will be based on the nature and remoteness of the applicant's offenses as well as evidence of mitigating circumstances and rehabilitation. In order for THRHA to make an effective determination of whether or not the person would be a suitable resident, THRHA shall request the person to submit a letter with supporting documentation of their conviction, sentencing and rehabilitation efforts, as outlined in Article VIII, (E).

- 14. THRHA must consider only information that is reasonably related to the individual's attributes and not what might be attributed to a particular group or class.
 - a. Federal law prohibits discrimination based on race, color, creed, religion, national origin, sex, age or handicap. This prohibition does not extend to lawfully granted native only units.
 - b. THRHA may not exclude applicants solely because they have children, have children born out of wedlock, are on welfare, or students.
- 15. THRHA may charge the applicant for the costs involved in the application which may include a criminal background and credit check.
- 16. Applicants should be evaluated as soon after submission of an application as possible. However, if THRHA has a long waiting list, it may prefer to do an initial assessment of a family's suitability at the time of application and wait to do a more complete evaluation before admission. By doing this, THRHA is able to avoid the time and expense involved in evaluating applicants who may drop from the waiting lists before their names are reached.

17. To be eligible, families must be willing to sign a one-year lease with an automatically renewing month-to-month lease renewal upon completion of the initial one-year lease term containing all provisions required by the government relating to payments and use and maintenance of the home. The applicant must be willing and able to meet all obligations of the Lease, including provision of maintenance and utilities for the unit and attendance at periodic mandatory tenant counseling sessions.
18. To be eligible, families must disclose and verify the Social Security number for all family members within six (6) years of birth. (See Attachment B).
19. Ineligibility - families who have applied for housing, and who, for any reason, have been determined ineligible will be notified by THRHA in writing. The notification shall state the reason for their ineligibility and offer a time limited opportunity to appeal in writing. The family would then be entitled to an informal hearing by the President/CEO, in which case, the facts of the decision will be presented. The informal hearing can be conducted by telephone, or the ineligible applicant can appear in person. All information relative to the rejection of an applicant should be documented and placed in the applicant's file for future reference. Applicants may be considered ineligible for any of the reasons above or for any of one or more of the following:
 - a. Failing to repay previous debts owed to any housing authority, other housing related programs, or another landlord;
 - b. Committing fraud in connection with any HUD program or failing to disclose previously committed fraud in connection with any HUD Program;
 - c. History of engaging in activities that have been determined to threaten the health, safety or peaceful enjoyment of other residents;
 - d. Providing false information on the application;
 - e. Tenant non-cooperation by refusing or failing to complete required forms or to supply requested information; or
 - f. Applicants who appear on HUD's list of suspensions, debarments, and limited denials of participation.

VII. WAITING LIST

- A. **General.** Each project /development has a single application waiting list to reduce redundancy. To be considered for the HOAP or low rent program, an applicant must have submitted an application and confirm interest. A family on any other IHA/RHA waiting list, or a current tenant in one of THRHA's other programs, must properly submit an application in order to be considered eligible for the project/development in a community.

THRHA staff shall maintain a separate waiting list of eligible applicants for each project or development with a vacancy. Eligibility will be determined in accordance with the admissions requirements. THRHA will rank the eligible applicant on the waiting list by:

1. The number of preference points;
2. Determination of bedroom size needed; and
3. Time and date of receipt of the application.

THRHA will take into consideration the need for a handicapped accessible unit but will not decide based solely on the application or visual contact. Verification of the handicap will be conducted and requires a doctor's certification.

- B. **Managing Waiting Lists.** The waiting lists are only open when there is a vacancy in a particular development/project. Developments/projects with no vacancy shall not have an open waiting list and will not be accepting applications until a vacancy notice has been posted. Applications are only accepted for currently advertised vacancies. Interested applicants must submit a new application form for each vacancy of interest. Required verifications, listed on the application checklist, are valid for 120 days, and need not be resubmitted for each vacancy application during this period. Third party verifications are valid for 120 days from the date of completion by the third party. Verifications older than 120 days must be re-verified. . Each applicant is required to update their information and to reaffirm their eligibility, interest and need for housing upon request. Each applicant may either mail in their updated application, or submit one in person. Failure to submit an updated application will result in the removal of their name and queue status from the current waiting list for the unit/development/project.

VIII. SELECTION OF FAMILIES

- A. The selection of families for the HOAP or Low Rent program will be initially based on their total number of preference points, second on the number of bedrooms in the unit in relation to the applicant family's needs and lastly by the family's application date and time. Selection must also consider the applicant's likelihood of being able to afford the rent/utilities & appropriately provide for all tenant maintenance responsibilities.
- B. Selections for eligible families from the waiting list shall be made by a selection committee consisting of at least three of the following THRHA employees: the Administrative Officer, , Occupancy Specialist and program manager (**The President/CEO will appoint a designee to the committee, in the event of conflict of interest) or anyone else appointed by the President/CEO.** (See Attachment A for the Selection Rating)
- C. The initial project rent-up selection process should begin no less than two (2) months prior to project completion. If there are significantly more applicants than units the acceptance of new applications can be temporarily suspended and directed to storage and a process initiated which reduces the existing application pool to a smaller group of finalists. The selection of these applicants should be based on preference points and then date of application and include consideration which prevents the underutilization of the units.
- D. Consideration should always be given to ensure that the set-asides are adequately provided for.
- E. **Available Preferences.** Not all preferences will be available for all vacant units. Available preference points will be designated by the program manager and will be posted on the vacancy notice. Preferences will be ranked by giving greater weight to a preference holder with a particular preference. Available preferences for developments/projects may include:
1. **Living in the community** (2 Points), according to the definition of residency preference.
 - a. **"Residency preference"** means preference for admissions of families living in the jurisdiction of THRHA. Residency preference may not be based on how long the applicant has resided in the jurisdiction; and applicants who are working or who have been notified that they are hired to work in the jurisdiction shall be treated as residents of the jurisdiction.

2. **Overcrowded Conditions.** (1Point) The family is living in **overcrowded conditions**, as outlined in Article IX of this policy.
 3. **Handicapped** (5-Points) An accessible and equipped unit is available, and the applicant has a member of the household who is **handicapped**.
 - 4 Disabled. (1 Point) Is defined as a household that has at least one adult that is receiving social security disability, supplemental security income disability benefits, or any other payments based on an adult family member not being able to work.
- 5 **Displacement** due to domestic violence, natural disaster, or family reunification.
- a. **Victim of Domestic Violence.** (3 Points)
Means actual or threatened physical violence directed against one or more members of the applicant family by a spouse or another member of the applicant's household. The violence must have occurred in the last six (6) years or is of a continuing nature. A victim displaced from their household as a result of the violence qualifies for a "displacement" preference as opposed to "substandard housing/homelessness."
 - b. **Natural Disaster.** (1 Point) These are persons whose homes become uninhabitable because of a disaster such as earthquake, fire or flood.
 - c. **Family Reunification.** (1 Point) A family may qualify for this preference if the family needs housing to remain intact, or to become intact.
- 6 **Substandard Housing or Homelessness.** (1-Point)
- a. **Substandard Housing** – A unit is considered sub-standard when it meets one of the following conditions:
 - Is dilapidated to the point that it does not provide safe and adequate shelter, and endangers the health, safety or wellbeing of a family;
 - Does not have operable indoor plumbing excluding minor repair;
 - Does not have a usable flush toilet in the unit for the exclusive use of the household;
 - Does not have electricity or has inadequate or unsafe electrical service;
 - Does not have a safe or adequate source of heat;
 - Does not have a kitchen (does not include single room occupancy SRO); and/or
 - Has been declared unfit for habitation by any agency or unit of government.

b. **Homelessness.** A “homeless” family includes any individual or family which lacks a fixed, regular, and adequate nighttime residence that is:

- A supervised publicly/private-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing); and/or
- A public/private place not designed for or ordinarily used for sleeping by humans.

7. **Rent Burden** (1Points) Monthly rent and utility expense is greater than 50% of gross monthly income.

8. **Terminally Ill** - (1-Point) The applicant or a family member has an incurable, terminal illness.

9. **Working Family** (5-Points) - A working family is defined as one that:

a. Has at least one adult that is working;

10. **Qualified Veterans** will be given consideration. (2-points)

11 **Related Dwelling Resident at Time of Tenant’s Death.** (1 point) The direct descendant or direct ancestor of a tenant who was a bona fide, full-time resident of the dwelling at the time of the tenant’s death.

12. **Public Rental Assistance Voucher Holder,** (5 points) as evidenced by receipt of verification from the agency providing the voucher rental subsidy indicating that the applicant has been pre-authorized for the subsidy program.

13. **Elderly Preference** (2-Points) Has at least one adult who is at least 62 years of age or older.

F. The selection preferences used by THRHA shall be established and administered in a manner that is consistent with HUD’s affirmative fair housing objectives. Available preferences for each specific development/project will be listed on the posted notice of vacancy.

G. For units owned by a Tribal Partner and managed by THRHA on behalf of the Tribal Partner, a different preference point ranking may apply by resolution of the Tribal Council.

H. Prohibition of preference if an applicant was convicted for drug-related criminal activity. THRHA may not give any Preference Points to an applicant if any member in the family is a person who was convicted during the past three (3) years for any drug-related criminal activity and/or evicted from any housing assisted with HUD funding because of the conviction. However, and unless the criminal activity disqualifies the person from eligibility under Section VI(10) of these Policies THRHA may give consideration to accept preferences in the following cases:

1. The evicted person has successfully completed a rehabilitation program approved by THRHA;
2. THRHA determines that the evicted person clearly did not participate or know about the drug-related criminal activity;

3. THRHA determines that the evicted person no longer participates in any drug-related criminal activities; or
 4. THRHA determines that the circumstances leading to the eviction no longer exist because the convicted individual died or is imprisoned.
- I. THRHA will formally notify all applicants of the availability of selection preferences and will provide all applicants with an opportunity to assert their eligibility for and most importantly to provide THRHA with documentation that substantiates their eligibility for any selection preferences indicated.
 - J. If the THRHA selection committee determines that the applicant does not qualify for a selection preference they requested to be considered eligible for, the applicant will be mailed a letter containing a brief statement of the determination; and that the applicant has the right to appeal the determination. The applicant must then submit their appeal in writing and have the right to discuss their appeal with a THRHA employee during the appeal process. If a formal appeal is received THRHA staff will review the determination with the applicant and be available to answer any questions the applicant may have. The President/CEO will make the final decision. If necessary, the applicant may make the case directly to the President/CEO.
 - K. The waiting list is arranged, and selected from, in decreasing selection preference point order. Applicants are thus selected from the top of the current waiting list for any development/project. Eligible applicants are placed on the waiting list according to their point value, date and time of their application, and bedroom size need. In the event that two or more applicants have the same number of points, the applicant with the earliest date will be selected until all of the homes are obligated.
 - L. Changes in family income after initial determination of eligibility may change the applicant's right to enter the Low Rent and Home Ownership Assistance program.
 1. If the family no longer meets the admissions requirements or does not have the ability to meet the obligations of the program, THRHA may either terminate or postpone their application eligibility.
 2. The THRHA staff will counsel the family on their rights and responsibilities under the program.
 3. If the family is determined to be over-income, it will be declined from further consideration and counseled on other housing programs and alternatives.
 - M. THRHA will give prompt written notice of a family's tentative selection as a finalist, or after final selection. Staff will make a reasonable effort to contact the family by telephone and mail to confirm their final acceptance into the HOAP or Low Rent Program. If the family cannot be reached within ten (10) days of final selection, an alternate with the next highest Preference Points and application date will be selected from the waiting list.
 - N. Applicants on the waiting list that have not been selected for a desired unit will be notified in writing once the waiting has been closed after filling a vacant unit.

IX. SELECTION CRITERIA FOR BEDROOM SIZE OF UNIT

To ensure that overcrowding or underutilization of units is not occurring, THRHA will use established occupancy standard selection criteria for determining the bedroom and unit size needed per applicant on the waiting list. The criteria for determining the appropriate bedroom size or unit size per family will be based on the following:

1. The total number of family members. The chart below will outline the minimum and maximum number of family members per bedroom sized home:

NUMBER OF PERSONS			
	<u>BEDROOMS</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
	1	1	1 OR 2
	2	2	3 OR 5
	3	3	5 OR 6
	4	4	7
	5	6	10

2. In addition to the chart, the following will be considered in determining the required bedroom size per unit per applicant:
 - a. 1 bedroom required for head of household and spouse.
 - b. 1 bedroom required for male member of family other than head or spouse.
 - c. 1 bedroom required for female member of family other than head or spouse.
 - d. Two members of the same sex may share a bedroom.
 - e. The age difference between two family members of the same sex, with a minimum age difference of five (5) years or greater, will be considered in determining the need for an additional bedroom sized unit.
3. Exceptions to the occupancy standards can be made for:
 - a. Single parent families requiring an additional bedroom, which is not reflected in the schedule.
 - b. The occupancy of extended family members when necessary.
 - c. The accommodation of families requiring an additional bedroom due to health or medical reasons.
 - d. Chronic vacancy.
 - e. Possible growth potential of a family. To include a pregnant single woman.

- f. In the selection process, consideration should be given to identify possible intentional overcrowding or homelessness. If suspected, an effort should be made to determine the true reality and a decision made by the selection committee. Members in a household should have lived together for the preceding twelve (12) months, with the exception of pregnancy or mitigating circumstances determined acceptable by the selection committee.

X. ADMISSION INTO THE PROGRAM

- A. **General.** As a condition of occupancy, the selected tenant is required to sign an executed lease and submit a security deposit. A new tenant should not occupy the unit until the entire security deposit has been provided unless an alternative arrangement is granted in writing by THRHA. If the tenant is unable or unwilling to provide the deposit prior to occupancy, the selected applicant may be terminated, and another tenant chosen for the unit from THRHA's waiting list, or a previously named alternate finalist shall be selected.
- B. If the lease for a tenant is terminated prior to initial occupancy of the unit, the tenant may be entitled to a refund of any security deposit paid. The alternate tenant then has the same payment requirement prior to occupancy of the unit.

XI. USE OF THE HOME

- A. A condition for selection as a tenant in either the HOAP or Low Rent Program is that the family agrees to use the home as its principal residence during the term of the lease. Ownership or use of an additional residence that is decent, safe, and sanitary at the time of occupancy or acquisition during occupancy would disqualify a Family from the HOAP or Low Rent program. Failure by the tenant to use the home as their principal place of residence shall constitute grounds for termination of the lease. The home may not be sublet for temporary absences without THRHA consideration and approval.
 - 1. The tenant shall continuously use the home as their primary residence.
 - 2. The tenant may request prior written approval from THRHA to operate a small business in the unit. THRHA may grant this authority when the tenant provides the following assurances and may rescind this authority upon violation of the following assurances:
 - a. The unit will remain the tenant's principal residence;
 - b. The business activity will not disrupt the basic residential nature of the housing site or disturb other Tenants; and
 - c. The business will not require permanent structural changes to the unit or that will adversely affect a possible future tenant's use of the unit.

XII. MONTHLY RENTAL CHARGES

- A. **HOAP Program.**
The Gross Monthly Charge is determined by multiplying the monthly income by 28%, and then adding a charge for taxes and insurance. The charge for taxes and insurance is currently set at \$45, but is subject to change by THRHA at any time. Subject the effect of the utility allowance on the maximum monthly charge, the net monthly charge is determined by subtracting the applicable utility allowance, if any, from the gross monthly charge.

- B.** The HOAP program requires that a minimum monthly amount be achieved in order to receive that month's amortization on the dwelling's amortization table accompanying any purchase option. This minimum monthly amount to achieve amortization does not affect the net monthly charge due from the tenant.
1. If 28% of monthly income for a month is less than this minimum monthly amount, no amortization credit is given on the amortization table for that month. Neither the amount added to the gross monthly charge for taxes and insurance, nor the amount of utility allowance subtracted to calculate net monthly income, are taken into consideration in determining whether this minimum monthly amount to achieve amortization is achieved.
 2. In the first year the minimum monthly amount to achieve amortization is \$250. At each annual recertification, this minimum monthly amount is increased by \$5 per month. For example, after five years in the program, a tenant's minimum monthly amount would be the original \$250 plus \$5 x 5 years, or \$275.
- C.** For HOAP, to accommodate economic downturns in a local economy and ensure maximum affordability, a maximum monthly charge is established which the sum of the monthly amortization rate (as reflected on the applicable amortization table for the dwelling accompany the purchase option, if any) plus the taxes and insurance amount. The maximum monthly charges constitute the maximum monthly charge for that month.
1. A utility allowance is to be deducted from the gross monthly charge on HOAP dwellings, but only to the extent of the minimum or maximum monthly charge, as described below.
 - a. First, the utility allowance can never reduce the net monthly charge below the minimum monthly amount to achieve amortization. For example: assuming that the 28% gross monthly charge is \$400; the utility allowance is \$275, and the minimum monthly charge is \$255: The net monthly rental charge would be \$255, without regard to the utility allowance.
 - b. Second, the utility allowance at the maximum end of the rental charge is limited by the combination of the monthly amortization amount plus the monthly charge for taxes and insurance. For example, assume that the 28% gross monthly charge is \$1,200; the amortization is \$1,000 plus the \$45 taxes and insurance; and the utility allowance is \$275. In that case, the net monthly charge would be \$925 (\$1,200 - \$275). In the same example, once the gross monthly charge went above \$1,320, the net monthly charge would be capped at \$1,045.
- D.** Any tenant that is found to have been overcharged by THRHA shall have such overcharge promptly returned to the tenant after first offsetting any obligations owed by the tenant to THRHA.
- E.** **Low Rent Program.**
The Low Rent program has two types of units: Regular and HOME type units.
1. Regular low-rent units have no Home Grant funds or restrictions. The monthly rent charge is simply 30% of the adjusted monthly household income, provided the unit includes THRHA paid utilities. If there are non-covered utilities, then a utility allowance may be deducted from the 30% monthly charge. Allocation of utility payment responsibilities will be set out in the lease. In addition, each development/project and/or unit may have a minimum or floor rent that must be met in order to be eligible to live in a particular unit.

2. HOME units are generally treated identically to the regular Low Rent units unless the AHFC scheduled maximum HOME rental rates are determined to be less than what is actually paid by the Tenant.
3. Notwithstanding any other provision of this paragraph, the landlord, in its discretion, may designate certain one-bedroom or two-bedroom Low Rent units for reduced senior rental rates. Any such unit will be identified in an attachment to the lease. Those rates, if applicable, will be:
 - a. **Tenant age under 55:** 30% of adjusted monthly income;
 - b. **Tenant age between 55 and 60:** 25% of adjusted monthly income; and
 - c. **Tenant age over 60:** 20% of adjusted monthly income.

XIII. PURCHASE OPTION

Landlord may append to the HOAP Lease to Purchase Option which, if conveyed along with the Lease, will be included as an Addendum B to the Lease.

XIV. TRANSFERS WITHIN THE HOAP OR LOW RENT PROGRAM

- A. Transfers of tenants between units and projects are contingent upon approval by the program manager or the President/CEO. The tenant requesting a transfer must complete an application with supporting documentation and meet eligibility requirements for admission into either Program. Approved applications will be placed on the waiting list based on preference points and the date and time of application.

Approval will be based on initial eligibility requirements for admissions as outlined in article VI of this policy, and the following criteria:

1. The tenant's income eligibility for the applicable program shall be that under income or over income families will not qualify for the waiting list because applicants are required to meet the initial admissions requirements of the program. However, under income families may submit a letter to the President/CEO requesting special consideration.
2. Transfers must be based on need (i.e., overcrowding or under-utilization of current unit), or based on a documented medical need for transfer, including a handicapped family requiring a transfer to a unit which better accommodates their handicap.
3. The tenants must have a good payment history and have all accounts current including any repayment agreement, if applicable.
4. The tenant's current unit must be maintained in an acceptable manner. If the above three criteria are met, an inspection will be conducted to determine condition of unit. If the unit is acceptable, according to the housing authority's standards for acceptable maintenance, the applicant will be placed on the waiting list.
5. When a unit becomes available, and the points warrant it, the transfer applicant will be given at least a thirty (30) day notice to move-in to the new unit. In addition, a move-out inspection report will be sent to inform them of all maintenance and repair work that must be completed in their existing home before transferring to the new unit. The actual move-out inspection will be conducted by a representative from THRHA.

At the time of transfer, the move-out inspection shall reflect total compliance and no deficiencies. The condition of the home must be to an acceptable standard. If the transfer applicant fails to comply with the requirements of the inspection report, the transfer will be denied.

- B. If the Tenant's family composition and present unit no longer meet occupancy standards, tenant agrees that THRHA may require tenant to transfer to an appropriate size dwelling unit if available.

XV. CERTIFICATION AND RECERTIFICATION OF INCOME

- A. THRHA staff shall certify a selected family's income and earnings prior to initial occupancy and may recertify income thereafter when deemed necessary for the purpose of determining the family's income and corresponding monthly rent charge. This may be conducted at a tenant's request due to a change in household income. Recertification of income schedules will be determined by the program manager and/or the President/CEO.
 - 1. The purpose of the applicant certification and tenant recertification is to initially establish and ensure that all aspects of an applicant's eligibility have been determined appropriately.
 - 2. Tenants are required to recertify according to program participation requirements or as deemed necessary by the President/CEO.
 - 3. During the application certification process, each tenant household shall be required to produce income tax returns, check stubs and any other evidence that will help demonstrate income for THRHA to completely determine an applicant household's eligibility and probable income for the twelve (12) months following move-in.
 - 4. When necessary, the Occupancy Specialist may require that a household sign a consent for the release of information (HUD form #9887) from all adult family members.
 - 5. All tenants must notify the Occupancy Specialist assigned to their development/project if their household composition changes.
 - a. Interim re-certifications must be processed if the tenant's income has increased or decreased by 20% or more from what is currently on file. All of the income from each household member must be included in any recertification unless the household member is an approved live-in aid. Also, tenants must report all changes in family household composition as they occur, and THRHA may require interim recertification if it has reasonable grounds to believe that family income has materially changed.
 - 6. Tenants must be given at least thirty (30) days' advanced notice before a rental increase can be implemented.
 - 7. If THRHA staff believes there is reasonable evidence to indicate that a household intentionally failed to report all proper household income or household members in their application or a subsequent recertification they may be evicted at the discretion of the program manager or the THRHA President/CEO.

XVI. INSPECTIONS OF UNIT

- A. The tenant (or their representative) is required to participate in and allow inspections as referenced in the Maintenance & Inspection Policy in Attachment C. Failure to participate
- Low Rent and Home Ownership Assistance A&O Policy RES 25-06

in or allow any required inspection is a violation of the lease and may result in termination in accordance with this policy. As stated in the lease, THRHA may conduct inspections without tenant consent under certain conditions such as emergencies. THRHA will first attempt to schedule inspections at a mutually agreeable time. If the tenant refuses to schedule, cancels, or fails to appear at the scheduled time, THRHA may enter the unit and conduct the inspection without future notice and with or without the tenant present, at THRHA's discretion.

- B. Testing for Chemicals or Contaminants: May occur at any inspection, without specific testing notice to Tenant. The test results will be maintained in the Tenant file which will be available for inspection upon request. See Attachment D Methamphetamine Policy for details.
- C. Reporting: A copy of the inspection report will be provided to the tenant and retained in the tenant files.

XVII. TERMINATION

- A. **Voluntary Termination.** Tenants must provide THRHA with a thirty (30) day written notice of their intent to terminate the lease. If the tenant vacates the home without proper written notification, the tenant shall remain subject to the obligations of the lease including the obligation to make monthly payments. THRHA staff shall make a reasonable attempt to notify the tenant of the effective date of the termination notice and pro-rate the account for same.

Upon receipt of the proper written notice, THRHA will schedule a move-out inspection. Any repairs that are necessary and attributable to tenant abuse or neglect (as set out in Attachment C and the lease) will be identified and the tenant will be given five (5) days to acknowledge whether they intend to complete the repairs. If the tenant refuses or fails to complete the repairs, THRHA will complete those repairs determined to be tenant's responsibility and will first charge the tenant's security deposit and then their accounts receivable. The tenant will not be responsible for normal wear and tear of the unit. The definition of normal wear and tear is clarified in the maintenance policy contained in attachment C.

- B. **Involuntary Termination.** Termination of the lease by THRHA for material non-compliance or other reasons is governed by the lease.

XVIII. INCOME AND DEDUCTIONS

See Definitions for allowable income and deductions.

XIX. TENANT'S RESPONSIBILITY FOR MAINTENANCE

- A. There are two types of rental units. The permanent rentals that are typically multi-family ("Low Rent Units") and the lease-to-purchase that are typically single-family or attached homes ("HOAP Units"). The units will be maintained in accord with the Maintenance Policy & Inspection Policy found in Attachment C to these policies. In both cases, tenants are responsible for routine maintenance, including replacement of consumables such as light bulbs and periodic, customary and regular service of appliances and fixtures, including all plumbing and heating. Tenants are also responsible for repair and/or replacement and any damage that occurs due to:

1. Tenant's failure to use reasonable care to maintain all aspects of the dwelling;

2. Tenant's use of any aspect of the dwelling in an improper manner or a manner for which that aspect of the dwelling was not intended; or
 3. Damage to any aspect of the dwelling caused by the abuse, vandalism, or neglect of either tenant or any other household member, invitee or permittee of tenant, or by a breach of the lease.
- B. THRHA will periodically provide maintenance counseling opportunities and when necessary, will repair problems that are determined to be outside the control of the tenant. These responsibilities are further explained in Attachment C to these policies.
- C. For both types of units, each tenant is expected to do his or her best to properly maintain the interior of their unit so that it is always in a safe, sanitary and generally clean condition. Tenants are also responsible for helping maintain the general ambiance of the common areas and grounds by helping keep them clean. The THRHA Field Rep. is primarily responsible for providing maintenance for common areas and equipment and taking care of the lawns and snow removal in common areas.
- D. Also, for both types of units, both the interior and exterior areas controlled by tenant (i.e. yards, walkways, etc.) must always be maintained and be kept continuously in a safe, sanitary and generally clean condition by tenant. For these areas controlled by tenant:
1. Lawns should be routinely mowed, and plants and shrubbery properly cared for; and
 2. Tenant must also maintain walkways and driveways so as to provide safe passage to the unit in winter weather, including prompt snow and ice removal.
- E. Structural or possible changes to the home may be considered by the THRHA for HOAP tenants only. Low Rent tenants cannot make any structural changes. If the modification would require alteration of the home or structure the tenant must first, make a detailed proposal and acquire prior written approval from THRHA. THRHA staff must ensure that the proposed change(s) will not:
1. Impair the value of the home, the surrounding homes or the project;
 2. Affect the use of the home for residential purposes or in any way violate HUD regulations as to design and construction; and
 3. Is appropriately planned and is achievable.
- F. Any improvements to the yards should be strongly encouraged, for either HOAP or Low Rent Tenants, with the intention of helping to further differentiate between the units. Staff should conduct annual competitions to help stimulate the improvement of yards.
- G. Maintenance obligations, and THRHA charges in the event that THRHA is required to perform any maintenance or repair that is the responsibility of the tenant, are set out in more detail in Attachment C to these policies, as well as the lease

XX. GENERAL TENANT OBLIGATIONS

Tenant shall:

1. **Compliance:** Comply with all rules and regulations of the program. Tenant's failure to comply with any of these obligations is considered non-compliance and grounds for rental termination.
2. **Use of Premise:** The premise must be used solely as the tenant's private residence and primary residence by those listed on the lease. Unauthorized subletting, operation of businesses, or making unapproved alterations is strictly prohibited. No signage may be displayed in windows or anywhere else visible to the exterior without prior authorization.
3. **Alterations and Repairs:** Alterations or repairs, including the installation of locks, doors, fixtures, electrical or plumbing changes, require written approval from THRHA. Tenants are responsible for repair costs caused by negligence or damage. THRHA may take over repairs and charge the tenant if the work does not meet required standards or if costs exceed \$400.00.
4. **Condition and Acceptance of Premise:** Tenant accepts the condition of the premises upon move in but may report damages within seven (7) days. Damages not reported will be considered to have occurred after occupancy began.
5. **Cleanliness and Maintenance:** Tenants must keep the dwelling clean and safe, including proper disposal and take care of interior/exterior areas (yards, parking, etc.) This includes lawn care, snow removal, maintain bear proof containers, and not storing items in common areas.
6. **Noise and Conduct:** Quiet hours 10 PM to 8 AM. Tenants must behave respectfully toward neighbors and staff. Unreasonable disturbances or damage to premises or the community are not allowed.
7. **Extended Absence:** Tenants must obtain consent for any absence exceeding seven (7) days. If a short absence becomes extended, THRHA must be notified promptly.
8. **Guests:** Guests may not stay more than a total of fourteen (14) days per year. Providing accommodation to boarders or lodgers is prohibited. Notify THRHA of household composition changes.
9. **Fire and Safety:** Keep exits clear. Open fires are prohibited, and grills must be at least fifteen (15) feet away from structures. All flammables' materials must be stored properly. Maintain smoke and CO detectors per AS 18.70.095.
10. **Smoking Ban:** Smoking – including vaping, marijuana, tobacco, or any substance- is strictly prohibited inside the unit and within 10 feet of the property. within the premises or within ten (10) feet of property. Violations may result in charges and/or termination. THRHA does not guarantee a smoke-free environment.
11. **Illegal Activity:** The use or possession illegal drugs or any unlawful activity, is strictly prohibited. Tenants are liable for any resulting damage. Violations are grounds for termination.
12. **Inspections and Rent Adjustments:** Tenants agree to comply with inspection schedules and any changes to monthly rent permitted by policy and law.
13. **Insurance:** Tenants are encouraged to obtain renter's insurance. THRHA is not liable for tenant property or damages not covered by THRHA.
14. **Termination and Move Out:** Tenants must provide 30-day written notice to vacate and return the unit in good condition. Upon termination of tenancy and vacating the premise, clean and restore the unit to the condition it was during the initial occupancy, except for normal wear and tear, and return keys to the premise. Provide a forwarding address after moving out.
15. **Shared Laundry Facilities:** Strictly for the use of authorized tenants. Assistance from non-tenants requires written approval. Clean dryer lint before and after each use. May only be used between 8:00am and 10:00pm. Shared laundry facilities are not private and may be subject to surveillance.

16. **Storage and Common Areas:** Storage in common areas is prohibited except for designated storage areas.. Storage areas must be used safely – No flammables or hazardous items. THRHA is not responsible for any loss or damage to stored items.
17. **Response to Notices:** Tenants are responsible for responding to all THRHA notices, including those electrically transmitted, or sent certified or registered mail.
18. **Pets:** No pets allowed unless Pet Application is submitted and approval by THRHA’s written consent.
19. **Child Supervision:** Tenants are responsible for ensuring that their children are appropriately supervised while using any project playground or public facility provided by THRHA.
20. **Sex Offender Restrictions:** Tenants and any members of their household must not be registered or pending registration as a sex offender on the State of Alaska Sex Offender List or on any similar registry in another state.
21. **Ongoing Compliance:** Tenant must continue to comply with rules and regulations set forth by THRHA and the lease agreement. Material non-compliance may result in termination of tenancy at THRHA’s discretion.
22. **Smokehouses:** Installation of a smokehouse without prior written approval from THRHA is prohibited and may result in lease termination. On properties where smokehouses are permitted, tenants must submit an application and follow all THRHA requirements. The tenant is fully responsible for installation, maintenance, and removal costs at the end of tenancy. Non-Compliance may result in lease termination.

XXI. COUNSELING

- A. **General Counseling Overview.** THRHA provides counseling services to support tenants in understanding and fulfilling their responsibilities under the Low Rent and Homeownership Assistance Programs. These services are designed to foster a cooperative relationship between THRHA and tenants and to improve tenants’ ability to maintain compliance with program requirements. Failure to participate without good cause constitutes a breach of the lease agreement.
 1. **Pre-Occupancy Counseling.** The pre-occupancy counseling session takes place prior to the execution of the Lease. This session should provide applicants with informative program requirements and procedures. The lease is reviewed, and pertinent information is available to answer any program inquiries and to ensure that the participant realizes and understands their responsibilities and benefits under the applicable program.
 2. **Post-Occupancy Counseling.** Post occupancy counseling includes one-on-one or group counseling sessions in matters of post-occupancy, maintenance and budgeting.
 - a. Post occupancy counseling ensures that the tenants are fully aware of their responsibilities under the program. The program is reviewed with the tenant and a THRHA representative should be available to answer and provide information on the program.
 3. **Maintenance Counseling.** Maintenance counseling is provided to the tenant during annual inspections or when it has become evident that they are not properly cleaning or maintaining their home. Assistance in maintenance includes, but is not limited to, furnace and water heater repair, plumbing, window, sheet rock and carpet and linoleum replacement are provided.
 4. **Financial Counseling.** Financial counseling maybe required for the tenants when needed, based on the Tenant’s payment history, or at their request.

XXII. GRIEVANCES

All disputes concerning obligations of tenants or THRHA shall be processed and resolved according to THRHA Complaint and Low Rent and Home Ownership Assistance A&O Policy RES 25-06

Grievance Policy, unless tenant has received a legal notice of eviction. See attachment F.

Attachment “A”

Low Rent and HOAP - Policy and Procedures

Selection Rating

SELECTION RATING

The following selection ratings are to be used except when directed by a Tribal Council resolution for Tribally owned rental units managed on behalf of the Tribal Partner by THRHA.

A. Living in the community, according to the definition of residency preference. (2–Points)

1. **“Residency preference”** means preference for admissions of families living in the community being applied for. Residency preference may not be based on how long the applicant has resided in the jurisdiction; and applicants who are working or who have been notified that they are hired to work in the jurisdiction shall be treated as residents of the jurisdiction.

Documentation: The applicant must be able to prove that they are residing in the community being applied for. Evidence of employment in the community will also be satisfactory.

B. The family is living in overcrowded conditions. (1-Point)

1. The determination of overcrowding is made by considering the specific circumstances of each applicant and includes the following considerations:
 - a. 1 bedroom required for head of household and spouse.
 - b. 1 bedroom required for male member of family other than head or spouse.
 - c. 1 bedroom required for female member of family other than head or spouse.
 - d. Two members of the same sex may share a bedroom.
2. Exceptions to the occupancy standards can be made for:
 - a. Single parent families require an additional bedroom, which is not reflected in the schedule.
 - b. The occupancy of extended family members when necessary.
 - c. The accommodation of families requires an additional bedroom due to health or medical reasons.
 - d. Possible growth potential of a family.
 - e. To include a pregnant single woman.
3. The age difference between two family members of the same sex, with a minimum age difference of five (5) years or greater, will be considered in determining the need for an additional bedroom sized unit.

Documentation: Is evidenced by a signed statement from a current landlord, relative or friend with whom the applicant is currently living. A self-affidavit is also acceptable and is subject to audit.

An accessible and equipped unit is available and the applicant or a member of the household is **handicapped**. (5-Points)

1. These preference points are contingent on the availability of a handicapped equipped or reasonably adaptable unit. The extent of the disability should be verifiable by ongoing medical care. If there is more than one, the applicant(s) with the greatest need shall be selected.

Documentation: Is evidenced by a physician's certification of medical condition and a prognosis. Verification by a clinic, welfare agency, social security administration, rehabilitation agency, and other similar sources may also be accepted.

D Disabled. (1 Point) Is defined as a household that has at least one adult that is receiving social security disability, supplemental security income disability benefits, or any other payments based on an adult family member not being able to work.

A. Displacement due to domestic violence, natural disaster, or family reunification.

1. **Victim of Domestic Violence:** (3-Points) Means actual threatened physical violence directed against one or more members of the applicant family by a spouse or another member of the applicant's household. The violence must have occurred in the last six (6) years or is of a continuing nature. A victim displaced from their household as a result of the violence qualifies for a "displacement" preference as opposed to "Substandard housing/Homelessness."
2. **Natural Disaster:** (1 Point) These are persons whose homes become uninhabitable because of a disaster such as earthquake, fire or flood.
3. **Family Reunification:** (1 Point) A family may qualify for this preference if the family needs housing so that they can get their children out of foster care or keep the children out of foster care.

Documentation: Is evidenced by a statement by a physician, and/or public facility that provides shelter to victims of natural disaster or counseling to victims of domestic violence. Or a letter from the Division of Family and Youth Services supporting the need for housing to achieve family reunification.

B. Substandard Housing or Homelessness: (1-Point)

1. **Substandard Housing** – A unit is considered sub-standard when it meets one of the following conditions:
 - a. Is dilapidated to the point that it does not provide safe and adequate shelter, and endangers the health, safety or wellbeing of a family;
 - b. Does not have operable indoor plumbing;
 - c. Does not have a usable flush toilet in the unit for the exclusive use of the household;
 - d. Does not have electricity or has inadequate or unsafe electrical service;
 - e. Does not have a safe or adequate source of heat;
 - f. Does not have a kitchen (does not include single room occupancy SRO); and/or
 - g. It has been declared unfit for habitation by any agency or unit of government.

2. **Homelessness** – A “homeless” family includes any individual or family which lacks a fixed, regular, and adequate nighttime residence that is:

- a. A supervised publicly/private-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing); or
- b. A public/private place not designed for or ordinarily used for sleeping by humans.

Documentation: is evidenced by a physical inspection of the unit by THRHA staff or letters adequately describing the deficiencies from two separate social workers or members of the clergy or it has been declared unfit for habitation by any agency or unit of government.

- C. **Rent Burden** plus utility expense is greater than 50% of gross monthly income. (1-Point)

Documentation: is evidenced by proof of income and the most recent three (3) month’s rent and utility receipts (or average) indicating expense is over 50% of Gross income.

- D. **Terminally Ill** - The applicant or a member has an incurable, terminal illness. (1-Point)

Documentation: is evidenced by a letter from an attending physician indicating that life expectancy is three (3) years or less along with evidence that the terminal nature of the illness meets the criteria for disability as defined in Section 223 of the Social Security Act.

- E. **Working family**, - Is defined as one that: (5-Points)

1. Has at least one adult that is working;

Documentation: Each adult with a job must provide evidence of employment such as a current pay stub.

- F. **U. S. Veterans** - As defined in Alaska Statutes 18.55.330, a veteran is a person who: (2-points)

1. Was honorably discharged from the military of the United States; and
2. Has lived for at least one year in Alaska; and
3. Was in the military of the United States for at least ninety (90) days or whose service was for less than ninety (90) days because of injury or disability in the line of duty between:
 - a. September 16, 1940 and July 25, 1947; or
 - b. June 25, 1950 and January 31, 1955; or
 - c. August 4, 1964 and November 7, 1975; or
 - d. Served in the Alaska Territorial Guard for at least ninety (90) days or whose service was for less than ninety (90) days because of injury or disability in the line of duty, and Has lived for at least one (1) year in Alaska; or
 - e. Is the spouse, widow, or widower of a person described above.

Documentation: A letter from the Armed Services or Veterans Administration, or proper discharge papers.

- G.** ***Related dwelling resident at time of tenant's death.*** The direct descendant or direct ancestor of a tenant who was a bona fide, full-time resident of the dwelling at the time of the tenant's death. (1-point)
- H.** ***Public Rental Assistance Voucher,*** as evidenced by receipt of verification from the agency providing the Section-8 Voucher rental subsidy indicating that the applicant has been pre-authorized for the subsidy program. (5 points)
- I.** ***Elderly Preference*** Has at least one adult who is at least 62 years of age or older (2-Points)

Attachment “B”

Low Rent and HOAP - Policy and Procedures

Social Security Numbers

SOCIAL SECURITY NUMBERS

- A. Listed below are procedures used to ensure that each family member discloses and provides copies of social security numbers for family members over the age of six (6) years.
1. The applicant or tenant must provide verification of each family member's social security number (SSN) for all family members over six (6) years of age. Verification can be in the form of the following:
 - a. A photocopy of a valid SSN card issued by the Social Security Administration, for all family members' six (6) years or older;
 - b. A valid state driver's license disclosing the SSN;
 - c. A valid state identification card disclosing the SSN; or
 - d. A statement or verification received by the individual from the Social Security Administration disclosing the SSN.

Any documentation provided by the family that does not disclose or verify the individual's SSN will be rejected for verification purposes.
 2. Additionally, the following applies to the documentation and verification of SSN's:
 - a. For those family members who do not have a SSN assigned to them they need only to certify to this fact. No further action by the family or THRHA is required.
 - b. For those family members who do have a SSN assigned to them and are able to provide the number itself, but are unable to provide documentation of the number at the time, they must certify to this fact. Such family members have forty-five (45) days from the date of the certification to provide the documentation of the SSN to THRHA.
 - c. Applicants have forty-five (45) days from THRHA's request, to provide verification of SSN's during which time they will retain their current position on the waiting list.
 - i. Applicants cannot become participants until the SSN's have been verified or until acceptable documentation has been produced.
 - ii. If an applicant is unable to document the SSN or provide appropriate documentation at the end of forty-five (45) days from the date of certification, eligibility will be denied.
 - d. Tenants must disclose and verify social security numbers at their regular or interim reexamination. Tenants shall be granted the same forty-five (45) days as outlined above if needed to verify the social security numbers. Tenants who without cause fail to verify their social security numbers after the forty-five (45) days shall have their lease agreement terminated.
 - e. The head of household or spouse must execute a certification that a family member under the age of eighteen (18) years either does not have a SSN or does have a SSN but is unable to provide documentation.

- f. An additional extension of up to forty-five (45) days must be provided to an applicant who is sixty-two (62) years or older for documenting or certifying their SSN.
- 3. Once a particular family member has documented their SSN, reverification of a particular SSN is not required unless:
 - a. The family adds a new member that is age six (6) years or older; the new member must disclose and document their SSN or certify that no SSN has been assigned.
 - b. If a family member age six (6) years or older, is assigned a new SSN then that family member must disclose and document their new SSN.
 - c. If a family member age six (6) years or older who previously certified that no SSN had been assigned to him/her, is subsequently assigned a SSN, then that new SSN must be disclosed and documented.

Attachment “C”

Low Rent and HOAP - Maintenance & Inspection Policy



Regional Housing Authority

Maintenance & Inspection Policy

Tlingit Haida Regional Housing Authority

Adopted by the Board of Commissioners on
November 16, 2022

Resolution No. 22-21

This edition of the Maintenance policy was adopted by the Board of Commissioners of the Tlingit-Haida Regional Housing Authority by Resolution No. 22-21, November 16, 2022.

Updated
Resolution 20-11 March 13, 2020
Resolution 12-21 September 12, 2012

Table of Contents

I.	Purpose	3
II.	Authority.....	3
III.	Definitions	3
IV.	Responsibilities	4
V.	Measure and Recovery of THRHA Costs.....	6
VI.	Types of Maintenance	6
VII.	Work Orders.....	8
VIII.	Inspections.....	8
IX.	Other Applicable Policies.....	10

I. PURPOSE:

To ensure that safe, decent and sanitary conditions exist in each of the dwellings owned or managed by Tlingit Haida Regional Housing Authority, hereafter referred to as THRHA. The Maintenance & Inspection Policy establishes the parameters to properly maintain THRHA housing units, apply consistent standards, practices, and provides appropriate and systematic charges to Tenants/Home buyers for repair expenses attributable to Tenant/Home Buyer damage of their units.

This policy shall be made available to program participants and applicants.

II. AUTHORITY: The President/CEO shall assume overall responsibility for the maintenance and control all THRHA properties. However, the President/CEO may designate the responsibility of managing properties to a Program Director.

III. DEFINITIONS:

A&O: Admissions and Occupancy

Alaska Landlord & Tenant Act: Covers the rental of a residence, such as an apartment, mobile home or house under the Uniform Residential Landlord and Tenant Act (AS 34.03.010)

Dwelling: A house or apartment.

Employee of THRHA: If a tenant is a THRHA employee, the employee must complete a payroll deduction for auto payment. If the employee's rent is past due the employee must agree to have balance deducted from their paycheck. Employees are required to follow all program rules and no exceptions will be made.

Homebuyer: A resident of a dwelling managed and or owned by THRHA who's rental agreement includes an option to purchase.

HQS: Housing Quality Standards.

Inspections: Documents the condition of the dwelling either in person or virtual.

Landlord: Owner of the dwelling.

Maintenance: Established standards and practices to ensure dwelling is maintained.

Normal Wear and Tear: The expected decline in the condition of a property due to normal everyday use. It is deterioration that occurs while living in a THRHA dwelling and is not caused by abuse or neglect.

Program Director: The THRHA employee managing the housing program as directed by the President/CEO.

Rental or Lease Agreement: Signed document between THRHA and the Tenant/Home Buyer that defines the responsibilities of each party.

Security Deposit: Payment to a landlord by Tenant to ensure that Tenant will pay the rent due, will maintain the property, and will not damage it.

Tenant: Anyone who rents a dwelling managed and/or owned by THRHA.

UPCS: Uniform Physical Condition Standards

IV. RESPONSIBILITIES

A. The Tenant/Home Buyer and THRHA are jointly responsible to future generations for ensuring that homes are used properly and well maintained. It is the responsibility of each Tenant/Home Buyer to take pride in their home by keeping it and the grounds in a decent, safe and sanitary condition at all times. Tenants are also responsible for helping maintain the general ambiance of the common areas and grounds by keeping it clean. THRHA is primarily responsible for providing maintenance for common areas and equipment and taking care of lawns and snow removal in common areas for tenants.

B. THRHA Responsibilities

1. Providing maintenance for all Rental Units resulting from normal wear and tear.
2. Provide exterior pest control as needed.
3. Coordinating counseling programs to train and advise Tenants/Home Buyers of their maintenance responsibilities prior to occupancy to include:
 - Operation and maintenance of appliances and equipment in the home.
 - Preventive maintenance programs.
 - Energy conservation.
 - Routine maintenance.
4. To the greatest extent feasible, THRHA will apply HQS standards, at a minimum, to determine normal wear and tear. Other credible standards may be applied in the absence of HQS standards or when required by a specific program, at the discretion of the Program Director.
5. Ensure that Home Buyers are maintaining their homes in accordance with HQS, or UPCS standards as required by program or grant requirements.
6. THRHA is responsible for the long-term planning of major renovations and modernizations for rental Units. All operations will be done in an efficient and prudent manner for prompt renovation of vacant units and for proper control of manpower and materials.

C. Rental Tenant Responsibilities

1. Shall keep that part of the premises occupied and used by the tenant as clean and safe as the condition of the premise permit.
2. Shall dispose all ashes, rubbish, garbage, and other waste from the dwelling unit in a clean and safe manner.
3. Shall keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

4. Shall use a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen, and other facilities, and appliances including elevators in the premises.
5. May not deliberately or negligently destroy, deface, damage, impair, or remove a part of the premises or knowingly permit any person to do so.
6. May not unreasonably disturb or permit others on the premises with the tenant's consent to unreasonably disturb, a neighbor's peaceful enjoyment of the premises.
7. Shall maintain smoke detection devices and carbon monoxide detection devices as required under AS 18.70.095.
8. May not, except in an emergency when the landlord cannot be contacted after reasonable effort to do so, change the locks on doors of the premises without first securing the written agreement of the landlord and, immediately after changing the locks, providing the landlord a set of keys to all doors for which locks have been changed; in an emergency, the tenant may change the locks and shall, within five days, provide the landlord a set of keys to all doors for which locks have been changed and written notice of the change
9. May not, unreasonably engage in conduct, permit others, on the premises to engage in conduct, that results in the imposition of a fee under municipal ordinance adopted under AS 29.35.125.
10. May not allow the number of individuals occupying the premises to exceed the number allowed by applicable law, by a covenant limiting the landlord's use of the premises, or the rental agreement.
11. Further responsibilities are included in the Rental Agreement.

D. Home Buyer Responsibilities

1. Tenants in our rent-to-own or home purchase programs are responsible for all routine and non-routine maintenance of the home as outlined in the lease agreement, including pest control.
2. It is the responsibility of the Home Buyer to replace and maintain all smoke detectors located in the home. Smoke detectors are always to be in operating condition. Failure to do so is a violation of Alaska State Law.

E. Tenant/Home Buyer Responsibility for Damage

1. Tenants are responsible for any damage or neglect, including damage resulting from failure to report maintenance problems or from poor housekeeping practices.
2. Failure of Tenants/Home Buyers to meet the maintenance standards described in the Agreement or in these policies constitutes a breach of the Agreement and is grounds for termination. The following identifies, but is not limited to, circumstances resulting in damage:
 - a. Failure to use reasonable care to maintain all aspects of the Dwelling.
 - b. Use of any aspect of the Dwelling, or any fixture or appliance, in an improper manner or a manner for which that aspect of the Dwelling was not intended; or
 - c. Damage to any aspect of the Dwelling caused by abuse, vandalism, or neglect, or by a breach of the Agreement or Lease.

- d. If the condition of the property creates a threat to the life, health or safety of the occupants or a situation which will lead to damage of the unit, and the Tenant/Home Buyer fails to correct the deficiency in an expeditious manner or in a time period specified by THRHA, THRHA shall have the work done, and charge the cost thereof to the Tenant/Home Buyer's account.

F. Tenant Notification

Tenants/Home Buyers shall notify THRHA promptly of all known need for repairs and of any known unsafe conditions on the premises or grounds, which may lead to either damage or injury. THRHA staff can assist all Tenants/Home Buyers through inspection and counseling; however, THRHA maintenance staff will take charge of all repair work on rental homes. Any non-covered repairs made by THRHA are to be charged directly to the Tenant/Home Buyer's account.

G. Insurance

THRHA is responsible for carrying insurance on the structure of all property owned by THRHA. Tenants/Home Buyers are responsible for payment of the deductible for damage covered by THRHA's insurance carrier. The THRHA President & CEO will make the determination to charge or not to charge a Tenant/Home Buyer for the difference between the amount the insurance company covers and the total cost to repair or replace a unit.

H. Contents Insurance

THRHA does not provide contents insurance and will not be liable for damages to Tenant/Home Buyer's contents. All Tenants/Home Buyers will be counseled about the importance of content insurance.

V. Measure and Recovery of THRHA Costs

A. Tenant/Home Buyer Responsibility for Charges

Tenants/Home Buyers will be financially liable and accountable for loss, destruction, or failure to satisfactorily clean THRHA property, when the damage is due to Tenant/Home Buyer's fault. The cost will be based on physical inspection and/or other documentation provided by THRHA employees.

B. Documentation and Filing

All inspections must be accurate, thorough, and well documented and kept in the Tenant/Homebuyer's file.

C. Opportunity to Cure Breach

When Tenants/Home Buyers fail to conduct routine housekeeping, such as refilling oil tank, the Tenants/Home Buyers will be provided with an initial opportunity to conduct necessary housekeeping related repairs. If Tenant/Home Buyer should fail to perform the housekeeping related repair in good workmanship manner and/or timely, then THRHA will arrange to complete the repair at the Tenant/Home Buyer's expense.

D. Calculating Tenant/Home Buyer Charges

1. Whenever THRHA performs a repair, replacement, or maintenance task for which the Tenant/Home Buyer is responsible, the amount of the charge will be determined by THRHA on the following:
 - a. THRHA's actual cost for labor and materials; and
 - b. A schedule of costs for specific repairs, replacements and maintenance, maintained and updated as needed by THRHA.
2. In situations where the cost of repair exceeds the cost of replacement, the cost of replacement will be utilized.
3. Charges for actual costs of maintenance work will be based on
 - a. The wage plus fringe rate for the employee times the actual time worked is charged to the Tenant/Home Buyer plus material cost.
 - b. Time for pickup of supplies and travel time to and from the job site will be charged.
 - c. All maintenance charges will be clearly documented in the work order.
 - d. Work performed between the hours of 8:00am and 4:30pm Monday through Friday, exclusive of holidays, is considered normal work hours.
 - e. Work performed on weekends, holidays, or after 4:30pm and before 8:00am is charged at the overtime rate with a minimum charge of 1.5 hours. THRHA will charge time based on one (1) hour increments for all calls.

E. Aging Tables

For fixtures, appliances and other parts of the Dwelling that require non-routine repair or replacement, the following Aging Tables set out a presumption as to what percentage of the repair or replacement cost is attributable to normal wear and tear, and what percentage is attributable to Tenant Fault. Pursuant to Section II, these tables will be utilized for Tenants at the time of move-out, to determine the percentage of the repair or replacement cost to charge to Tenant.

Refrigerator and Range

Age of Appliance	1 y r	2 y r	3 y r	4 y r	5 y r	6 y r	7 y r	8 y r	9 y r	10 y r
% Payable by Tenant	100	90	80	70	60	50	40	30	20	10

Flooring

Age of Flooring	1 y r	2 yr	3 y r	4 y r	5 y r	6 y r	7 y r	8 y r
% Payable by Tenant	100	85	70	55	40	25	10	0

Square floor tile, vinyl and carpet repair/replacement will be Actual Cost of the

repair or replacement. Family size may be taken into account for determining fair wear and tear on all floor coverings.

Drapes & Blinds

Age of Drapes/Blinds	1 y r	2 yr	3 y r	4 y r	5 y r
% Payable by Tenant	1 0 0	75	5 0	2 5	0

Painting

Painting Useful Life	Up to 12 months	Up to 24 months	Up to 36 months	Up to 48 months
% Payable by Tenant	100	75	50	25

- f. Repainting a unit after four (4) years is considered as being attributable to normal wear and tear. Units that require painting after being vacated prior to four (4) years will be assessed charges for repainting based on a percentage of useful life remaining.

VI. Types of Maintenance

A. Routine Maintenance

Routine maintenance is the day-to-day, ordinary maintenance of structures and equipment that have deteriorated through normal wear and tear. It includes responding to service needs when items are not functioning correctly; making minor repairs to systems and equipment; and replacing component parts of systems and equipment.

B. Preventive Maintenance

1. Preventive maintenance minimizes the need for major corrective maintenance and maintenance expenses. There are two phases to the Preventive Maintenance Program:
 - Preventive maintenance inspections, and
 - The actual preventive maintenance performed by THRHA.
2. Preventive maintenance requires the establishing a regular, periodic schedule for the following (but not limited to) types of work:
 - Checking fire safety and detection equipment.
 - Inspecting, adjusting, cleaning and/or lubricating heating systems and equipment, such as boilers, furnaces, wood stoves and flues, ranges, hot water heaters, space heaters and refrigerators.
 - Inspecting and repairing plumbing systems and fixtures, including caulking around bathtubs, windows, and exterior door frames.
 - Inspecting, repairing and replacing worn parts in electrical systems and fixtures.
 - Inspecting and repairing roofs, gutters, and flashing.

- Inspecting and re-painting sealed surfaces which protect underlying structures and materials.
 - Inspecting for condensation, dampness, and rot in wood materials, and for rust in metal components, and taking corrective action as needed.
 - Correcting erosion and drainage deficiencies.
 - Fertilizing and cultivating planted areas.
 - Inspecting sewer lines, clean-outs and inspecting and pumping of septic systems.
 - Inspecting and patching paved surfaces.
 - Inspecting units for and controlling vermin and pests.
3. Preventive maintenance work is cyclical and will be scheduled according to the season. For example, heating systems should be inspected, cleaned, and repaired during the summer months to ensure that they will be operating smoothly when they are needed in the winter months.

C. Non-Routine Maintenance

Non-routine (or extraordinary) maintenance is replacement, or improvement of the structure, systems, or major equipment. Non-routine maintenance can be further defined as involving substantial expenditure, either planned or caused by unforeseen events (storms, abuse, vandalism). Non-routine maintenance can include:

- Replacing roofs.
- Replacing major systems of the home such as heating or electrical systems.
- Replacing major equipment such as water heaters or appliances.
- Replacing windows and doors.
- Performing landscaping, erecting and/or repairing retaining walls.
- Performing mold remediation, weatherization.
- Painting and/or residing the exterior of the home.

D. Emergency Maintenance

1. Emergencies are defined as the result of unexpected circumstances; a hazardous condition exists that threatens the health and safety of the occupant. Such as no heat in the winter, plumbing hazards, electrical hazards, and imminent structural collapse.
2. Tenants/Home Buyers reporting an emergency, THRHA will respond as soon as reasonably possible.
3. If the condition of the home creates a hazard to life, health or safety of the occupants, the President & CEO grants immediate authority to their Designee to decide and take the necessary steps to correct the health and safety deficiencies, up to and including, relocating the occupants if necessary and authorized immediate corrective action to repair the deficiencies to assure the occupants safety and wellbeing.

E. Warranty Repairs

It is the responsibility of the Tenant/Home Buyer, during the period of the applicable warranties (suppliers and manufacturers), to promptly inform THRHA of any deficiencies arising during the warranty period so that THRHA may enforce any rights under the applicable warranties. If a Tenant/Home Buyer fails to furnish such a notice in time, and THRHA is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the Tenant/Home Buyer.

VII. Work Orders

- A. The purpose of the Work Order is to monitor and track the repairs made to a unit. No work shall be initiated without a valid Work Order. Work Orders for emergencies may be completed after responding to the emergency if the situation warrants such action.
- B. The Work Order must record the following at a minimum:
 - Description of the required repair
 - Cost estimate
 - Environmental Review completion
 - Source of funds for payment
 - Signature of Tenant/Home Buyer that work was completed
 - Actual costs including hours worked by staff
- C. Completed work orders being billed to the Tenant/Home Buyer will be sent with an itemized billing.

VIII. Inspections

- A. Right of Inspection
 - THRHA retains the right of entry and inspection of the unit during the term of the tenancy (including allowing access to the unit by law enforcement officials) by providing a twenty-four (24) hour notice to make repairs or perform maintenance; supply necessary or agreed services; inspect for damages that identifies the stated time and will the best to pick a time that is mutually beneficial to both parties. THRHA may enter the dwelling without permission when: it is not possible to contact the tenant by ordinary means; the tenant has been gone from the property for more than seven days without notice; or there is an emergency such as smoke, water or explosion. Per The Alaska Landlord & Tenant Act tenants cannot unreasonably refuse to allow the landlord to enter.
 - Inspections may be done virtually with Tenant/Home Buyer and a Housing Staff member.
 - Inspection standards – UPCS are required by the Tax Credit Program, other units are required to follow HQS standards.
- B. Types of Inspections
 - Pre-occupancy (Move In): Prior to occupancy, the tenant/home buyer and THRHA

representative will conduct an inspection to document the existing condition of the dwelling.

- Special: THRHA has the write to make inspections with prior notification if THRHA is informed that the interior or exterior of the dwelling is not maintained in a safe and/or sanitary condition.
- Emergency: THRHA can conduct an immediate inspection of a unit if there is reasonable cause to believe an emergency exists that presents an immediate threat to the health or safety of persons or damage to dwelling.
- Triennial Inspection: Will occur every three years unless a program or grant requires an earlier inspection.
- Final (Move Out): The final inspection documents the condition of the home at the time THRHA regains possession of the home. All items needing repair/replacement or cleaning will be documented for the file. During the process of making repairs

Corrective Actions

1. An inspection may result in mandatory maintenance being required of a Tenant/Home Buyer. In this case, a plan of action will be developed between staff and the Tenant/Home Buyer listing specific maintenance actions needed and target dates. Staff will follow up with subsequent inspections on those dates to assure necessary compliance by the Tenant/Home Buyer. Special Inspections will continue to be scheduled until such time that THRHA is satisfied that the Tenant/Home Buyer is meeting the home maintenance and housekeeping requirements.
2. Emergency or health and safety deficiency findings will be followed up within 24 hours of the finding provided items needed to complete the repair are readily available in the community. If the Tenant/Home Buyer does not have the resources to correct the condition, THRHA will immediately have the corrective work done without first offering the Tenant/Home Buyer the opportunity to develop a plan of correction or to correct the condition themselves. The charge for the work done is charged to the Tenant/Home Buyer's account. The Tenant/Home Buyer will be given a copy of the maintenance to be performed and details of the cost.
3. If the Tenant/Home Buyer fails to respond and or neglects the notice, THRHA shall follow procedures set forth for breach of Agreement or Lease as listed under Tenant/Home Buyer responsibilities.
4. A Tenant/Home Buyer's refusal to allow THRHA to enter the premises and all buildings as described in the THRHA policies is a violation of the THRHA housing assistance programs and action to terminate program participation will be initiated by THRHA staff.

IX. DISPUTES

- A. THRHA may charge Tenant a lesser portion of the repair or replacement cost if Tenant demonstrates to THRHA's satisfaction that a lesser portion of the damage is attributable to Tenant Fault.

- B. **Appeals.** A Tenant may appeal maintenance charges in writing and postmarked within five (5) working days from receipt of THRHA's billing. Such appeals shall be directed to the President/CEO and be responded to within five (5) working days of receipt.
- C. **Grievances** – may be filed in accordance with THRHA's grievance policy for tenants.

X. OTHER APPLICABLE POLICIES

- A. Admissions and Occupancy
- B. Pet Policy
- C. Complaint and Grievance
- D. Mold Remediation and Prevention Policy
- E. Methamphetamine Policy

Attachment “D”

Low Rent and HOAP - Pet Policy for Tenants



Regional Housing Authority

Pet Policy for Tenants

Tlingit-Haida Regional Housing Authority

Adopted by the Board of Commissioners on October 12, 2015.

Resolution No. 15-08

This edition of the Pet Policy for tenants was adopted by the Board of Commissioners of the Tlingit-Haida Regional Housing Authority by Resolution No. 15-08, October 12, 2015. This document, and its subsequent amendments, supersede all prior editions of the Pet Policy and Procedures.

Table of Contents

I.	Purpose	3
II.	Definitions	3
III.	Service animals	4
IV.	THRHA approval of pets.....	4
V.	Pet registration	5
VI.	Standards for pets	5
VII.	Restricted areas for pets.....	5
VIII.	Pet waste removal and charges for non-compliance	6
IX.	Financial obligations of tenants	6
X.	Rules for pets	7
XI.	Notice of violation.....	8

I. PURPOSE

This policy establishes the guidelines for the ownership of pets, service animals, and companion animals in and on properties owned and operated by the Tlingit Haida Regional Housing Authority (THRHA). It also establishes reasonable rules that govern the keeping of common household pets and ensures that no applicant or tenant is discriminated against in the admission process or their continued occupancy because of pet, service animal, or companion animal ownership. Special rules within this policy govern the keeping of common household pets in housing occupied exclusively by the elderly.

This policy is reasonably related to the legitimate interest of THRHA to provide a decent, safe and sanitary living environment for existing and prospective tenants and in protecting and preserving the physical condition of the property and the financial interest of THRHA. Pet ownership is a privilege, not a right, which can be revoked at any time by THRHA. Written approval by THRHA is required before any animal or pet of any kind is permitted in or on THRHA property.

A tenant may own one or more household pets, service animals, or companion animals subject to the restrictions designated in this policy, provided that the tenant maintains each animal responsibly, in accordance with applicable state and local public health, animal control and animal anti-cruelty laws and regulations, and in accordance with these policies.

This policy is incorporated by reference into the dwelling lease signed by the tenant. All tenants are required to comply with the terms of their dwelling lease. Violation of this policy is considered a violation of the lease agreement and may constitute grounds for pet removal and or, depending on the severity of the infraction, termination of the tenancy.

This policy should also consider to the extent applicable, pertinent regulations found in the Fair Housing Act, the Americans with Disabilities Act, and Alaska state and local law.

II. DEFINITIONS

Animal(s) as used in this policy, refers to any common household pet, service animal, or companion animal.

Common Household Pets are domesticated animals, such as dogs, cats, birds, guinea pigs, hamsters, gerbils, turtles, lizards and fish, that are traditionally kept in the home for non-commercial purposes. Excludes livestock.

Companion Animals are therapy and emotional support animals and are not service animals. The ADA does not require that individuals be allowed to have companion or emotional support animals accompany them in public places. A request to keep a companion or emotional support animal in housing is considered as a request for an accommodation and reviewed on an individual basis. An individual requesting accommodation in housing for a companion or emotional support animal must establish that he or she has a documented medical condition and that the animal is providing essential therapeutic benefit related to that disability. Part of the documentation for companion animals should include a letter or prescription from a qualified medical professional.

Disabled Person is a person who is under a disability as defined in section 223 of the Social Security Act 42 U.S.C. (423) or who has a developmental disability as defined in section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act 42 U.S.C. (6001 (7)).

Elderly Person is a person who is at least 55 years of age and living in a designated

THRHA elderly housing unit.

Elderly Housing is a THRHA dwelling or unit for the exclusive use of elderly persons.

HUD The Department of Housing and Urban Development.

Lease is defined as the document that formalizes the relationship between the tenant and THRHA.

Livestock are farm animals such as, but not limited to: cows, pigs, horses, goats and chickens.

Permitted Animal Owner is a tenant who has been approved by THRHA to have an animal in their unit and has signed the addendum to the lease.

Service Animals per the Americans with Disabilities Act ADA adopted by the State of Alaska, are defined as any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including but not limited to: guiding individuals with impaired vision; alerting individuals with impaired hearing to intruders or sounds; providing minimal protection or rescue work; and pulling a wheelchair or fetching dropped items. If the animal meets this definition, then it is considered a service animal under the ADA regardless of its licensure or certification by a state or local government. Service animals are not considered common household pets. Companion animals are not considered service animals.

Tenant as used in this policy and the lease, is the person(s) signing the lease.

THRHA Tlingit Haida Regional Housing Authority.

Vicious Animal is any animal, which when unprovoked, has ever bitten or attacked a human being

III. SERVICE ANIMALS

- A. Service animals are not considered common household pets. Certain portions of this policy, that conflict with current federal law, do not apply to service animals that are used to assist the elderly and persons with disabilities. This exclusion applies to animals that reside in properties for the elderly, as well as animals that visit these properties.
- B. In order to qualify for the service animal exclusion, the tenant must provide written certification from a qualified medical professional that the tenant or a member of his or her family requires a service animal.
- C. Per CFR 960 nothing contained in this subsection limits or impairs the right of persons with disabilities, authorizes THRHA to limit or impair the rights of persons with disabilities, or affects any authority that THRHA may have to regulate animals that assist persons with disabilities, under federal, state, tribal or local law.

IV. THRHA APPROVAL OF PETS

- A. Except for elderly housing, pet ownership is restricted to those developments comprised exclusively of duplex or single family units. Tenants of THRHA duplex and single family unit rentals may own a maximum of two common household pets subject to the following requirements:
 - 1. tenants must maintain each pet responsibly;
 - 2. tenants must comply with applicable State and local public health, animal control and animal anti-cruelty laws and regulations;
 - 3. tenants must comply with the rules contained in this policy; and
 - 4. tenants must provide THRHA with a pet deposit.

- B. Permitted pets are domesticated dogs, cats, guinea pigs, hamsters, gerbils caged birds, turtles, lizards and fish. Livestock are not permitted.
 - 1. Tenants are allowed a maximum of two pets.
 - 2. Fish are limited by aquarium and must not exceed 50 gallons.
 - 3. Aquariums are required to be covered.

V. PET REGISTRATION

- A. All animals must be registered with THRHA and the registration must include:
 - 1. a certificate signed by a licensed veterinarian or state or local authority sanctioned with the power to inoculate animals stating that the animal has received all vaccinations required by state and local law.
 - 2. licenses mandated by local law;
 - 3. information sufficient to identify the animal such as a current and clear photograph;
 - 4. the name and contact information for one or more responsible party(s) who will care for the animal if the owner dies, is incapacitated, or is otherwise unable to care for the animal; and
 - 5. must not have any communicable disease(s) and is pest free.
- B. THRHA shall notify the owner if the owner fails to register their animal(s) in accordance with this policy. Failure to comply with the registration requirement is deemed a violation of this policy and the terms of the lease.
- C. THRHA will not permit an animal if:
 - 1. the animal is not a common household pet, service animal, or companion animal as defined in this policy;
 - 2. keeping the pet, service animal, or companion animal would violate this policy;
 - 3. the tenant fails to comply with the requirements of pet, service animal, or companion animal registration; or
 - 4. THRHA reasonably determines that the tenant is unable to comply with this policy and other lease obligations.
- D. If THRHA does not permit an animal, a written notice will be sent to the tenant stating the reason for the denial.

VI. STANDARDS FOR PETS

- A. No animal that exhibits behavior that is vicious or intimidating, as determined by THRHA personnel, is to be kept on the premises.
- B. No animal may be kept in violation of state humane or health laws, or local ordinances

VII. RESTRICTED AREAS FOR PETS

- A. Permitted animal owners must recognize that other tenants may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Permitted animal owners must agree to exercise courtesy with respect to other tenants.
- B. Common household pets are not permitted in common areas including lobbies, community rooms or laundry facilities, except pets are allowed to pass through those common areas which are entrances to and exits from the building.

VIII. PET WASTE REMOVAL AND CHARGES FOR NON-COMPLIANCE

- A. Permitted animal owners are to provide litter boxes for cat waste which are to be kept in the unit. The permitted animal owner is not allowed to let waste accumulate. Permitted animal owners are responsible for properly disposing of cat waste.
 - 1. Cat waste shall be disposed of in a heavy, sealed plastic trash bag and placed in a trash container immediately.
 - 2. Litter shall not be flushed through a toilet.
 - 3. Litter boxes must be stored inside the permitted animal owner's dwelling unit.
- B. Permitted animal owners are responsible for promptly cleaning up animal waste, if any, outside of the unit on THRHA property, and properly disposing of said waste.
 - 1. Permitted animal owners shall remove waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin.
 - 2. Permitted animal owners shall take adequate precautions to eliminate any animal odors within or around the unit and maintain the unit in a sanitary condition at all times.
- C. Permitted animal owners who fail to remove animal waste will be charged for labor that includes, but is not limited to, travel to and from the unit, cleanup and disposal of waste. Animal waste removal charges are separate and additional to rent charges.

IX. FINANCIAL OBLIGATIONS OF TENANTS

- A. Tenant pet owners who own or keep pets in their units are required to pay a deposit. These fees are considered separate and distinct from any rent or other required financial obligation of the tenant pet owner. Service and companion animals are not household pets and therefore, owners are not required to comply with the pet deposit fee.
 - 1. All tenant pet owners, with the exception of elderly tenant pet owners, shall pay a pet deposit on or prior to the date the pet is properly registered and before the pet is brought into the unit. The deposit is for the purpose of defraying reasonable costs directly attributable to the presence of pets.
 - 2. Elderly tenants who reside in designated elderly units that are subsidized by HUD are allowed to negotiate a payment plan for the deposit.
 - 3. THRHA will impose an additional nominal fee per occurrence on owners who fail to remove animal waste in compliance with these established rules. Animal waste removal charges are separate and distinct from the pet deposit and rental charges.
 - 4. All pet deposits shall be placed in an escrow account and any amount that is unused shall be returned to tenant pet owner.
 - 5. The pet deposit is refundable if no damage is done, as verified by THRHA, after the tenant pet owner removes the pet, or moves. If an inspection of the unit reveals no evidence of damage, refunds will be made within thirty (30) days after the tenant pet owner moves or upon removal of the pet.
 - 6. The tenant pet owner will be billed for any damage amount that exceeds the

pet deposit.

7. The permitted animal owner will also be responsible for all reasonable expenses directly related to the presence of an animal on the premises, including the cost of repairs and replacement in the housing unit and outside of, and the cost of animal care facilities if needed. If the permitted animal owner is in occupancy when these damages occur, the charges are due and payable. These charges will not be deducted from the pet deposit while the permitted animal owner is occupying the unit.

X. RULES FOR PETS

- A. These rules establish standards of pet care and handling and are intended to protect the health, safety and welfare of tenants, THRHA employees and the general public. Tenants are required to protect the condition of the tenant's unit and THRHA housing property.
- B. Tenants must receive a written permit to keep any animal or have any animal on the premises. This privilege may be revoked at any time if the permitted animal owner is an irresponsible animal owner; if the animal becomes destructive; a nuisance or safety hazard to other tenants; or, if the permitted animal owner fails to comply with this policy.
- C. Permitted animal owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her animal(s).
- D. All cats and dogs must be spayed or neutered if over six (6) months of age. If such animals are not spayed or neutered and have offspring, permitted animal owner is in violation of this policy and the lease.
- E. Dogs and cats shall remain inside a tenant's unit unless they are on a leash and directly controlled by an adult. Birds must be confined to a cage at all times.
- F. Dogs and cats must be in a kennel or on a securely attached leash and other pets must be properly caged when THRHA personnel must enter the unit.
- G. Tenant shall not permit any disturbance by their animal which would interfere with the peaceful enjoyment of other tenants; whether by loud barking, howling, whining, biting, scratching, chirping, or other such activities. THRHA will not, under any circumstances, require permitted animal owners to have any animal's vocal chords removed per CFR 960.
- H. If animals are left unattended for twenty-four (24) hours or more, THRHA may enter to remove the animal and transfer it to the proper authorities subject to the provisions of the local ordinances. THRHA accepts no responsibility for the animal under such circumstances.
- I. Tenant shall not alter their unit, or unit area to create an enclosure for an animal. Installation of pet doors is prohibited.
- J. Tenant is responsible for all damages within the units including fumigations caused by their animals.
- K. Permitted animal owners are responsible for all external damage that is caused by their animals including damage to the landscape and or exterior of any housing unit.
- L. Permitted animal owners shall not allow their animals to trespass upon or cause damage to the property of another community member or common areas of THRHA

property.

- M. Tenants are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without permission of THRHA.
- N. Tenants who violate these rules are subject to eviction.

XI. NOTICE OF VIOLATION

- A. Any two similar infractions within a six (6) month period concerning an animal as documented by THRHA, is grounds for eviction.
- B. The authorization for an animal may be revoked at any time, if the animal, is vicious, intimidating, destructive, or a nuisance to others, or if the permitted animal owner fails to comply with this policy.
- C. Permitted animal owners may file a complaint and or grievance in accordance with the THRHA Complaint and Grievance Policy.

Attachment “E”

Low Rent and HOAP – Methamphetamine Policy



Regional Housing Authority

Methamphetamine Testing & Remediation Policy

Tlingit Haida Regional Housing Authority

Adopted by the Board of Commissioners on
November 8, 2019

Resolution No. 19-23

This edition of the Electronic Signatures policy was adopted by the Board of Commissioners of the Tlingit-Haida Regional Housing Authority by Resolution No. 19-23, November 8th, 2019.

Table of Contents

I.	Purpose.....	4
II.	Definitions.....	4
III.	General Information.....	4
IV.	Methamphetamine Testing.....	4
V.	Testing Methods and Collection Procedures	4
VI.	Test Results	4
VII.	Consequences of Violating Policy.....	5
VIII.	Remediation and Cleanup.....	5

I. PURPOSE

The purpose of this policy is to ensure that all units that are owned and/or managed by Tlingit Haida Regional Housing Authority are monitored for Methamphetamine contamination in order to provide a safe and healthy living environment for our tenants and homebuyers. In addition, to ensure a safe and healthy work environment for our employees, any non-THRHA owned units that THRHA employees work in must be free of Meth contamination.

II. DEFINITIONS

- A.** THRHA – Tlingit Haida Regional Housing Authority
- B.** Meth – abbreviation for Methamphetamine

III. GENERAL INFORMATION

THRHA has adopted the Alaska Department of Environmental Conservation's "fit for use" cleanup standards to determine if remediation is required. This standard is as follows:

Substance	Cleanup Standard
Methamphetamine	.01 micrograms per 100 square centimeters

IV. METHAMPHETAMINE TESTING

Only properly trained THRHA staff or other certified consultants will be permitted to administer Meth testing activities. Circumstances that will require testing include, but are not limited to:

- A.** Move-out Inspection – Testing shall be conducted as soon as possible after THRHA takes possession of a unit.
- B.** Clearance Testing – Testing shall be conducted after the rehabilitation of a unit unless the unit was previously tested, and the results were negative, or the levels were below the cleanup standard.
- C.** Unit Transfer – If a household applies for a transfer, their vacating unit will be tested for Meth contamination during the transfer process. If the vacating unit tests positive for Meth contamination, indicating use or manufacture of Meth in the unit during their occupancy, the unit transfer request may be denied.
- D.** Routine Annual Inspections.
- E.** Testing will be conducted before any work begins on non-THRHA owned homes participating in any THRHA managed home repair program.
- F.** Reasonable Suspicion
 - 1. If THRHA has reason to believe that illegal possession, use or manufacturing of Meth is occurring in a resident's unit or within premises controlled by the resident; such as storage areas or an adjacent common areas owned or managed by THRHA, THRHA will (1) inform the resident of the reported suspicion, and (2) provide the resident with a written 24 Hour Notice of Unit Inspection in accordance with the THRHA Admissions and Occupancy policies.
 - 2. THRHA will consider several information sources which include, but are not limited to Tribal Council members, THRHA Commissioners, Neighboring Residents, Law Enforcement

Agencies, THRHA staff inspections and household/family members to identify suspected Meth possession, use or manufacturing. THRHA will then determine whether reasonable suspicion exists and may proceed with testing.

G. Contamination of Neighboring Unit – If THRHA suspects contamination of neighboring units after Meth contamination has been established; the resident(s) will be given a 24 Notice of Unit Inspection and the appropriate testing will be performed with their unit.

1. If the neighboring unit tests positive for unsafe levels of Meth contamination, but there is no clear indication of Meth presence, use or manufacturing with the unit, THRHA will take necessary mitigation steps which may require a temporary unit transfer or relocation. In order to prevent cross -contamination of Meth from one unit to another, the non-offending household will be encouraged and provided resources and assistance to de-contaminate furnishings, clothing, or other personal items before they are transferred to a new unit.

H. Before purchasing a home, THRHA will test the unit for Methamphetamine.

V. TESTING METHODS AND COLLECTION PROCEDURES

A. THRHA uses a tiered testing process.

1. The first test is a quick test that provides results onsite.
2. If the quick test is positive, THRHA will collect samples utilizing the Wipe Test method. Samples will be sent to an authorized laboratory to determine the level of contamination. Following the instructions provided with the test, each room should be tested in multiple locations (up to 4) and combined in one composite sample. Additionally, one “control” sample will be taken for each unit.

VI. TEST RESULTS

Once the results from the tests are received, the following standards will be applied:

- A. If the test results are negative, rehabilitation activities can proceed. The negative test results will be used as the baseline for the unit and further testing is not required prior to occupancy.
- B. If the test results are positive, but the levels are not above the standard, rehabilitation activities can proceed. Once complete, the unit must be retested to establish a baseline for the unit prior to occupancy.
- C. If the test results are positive and above the standard, and the unit has a pre-established negative baseline, the following process will be followed:
 1. THRHA will notify local law enforcement and will cooperate with investigations and enforcement actions, including but not limited to the granting of emergency access to the THRHA owned unit without advance notice to the resident.
- D. If the test results are positive and above the standard, and the unit does not have a pre-established negative baseline, and there is no clear indication of Meth presence, use or manufacturing with the unit, THRHA will take necessary

mitigation steps which may require a temporary unit transfer or relocation.

VII. CONSEQUENCES OF VIOLATING POLICY

- A. If the Tenant/Homebuyer fails to comply with any obligations under this policy, THRHA may terminate their lease/contract, by providing a Notice of Termination and Notice to Quit/Vacate, pursuant to THRHA Admissions and Occupancy Policies.

The President & CEO, or their designee, shall be responsible for all final decisions regarding termination/eviction and any future program participation. Each decision will be determined on a case by case basis and will include the following considerations:

1. If a unit with a documented baseline tests positive for Meth contamination, and the levels are higher than the baseline, THRHA will consider that the contamination occurred during the current tenancy and may elect to proceed with termination. The Tenant may be held liable for all costs associated with the decontamination of the unit.
2. If a unit without a documented baseline tests positive, and the resident of a unit that denies the possession, use or manufacturing of Meth during their tenancy, THRHA may consider the following to warrant the termination of tenancy:
 - a. Law enforcement reports of suspected dealing, use or manufacturing; and/or
 - b. Information provided from other credible sources to establish reasonable cause.

If termination does not take place, periodic testing may be required to ensure compliance.

- B. If a non-THRHA owned home tests positive, they may be removed from participation in the THRHA managed repair program.
- C. Tenants who have been previously evicted for violating this policy may be eligible to reapply for program participation if the Tenant:
1. Successfully completes a drug rehabilitation program;
 2. Pays off any past due accounts with THRHA; and
 3. Agrees to periodic unit testing to ensure compliance.

VIII. REMEDIATION AND CLEANUP

THRHA has adopted specific cleanup standards for units contaminated by meth based on the Alaska Department of Environmental Conservation's Guidance and Standards of Illegal Drug-Manufacturing Sites. Additionally:

- A. THRHA trained staff will implement all necessary remediation steps including final clearance testing before a unit may be reoccupied.
1. THRHA will, in accordance with the THRHA Admissions and Occupancy Policies, dispose of any personal property that is hazardous, perishable or valueless and will do so in a manner that will prevent salvage and reuse by other persons.

Attachment “F”

Low Rent and HOAP – Complaint and Grievance Policy



Regional Housing Authority

Complaint and Grievance Policy for THRHA Program Applicants and Participants

Tlingit Haida Regional Housing Authority

Adopted by the Board of Commissioners on
January 10, 2019

Resolution No. 20-03

This edition of the Complaints and Grievance policy was adopted by the Board of Commissioners of the Tlingit-Haida Regional Housing Authority by Resolution No. 20-03, January 10, 2020.

Table of Contents

I.	Purpose.....	3
II.	Definitions.....	3
III.	Applicability	3
IV.	Complaints	4
V.	Grievances.....	5

I. Purpose

Tlingit Haida Regional Housing Authority (THRHA) recognizes the need to establish procedures to resolve disputes between program participants or applicants and the THRHA in a fair and impartial manner. The purpose of this policy is to establish the general principals by which THRHA provides for and hears complaints and grievances by its program participants and applicants.

These policies are intended to provide due process to everyone involved along with being in compliance with all federal and state laws, which have precedence.

This policy does not apply to THRHA employees unless filing a complaint or grievance as a program participant, nor does it apply to vendors or contractors.

This policy shall be made available to program participants and applicants.

II. Definitions

Complaint: A statement of dissatisfaction.

Appellant: any complainant who appeals a decision.

Complainant: any participant filing a Complaint or Grievance with THRHA to be handled or reviewed in accordance with the procedures set forth in these procedures.

Grievance: Any dispute which a Participant may have with respect to THRHA action or failure to act with respect to any THRHA program and which is presented to THRHA in accordance with these grievance procedures. Expressly excluded are any matters involving the HUD 184 Loan Guarantee program. Also expressly excluded are disputes involving termination of leases, homeownership agreements, or any other rights to occupancy or evictions except that this does not alter any right of review or examination of documents under certain such proceedings as provided by the Native American Housing and Self-Determination Act of 1996 (NAHASDA).

Hearing Officer: An impartial individual appointed by the President/CEO to conduct a hearing.

Participant: any individual who has applied for, has been awarded, or is currently participating in any THRHA program. Expressly excluded are individuals whose leases, homeownership agreements, or any other rights to occupancy are being terminated or who are being evicted. All such individuals are not allowed to file a grievance.

III. Applicability

A. This Policy shall apply to all individual Complaints and Grievances between the Participant and THRHA, except as excluded herein.

B. Exclusions. These Grievances Procedures shall not apply to:

1. Matters related to an eviction or termination of tenancy;
2. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other Participants or THRHA employees;
3. Any violent or drug related criminal activity on or off premises;
4. Any criminal activity that resulted in a felony conviction of a participant;
5. Disputes between Participants that do not concern THRHA;
6. Class Grievances;
7. As a means of contesting the policies of the Department of Housing and Urban Development; and

IV. Complaints

All complaints (as defined above) received by THRHA staff will be:

1. Logged
2. Reported to the appropriate Director and President/CEO
3. Resolved and communicated to the Complainant
4. Documented

V. Grievances (as defined above)

- A. Any Participant may first present their Grievance in person, in writing, or by phone to the President/CEO in an attempt to resolve the issue before it goes to a formal Hearing. If there is no such resolution to the issue, the Grievance will then need to be provided in written form.
- B. The Participant should contact THRHA in an attempt to resolve the issue before contacting any other regulatory agency (such as HUD).
- C. Any formal Grievance must be presented in writing, to the President/CEO of THRHA. The Grievance may be simply stated, but shall specify at least the following:
 1. The particular grounds upon which the grievance is based;
 2. The action requested; and
 3. The signature of the Participant.
- D. All Grievances must be presented to THRHA within twenty (20) business days of the date of the decision, action or inaction occurs. The President/CEO may waive this deadline if good cause for the delay exists and the interests of third parties will not be prejudiced.
- E. The President/CEO and the Complainant shall make every effort to attempt to resolve a Grievance prior to the Complainant requesting a grievance hearing.
- F. THRHA shall respond within 10 business days after receiving a grievance. The response shall specify:
 1. The proposed action to be taken to resolve the grievance;
 2. The right of the complainant to a hearing before the Hearing Officer; and
 3. The procedure for requesting such a hearing.

- G.** Filing a Grievance shall not suspend, negate, delay or disrupt the implementation of an THRHA decision or action.
- H.** Filing a Grievance shall not affect the relationship between THRHA and the complainant with regard to the provision of other service.
- I. Grievance Hearing**
- 1.** If the Complainant is dissatisfied with the proposed action to resolve the grievance, the Complainant may request a hearing before the Hearing Officer. The request for a hearing must be made within 10 business days of the date on the THRHA's written response. The request for a hearing must be in writing.
 - 2.** If the Complainant does not request a hearing with 10 business days after receiving THRHA's response to the grievance, the Complainant waives their right to a hearing and the THRHA's proposed disposition of the grievance shall become final.
 - 3.** If the Complainant requests a hearing within 10 business days of the date of THRHA's written response, the President/CEO shall appoint and notify the Hearing Officer of the request and shall schedule the hearing to be held within 30 days of the Complainant's request for a hearing.
 - 4.** Written acknowledgment of the request and notice of the scheduled Grievance Hearing date, time and place shall be provided to the Complainant at least 10 business days prior to the hearing date.
 - 5.** The Complainant has the right to review all files and documents that were used by THRHA in its original decision.
 - 6.** Grievance Hearings are confidential and not open to the public.
 - 7.** The Complainant may have a representative speak on their behalf.
 - 8.** The Grievance Hearing shall be conducted informally by the Hearing Officer and verbal or written evidence pertinent to the facts and issues raised by the complainant will be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
 - 9.** After due consideration is given to a Grievance, a final decision will be made by the Hearing Officer whether to sustain, reverse or modify the decision, action or inaction challenged. A written decision shall be promptly given to the Complainant no later than 10 business days after the hearing.
 - 10.** Should the Complainant fail to appear at the Grievance Hearing, the Hearing Officer may:
 - a.** Dismiss the Grievance
 - b.** Proceed without the Complainant, or
 - c.** Reschedule the hearing one time if the Complainant has provided a valid reason for failing to appear.