



Regional Housing Authority

Mutual Help Admissions and Occupancy Policy For Units Administered by

Tlingit Haida Regional Housing Authority

Adopted by the Board of Commissioners:

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MUTUAL HELP-ADMISSIONS AND OCCUPANCY POLICY

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I. STATEMENT OF TLINGIT HAIDA REGIONAL HOUSING AUTHORITY

The Admissions and Occupancy Policy of the Tlingit Haida Regional Housing Authority (THRHA) shall comply with the Department of Housing and Urban Development's (HUD's) 24 CFR parts 905 and 950 Indian Housing Program: Amendments; Final Rule, and shall be updated periodically to reflect compliance as regulations are revised.

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), no otherwise qualified individual with handicaps shall solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under this program.

II. DEFINITIONS

ADJUSTED INCOME: Gross annual income less allowable deductions as described in Addendum F.

ADMINISTRATIVE CHARGE: The amount budgeted per unit per month for operating expenses, exclusive of the cost of HUD approved expenditures for which operating subsidy is being approved.

ANNUAL INCOME: Annual income is the anticipated total income from all sources received by the family head and spouse and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of the initial determination or reexamination of income, exclusive of certain types of income as provided in addendum F.

ALASKA NATIVE CLAIMS SETTLEMENT ACT: 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 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: 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.

AREA OFFICE OF NATIVE AMERICAN PROGRAMS (ONAP): The HUD offices which have been delegated authority to administer programs under the United States Housing Act of 1937 for the areas in which the IHA's are located. (Anchorage, Alaska)

BASE YEAR: THRHA's fiscal year immediately preceding its first fiscal year under the performance funding system.

BIA: The Bureau of Indian Affairs in the Department of the Interior.

CHILD: A member of the family, other than the family head or spouse, who is under the age of 18 years of age.

CHILD CARE EXPENSES: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education, and the amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

CITIZEN: A citizen or national of the United States.

CURRENT BUDGET YEAR: THRHA's fiscal year in which THRHA is operating.

DEPENDENT: A member of the family household (excluding foster children) other than the family head or spouse, who is under 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 person, 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.

EMERGENCY WORK: Physical work items of an emergency nature, posing an immediate threat to the health or safety of residents which shall be completed within one year of funding. A punch list of needed repairs will be identified and corrected by the Contractor within the first 12 months of each new development.

FAMILY: The term 'family' includes a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person.

FULL-TIME STUDENT: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a

diploma or certificate program, as well as an institution offering a college degree.

HANDICAPPED ASSISTANCE EXPENSES: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a handicapped or disabled family member and that are necessary to enable a family member (including the handicapped or disabled individual) to be employed, provided the expenses are neither paid to a member of the family nor reimbursed by an outside source.

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

HEAD OF HOUSEHOLD: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

HOME: A dwelling unit covered by a homebuyer agreement.

HOMEBUYER: The member or members of a lower income family who have executed a homebuyer agreement with the Housing Authority and who have not yet achieved HOME OWNERSHIP.

HOMEBUYER AGREEMENT: A Mutual Help and Occupancy Agreement.

HOMEOWNER: A former homebuyer who has achieved ownership of his or her home and acquired title to the home.

HUD: The Department of Housing and Urban Development.

HOME OWNERSHIP FINANCING: THRHA financing for purchase of a home by an eligible homebuyer who gives THRHA a promissory note and mortgage for the balance of the purchase price.

IHS: Indian Health Service in the Department of Health and Human Services.

INDIAN: Any person recognized as being an Indian or Alaska Native by an Indian tribe, the Federal Government, or any State.

INDIAN AREA: the area within which an Indian Housing Authority is authorized to provide low-income housing.

INDIAN HOUSING AUTHORITY: (IHA) An entity that is authorized to engage in or assist in the development or operation of low-income housing for Indians that is established either:

1. By exercise of the power of self-government of an Indian tribe independent of State Law; or
2. By operation of State Law providing specifically for housing authorities for Indians, including regional housing authorities in the State of Alaska.

INDIAN TRIBE: Any tribe, band, pueblo, group, community, or nation of Indians or Alaska Natives.

INVOLUNTARY DISPLACEMENT: Please refer to definition in Addendum C.

LIVE-IN AIDE: A person who resides with an 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 homebuyer.
2. Is not obligated for financial support of the homebuyer; and
3. Would not be living in the unit except to provide necessary supportive services.

LOW-INCOME FAMILIES: A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for an Indian area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

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.

MAXIMUM MONTHLY CHARGE: The maximum monthly charge of \$140.00 per month for Homebuyers whose income exceeds 80% MFI.

MEDICAL EXPENSES: Those medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

MH: Mutual Help.

MH CONTRIBUTION: Land, labor, cash, materials, or equipment-or a combination of these - contributed towards the development cost of a project in accordance with a homebuyer's MHO Agreement, credit for which is to be used toward purchase of a home.

MHO AGREEMENT: A Mutual Help and Occupancy Agreement between an IHA and a homebuyer.

MH PROGRAM: The Mutual Help HOME OWNERSHIP Opportunity Program.

MINIMUM ADMINISTRATION FEE: The minimum monthly charge \$110.00 per month for Homebuyers whose income is below 80% MFI.

MONTHLY ADJUSTED INCOME: One-twelfth of adjusted income.

MONTHLY EQUITY PAYMENTS ACCOUNT (MEPA): A homebuyer's account in the Mutual Help HOME OWNERSHIP opportunity program credited with the amount by which each required monthly payment exceeds the administration charge.

MONTHLY INCOME: One-twelfth of annual income.

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.

OPERATING BUDGET: THRHA's operating budget and all related documents, required by HUD to be submitted pursuant to the ACC.

OPERATING SUBSIDY: Annual contributions for THRHA operations made by HUD under the authority of section 9 of the act, in accordance with 950.434.

PARTNERSHIP PROCESS: A specific and ongoing process that is designed to ensure that residents, resident groups, and the IHA work in a cooperative and collaborative manner to develop, implement and monitor the CIAP or Comp-Grant programs. At a minimum, an IHA shall ensure that the partnership process incorporates full resident participation in each of the required program components.

RESIDENT GROUPS: Democratically elected resident groups such as region-wide resident groups, area-wide resident groups, single development resident groups, or resident management corporations.

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.
3. The remaining member of a Homebuyer family.

SUBSEQUENT HOMEBUYER: Any homebuyer other than the homebuyer who first occupies a home pursuant to an MHO Agreement.

SUBSTANDARD HOUSING: Please refer to definition in Addendum C.

SUCCESSOR HOMEBUYER: A person eligible to become a homebuyer who has been designated by a current homebuyer to succeed to an interest under a HOME OWNERSHIP agreement in the event of the current homebuyer's death or mental incapacity.

THRHA: Tlingit Haida Regional Housing Authority

VOLUNTARY EQUITY PAYMENTS ACCOUNT (VEPA): A homebuyer account in the Mutual Help HOME OWNERSHIP Opportunity program credited with the amount of any periodic or occasional voluntary payments in excess of the required monthly payment.

III. PURPOSE AND LOCATIONS OF PROJECTS

In order to address the unmet housing needs for low-income persons residing within the area which Tlingit Haida Regional Authority is authorized to provide low-income housing, under Federal Law, THRHA was created in accordance with Alaska Statutes (A.S. 18.55) to take full advantage of available housing programs for which they would be eligible. Subsequently, under the terms of the Mutual Help Program, annual contributions contracts were entered into for the purpose of financing and constructing homes for eligible participants.

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

APPLICATIONS:

- A. General.** THRHA shall obtain a written Application for Admission from each family that wishes to participate in the HOME OWNERSHIP program. The filing of an application by a family participating in another IHA 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.
1. Unless the waiting list is closed, THRHA will accept an application from a person or family that wishes to apply, even if an informal discussion indicates that the applicant may not be eligible.
 2. The application must be signed and dated by the applicant and upon receipt date-stamped and initialed by THRHA; and, entered into an application received log initialed by a THRHA representative.
 3. All applications must be processed to the extent necessary to determine whether the applicant is eligible. Incomplete applications will not be accepted and will be returned to the applicant.
- B. Form of Application.** THRHA may develop its own application form or other method of organizing the information.
1. The application may be filled out by the applicant or by an interviewer. THRHA will collect the names of all persons who would be living in the unit, their sex, date of birth, and relationship, including the following information:
 - a. The applicant's address, telephone number and email address.
 - b. Family characteristics or circumstances (e.g., living in substandard housing) which would qualify for resident selection preferences.
 - c. Social security numbers for all members of the household who are six years of age or older.
 - d. Information about previous landlords, other creditors and anyone else to assist THRHA in determining the applicant's

prior credit history and suitability for admission.

- e. An estimate of the family's anticipated income for the next twelve months and the sources of that income.
 - f. A copy of the applicant's last two tax returns if self-employed or seasonally employed.
 - g. The names of previous and current employers, banks, and any other information THRHA needed to verify the applicant's income and deductions, and to verify the family composition.
 - h. Other items which will be of use in determining HOME OWNERSHIP potential, selection and/or placement, i.e., census or enrollment number, prior criminal history, current housing conditions, identification of need or other preference criteria.
2. Certification of Applications. The application must provide for the applicant's certification of family composition, income, the ability to maintain current income, and any other pertinent information and evidence required by THRHA.

C. The Application Process.

- 1. In taking the application, THRHA shall request copies of all necessary documentation (e.g., social security cards, tax returns), to verify the information the applicant has provided.
- 2. In addition to obtaining information from the applicant, THRHA shall describe the Indian housing programs and their requirements, and provide specific information on THRHA's program, including the number, type, size (by bedrooms) and program characteristics.
- 3. THRHA shall 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, where possible, provide materials 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 should be careful to avoid discouraging families from applying, or rejecting applicants based on their "apparent ineligibility".

V. VERIFICATIONS

- A. **General.** 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 require execution of a 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 form even in cases where the person has not reported any income.

Information is processed at the time of receipt of application to determine eligibility. THRHA will re-verify all financial information at the time of admission and/or selection.

- 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 an employer or 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 resident file shall include a memorandum 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.

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 books or statements, 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 the household must have lived in the household for at least a year 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 Addendum C.
 6. **Student Status.** Verification from school that they are a full-time student.
 7. **Selection Preferences.** See Attachment B.
 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 constitutes grounds for denial of the application.
- C. **Verification Forms.** All verification forms utilized for third party verification should permit accurate and complete information to be given.
1. **Economic Verification.** Since homebuyer payments are based upon an estimate of the next 12 months income, THRHA's verification form must request 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 players. 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
 - 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.
 - 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. Verification forms needed are:
- 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.** As 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.** Used to verify past payment history and the Homebuyer's demonstrated ability to properly maintain their housing obligations including information from mortgage companies.
 - d. **Social or Criminal Verifications.** As evidenced by a third party or written Verifications from the court or police records.
 - e. **Displacement Due to Domestic Violence, Natural Disaster or Family Reunification.** As 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.** As 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.** As evidenced by a letter from an attending physician indicating that life expectancy is two (2) years or less.
- h. **Homelessness.** As evidenced by a letter from a shelter, a social service agency or member of the clergy stating an applicant's current residency in their shelter or facility.
- 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 disability or age must provide evidence from the agency that provides the benefits.
- j. **Excess Rent Burden.** As evidenced by proof of income and the most recent three (3) months' rent and utility receipts (or average) indicating over 50% of Gross income is required to be paid.
- k. **Honorably Discharged U.S. Veteran.** As 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 B.

VI. ELIGIBILITY DETERMINATION

The following eligibility requirements must be met by persons selected for the New Mutual Help Program:

1. At least one family member must meet the definition of Indian. Any person recognized as being an Indian or Alaska Native by an Indian tribe, the Federal government or any state. This can be verified with a Tribal Enrollment Card from a Federally Recognized Tribe.
2. THRHA may provide for admission of a Non-Native applicant if no Native applicants are on the waiting list and THRHA has advertised for a minimum of 30 days to seek eligible Native applicants for that community. THRHA may select a non-Native if deemed essential by the following criteria. Examples are positions that cannot be filled by local Natives such as doctor, dentist, schoolteacher, state trooper, etc. THRHA determines that the presence of the family at the project is essential to the well-being of Indian

families and the need for housing for the family cannot reasonably be met without assistance under this program.

3. The applicant family must have an annual income at or below income limits established and approved by HUD. (See Addendum A)
4. THRHA may provide for admission to the MH program applicants whose family income exceeds the income levels established for lower income families if THRHA demonstrates to HUD's satisfaction that there is a need to house such families that cannot reasonably be met except under this program.
5. 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 Homebuyer family; and
 - c. A displaced person.
7. Eligibility of 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, THRHA must consider the size of the household with the unborn child included, however, the single pregnant woman would not be entitled to the benefit of the \$480.00 dependent allowance until after the birth of the child. 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 Homebuyer family and could continue in the program under the existing lease.
8. Eligibility of persons in the process of adopting an individual under 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 in accordance with his or her position on the waiting list.
9. 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.
10. Annual family income for admission shall be determined by THRHA on the basis of an examination of income within two (2) months prior to move-in. Applicants on the waiting list for housing must inform THRHA 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 into the MH Program. 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. (Last year's Income Tax Return or an average of the last three (3) years of Income Tax Returns, etc.)
11. To be eligible, families must have the ability to pay a monthly administrative charge in support of THRHA's cost of operation and other costs associated with the home, such as utility and maintenance expenses. Utility expenses will be based on the latest HUD approved utility allowance per project. Maintenance allowances will be based on the estimated maintenance expenses for routine and non-routine expenses projected for the life of the MHOA (25 years). (See Attachment A).

In addition to having an income sufficient to meet the costs of paying the

administrative charge, 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;
- 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 may 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.
- c. **References** - 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 to respond in writing on any negative information derived from any source. The response will be taken into consideration in determining the applicant's final 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.

- 12. THRHA shall deny any applicant whose habits 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 or welfare of other residents. This evaluation shall also include the applicant's previous history of criminal activity, such as: substance abuse, drug-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 registered, or pending registration, as a sex offender on the State of Alaska Sexual Offender list,

or for any other state; and

- iii. Any person 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 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).
- 13. 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.
 - b. THRHA may not exclude applicants solely because they have children, have children born out of wedlock, are on welfare, or students.
 - 14. THRHA may charge the applicant for the costs involved in the application.
 - 15. 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 until shortly before admission. By doing this, THRHA would avoid the time and expense involved in evaluating applicants who may drop from the waiting lists before their names are reached.
 - 16. To be eligible, a selected family's rent and utilities must fall below fifty percent (50%) of the monthly household income.

17. To be eligible, families must be willing to sign a Mutual Help and Occupancy Agreement (MHOA). The applicant must be willing and able to meet all obligations of the MHOA, including provision of maintenance and utilities for the unit, attendance at mandatory homebuyer counseling sessions and payment of the administration fee. All MHOA's for a development must be executed prior to execution of the construction contract (unless THRHA has obtained written exception from HUD). If the development fails to proceed the MHOA is subject to revocation and any MH contribution will be returned to the family (or tribe or other entity where the contribution was made on behalf of the family).
18. To be eligible, families must disclose and verify Social Security number for all family members over the age of six years (See Addendum C).
19. To be eligible, families must not be current participants in another THRHA Home Ownership program or have already received a home under another home ownership program. The family must use the home as their primary place of residence. See section XI.
 - a. Participants in other Housing Authority programs may apply for THRHA programs and be placed on the waiting list. Verification that the applicant has terminated the other assisted unit agreement will be obtained before the applicant will be allowed to execute a MHOA with THRHA.
 - b. Failure to disclose current participation in another subsidized housing program is grounds for termination of assistance in accordance with 24 C.F.R. 950.446 (2).
20. 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 will be conducted by telephone or the ineligible applicant can appear in person or prepare a written response and send it to the President/CEO. All information relative to the rejection of an applicant shall be documented and placed in the applicant's file for future reference. Applicants may be considered ineligible for any of the reasons above not meeting Sections One (1) and Two (2) above or for any of one or more of the following:
 - a. Failing to repay previous debts owed to any Housing Authority or other HUD Housing related Programs.
 - b. Committing fraud in connection with any HUD program. 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. Currently registered, or pending registration, on the State of Alaska Sexual Offender list or any other State.
- e. Providing false information on the application.
- f. Homebuyer non-cooperation. Refusing or failing to complete required forms or to supply requested information; and/or
- g. Applicants who appear on HUD's List of Suspensions, Debarments, and Limited Denials of Participation

VII. WAITING LIST

- A. **General.** Families who wish to be considered for the New Mutual Help Program shall apply specifically for such housing, per community. A family on any other IHA waiting list, or a Homebuyer in our rental program, shall also submit an application in order to be considered for the New Mutual Help Program.

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

- 1. Preference points,
- 2. Determination of bedroom size needed, and
- 3. Time and date the application.

THRHA will give preference to a disabled individual if the unit is an accessible unit but will not make a determination based solely on the application or visual contact. Verification of the disability will be conducted.

- 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 submit a completed application to reaffirm the applicant's eligibility, interest and need for housing if the application is older than 120 days. 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 status from the current waiting list for the community.

VIII. SELECTION OF FAMILIES

The selection of families for the New Mutual Help Program will be based on their ability to meet homebuyer obligations. A family shall not be selected for the Mutual Help Program, unless, in addition to meeting the income limits and admission requirements, the family is able and willing to meet all obligations of the Mutual Help and Occupancy Agreement, including the obligations to perform or provide the required Mutual Help Contribution, and to pay for Utilities and the Administration charge. In addition, THRHA will also take into consideration the family's ability to provide maintenance for the home; and the potential for them maintaining at least the current income level.

- A. Selections for eligible families from the waiting lists shall be made by a selection committee designated by the President/CEO.
- B. THRHA will apply the following admission preferences:
 - 1. **Living in the community**, according to the definition of residency preference. (2–Points)
 - a. **“Residency preference”** means preference for admissions of families living in the community. Applicants who are working or who have been notified that they are hired to work in the community shall be treated as residents of the community.
 - 2. **Overcrowded Conditions.** The Family is living in overcrowded conditions as outlined in Article IX of this policy and explained further in Attachment B of this policy. (1-points)
 - 3. An accessible and equipped unit is available, and the applicant has a member of the household who is **handicapped or disabled.** (5-Points)
 - 4. **Displacement** due to Domestic Violence, Natural Disaster, or Family Reunification.
 - a. **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."

- 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.

5. **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 well-being 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).
 - 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);
 - A public/private place not designed for or ordinarily used for sleeping by humans.
6. **Rent Burden** plus utility expense is greater than 50% of Gross Monthly Income. (1-Points)
 7. **Terminally Ill.** The applicant or a Family member has an incurable, terminal illness. (1-Points)
 8. **Working Family.** (5-Points)
 - a. **Working Family.** A working Family is defined as one that has at least one adult that is working.
 9. **Qualified Veterans** will be given consideration. (2-points)
 10. **Related Dwelling Resident at Time of Homebuyer's Death.** The direct descendant or direct ancestor of a Homebuyer who was a bona fide, full-time resident of the Dwelling at the time of the Homebuyer's death. (1 points)
 11. **Public Rental Assistance Voucher Holder**, 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)
 12. **Elderly Preference:** (2-Points) Has at least one adult who is at least 62 years of age or older.
 13. **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 comprehensive definition of the Selection Preferences is located in Attachment B.

- C. The selection preferences used by THRHA shall be established and administered in a manner that is consistent with HUD's affirmative fair housing objectives.

- D. Prohibition of preference if an applicant was evicted for drug-related criminal activity: THRHA may not give any preference points to an applicant if any member of the family is a person who was evicted during the past three years because of drug-related criminal activity from housing assisted under a 1937 Housing Act Program. However, and unless the criminal activity otherwise disqualifies the person from eligibility under Section VI (8) 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.
 4. THRHA determines that the circumstances leading to the eviction no longer exist because the evicted individual died or is imprisoned.
- E. 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.
- F. If 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 the applicant has the right to appeal the determination. The applicant must submit their appeal in writing and has 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.
- G. The waiting list is arranged in decreasing selection preference point order. Applicants are selected from the top of the current waiting list for any community. Eligible applicants are placed on the waiting list according to their point value, date and time of their application, and bedroom size. In the event that two or more applicants have the same number of points, the applicant with the earliest date and time will be selected.
- H. To the maximum extent feasible, THRHA will strive to attain residency that includes families with a broad range of incomes and that avoids concentrations of the most economically deprived families with serious social problems.
- I. Within 30 days after HUD approves THRHA's application for a new project,

THRHA will proceed with a preliminary selection of new homebuyers and alternate homebuyers for the project. THRHA recognizes that it is essential to select homebuyers early in the development process to afford the families the opportunity to comment on the planning and design of the houses. A letter, Notice of Preliminary Selection, will be sent to the applicants informing them that they have been selected to participate in the program. The Notice of Preliminary Selection does not constitute contractual obligations by THRHA or the applicant.

- J. Changes in family income after initial determination of eligibility may change the applicant's right to enter the Mutual Help Program. Prior to the completion of the new project, THRHA will make a final eligibility determination of the preliminary list of eligible homebuyers.
 - 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 terminate a Mutual Help and Occupancy Agreement, prior to occupancy.
 - 2. The THRHA staff will counsel the family on other housing alternatives and programs. If they qualify for the Low Rent Program they will be transferred to the waiting list.
 - 3. If the family is over income, they still qualify under Section VI, Eligibility Determination, Paragraph 4.
- K. THRHA will give prompt written notice of a family's preliminary selection, and final selection; and will make every attempt to contact the family by telephone to confirm their acceptance in the New Mutual Help Program. If the family cannot be reached within 10 days of selection, an alternate with the next highest preference points will be selected from the waiting list.

IX. SELECTION CRITERIA FOR BEDROOM SIZE OF UNIT

In an effort to ensure that overcrowded or underutilization of units is not occurring, THRHA will use 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

BEDROOMS	MINIMUM	MAXIMUM
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. Head of household/spouse - 1 bedroom required.
 - b. Male member of family other than head or spouse - 1 bedroom required.
 - c. Female member of family other than head or spouse - 1 bedroom required.
 - 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. Possible growth potential of a family.
 - e. To include a pregnant single woman.
 - f. Chronic vacancy
 - g. 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 that acceptably warrant recognition as homeless or overcrowded.

X. ADMISSION INTO THE PROGRAM

As a condition of occupancy, the selected homebuyer is required to provide a Mutual Help Contribution.

1. The applicant must provide THRHA with a \$1,500.00 contribution toward the program.

- a. **General.** The required minimum MH contribution shall be \$1,500 for each family. The homebuyer may contribute land, labor, cash, materials or equipment as a contribution toward the development cost. Tribes or other organizations may make a contribution, other than labor, on behalf of the family.

Amounts credited for land contributed by either the homebuyer or by the tribe or other organization will be determined by THRHA, but for not more than \$1,500 per site. Any determination less than the required minimum shall be augmented by non-land contribution. (See 24 C.F.R. 950.419 for further details concerning the MH contribution).

- b. **Contribution before Occupancy.** The homebuyer cannot occupy the unit until the entire Mutual Help Contribution has been made. If the homebuyer is unable or unwilling to provide the contribution prior to occupancy, the Mutual Help and Occupancy Agreement shall be terminated, and another homebuyer chosen for the unit from THRHA's waiting list (or a previously named alternate homebuyer) will be selected. Prior to the termination of the Agreement, THRHA must send a written notice to the homebuyer stating a date by which the homebuyer must satisfy this requirement. The notice must inform the homebuyer that, in the event the Mutual Help contribution requirement is not met by that date, the Mutual Help and Occupancy Agreement will be terminated and an alternate homebuyer family will be selected for the unit.

- c. If the Mutual Help and Occupancy Agreement for a homebuyer is terminated prior to initial occupancy of the development, the homebuyer (or tribe or other organization, as the case may be), is entitled to a refund of any Mutual Help contribution. The alternate homebuyer has the same requirement to provide the Mutual Help contribution of \$1,500 cash or other acceptable contributions prior to occupancy of the unit.

- d. The selected homebuyer is required to execute a Mutual Help and

Occupancy Agreement before occupancy.

2. An applicant will be offered no more than two homes. The applicant has the option of denying the first home and wait for notification of the second available home. THRHA will mail a letter to the applicant to confirm that they have declined their first home. Should the applicant decline the second home, the applicant will be placed at the bottom of the waiting list and the new date and time of the application will be based on the date and time of rejection of the second home they declined. The applicant shall be notified in writing that they have been placed on the bottom of the waiting list because they have declined their second home.
3. All successful applicants must have demonstrated: Capacity, willingness, and sufficient income to properly maintain the home.

XI. USE OF HOME

- A. A condition for selection as a homebuyer is that the family agrees to use the home as its principal residence during the term of the MHO Agreement. Ownership or use of an additional residence that is decent, safe, and sanitary at time of occupancy or acquisition during occupancy would disqualify a family from the Mutual Help Program. Failure by the Homebuyer to use the home as the principal place of residence shall constitute grounds for termination of the MHO Agreement. However, the home may be sublet for temporary absences, in accordance with THRHA's Sublease Policy, Addendum E.
 1. The homebuyer shall use the home as their primary residence for at least nine months of the year. The President/CEO may waive this nine-month requirement on a case-by-case basis, and without requiring the homebuyer to sublease the home to a third-party, if the homebuyer must be absent from the home, per THRHA's Sublease Policy.
 2. During the terms of the sublease, the homebuyer shall abide by all provisions of the MHO Agreement regarding the homebuyer responsibilities, occupancy and use of home.
 3. The homebuyer may request prior written approval from THRHA to operate a small business in the unit. THRHA may grant this authority when the homebuyer provides the following assurances and may rescind this authority upon violation of the following assurances:
 - a. The unit will remain the homebuyer's principal residence.
 - b. The business activity will not disrupt the basic residential nature of the housing site or disturb others.
 - c. The business will not require permanent structural changes to

the unit that will adversely affect a future homebuyer's use of the unit.

XII. USE OF MONTHLY EQUITY PAYMENTS ACCOUNT (MEPA)

THRHA shall maintain a separate MEPA for each homebuyer and will credit this account with the amount by which each required monthly payment exceeds either the minimum or maximum administration charge. The homebuyer shall have no right to receive or use the funds in any reserve or account except as provided in the Mutual Help and Occupancy Agreement, and the homebuyer shall not, without approval of THRHA and HUD, assign Mortgage, or pledge any rights in the MHOA or to any reserve or account.

Use of the MEPA may be approved on a limited case by case basis, with the President/CEO's final authorization. The following conditions must apply for this approval:

1. In the event that THRHA determines that the homebuyer has failed to maintain the home (this can be based on an inspection of the home and property), THRHA will require the homebuyer to provide THRHA with a maintenance plan of action. The maintenance plan of action shall provide for maintenance work to be performed within a reasonable time by the homebuyer. Failure by the homebuyer to provide a maintenance plan of action and adhere to the agreed upon plan will result in termination of the MHO Agreement.
2. If THRHA determines that the condition of the property creates a hazard to the life, health or safety of the homebuyer, family and community, or if there is an immediate risk of serious damage to the property if the condition is not corrected, the corrective work shall be completed promptly by the homebuyer. If THRHA is required to perform the maintenance work, the cost thereof shall be charged to the homebuyer's MEPA, or it will be applied to their Accounts Receivable, at the discretion of THRHA.
3. THRHA may elect to use a homebuyer's MEPA for payment of monthly administrative charges, if the homebuyer is unable to make this payment. This procedure shall be followed if the homebuyer is experiencing extreme financial hardship that is temporary in nature. Should a homebuyer need such use of his MEPA, the homebuyer must complete budget counseling. The homebuyer will be liable for payment to THRHA of all amounts above the administration charge.

XIII. PURCHASE PRICE, PURCHASE PRICE SCHEDULE AND TRANSFER OF OWNERSHIP

- A. THRHA will provide the family an opportunity to purchase the dwelling under the Mutual Help and Occupancy Agreement (a lease with an option to purchase), under which the purchase price declines over the period of

occupancy.

- B. Determination of the Purchase Price Schedule and the ways for a homebuyer to attain ownership of a unit will be in accordance with 24 C.F.R. 950.440.
- C. THRHA shall furnish to the homebuyer a statement of the initial purchase price of the home, and a purchase price schedule.
- D. When a subsequent homebuyer executes the MHOA, the purchase price for the subsequent homebuyer shall be determined by THRHA.
- E. Each subsequent homebuyer shall be provided with the purchase price, and a purchase price schedule, showing the declining purchase price over a period not less than 15 years or more than 25 years with an interest rate as determined by THRHA.
- F. A home shall become conveyance eligible only if:
 - 1. Three hundred (300) months have elapsed under the homebuyers Lease; or
 - 2. Cash-backed MEPA/VEPA equals the unamortized balance.

There will not be an actual conveyance unless homebuyer has satisfied their obligations to the Housing Authority or homebuyer has signed a promissory note for any outstanding obligations. The promissory note must be secured by a mortgage on the property.

XIV. TRANSFERS WITHIN THE MH PROGRAM

- A. Voluntary transfers of Homebuyers between units, projects and programs are contingent upon approval of the President/CEO. The homebuyer requesting a transfer must complete a shortened application with supporting documentation and meet initial eligibility requirements for admission in the Mutual Help Program. Approved applications will be placed on the Transfer Waiting List based on date and time of application. The Transfer Waiting List takes preference over the Application Waiting List.
- B. Approval will be based on initial eligibility requirements for admissions as outlined in Article VI of this policy, and the following criteria:
 - 1. The homebuyer's income eligibility for the Mutual Help Program will be reevaluated. Under income or over income families will not qualify for the transfer waiting list because they are required to meet the initial admissions requirements of the Mutual Help Program. However, over income families may submit a letter to the President/CEO requesting special consideration. The applicant must provide documentation verifying their inability to secure conventional financing from a lending institution or THRHA's Home Financing

program. The 10%- or 5-units rule will be applied during the reevaluation of over income families.

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. In cases of overcrowding, the housing authority will evaluate the family's financial ability to enlarge its current unit. Transfers would only be authorized if the housing authority has determined that the family is financially incapable of remedying the overcrowded condition.
4. The homebuyer must have a good payment history and have all accounts current including repayment agreement, if applicable.
5. The 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 Transfer Waiting List.
6. When a unit becomes available, the transfer applicant will be given at least a 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 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 an acceptable standard. If the transfer applicant fails to comply with the requirements of the inspection report, the transfer will be denied.

7. The purchase price of the unit will be based on the Fair Market Value if the unit is not new construction. Fair Market Value will be determined by the Subsequent Purchase Price Committee. They will consider initial construction cost plus known CIAP/CGP rehabilitation costs identified, as well as pictures and other relevant market information. If the unit is new construction, it will be the appropriate share of total development costs.
8. Any funds in the Monthly Equity Payments Account (MEPA), Voluntary Equity Payments Account (VEPA), and the refundable or non-refundable reserve will be transferred into the homebuyer's new accounts.

XV. CERTIFICATION AND RECERTIFICATION OF INCOME

- A. THRHA shall certify a selected family's income and earnings prior to initial occupancy and shall annually thereafter recertify for the purpose of adjusting payments in accordance with the family's ability to pay based on income and earnings. Income will be calculated using the HUD approved methods as listed in the latest HUD Handbook 4350.
1. In certifying income for eligibility or payments, the Participant shall be required to produce tax returns, check stubs and any other evidence of income for THRHA to determine the family's income. An Authorization for Release of Information shall be obtained from all adult family members. Written consent to THRHA must be provided so that information can be obtained from employers and from local, state, and Federal agencies providing payments on behalf of their families. Each family shall furnish THRHA information about the amounts and sources of all income to the family household.
 2. The purpose of annual recertification of income by THRHA is to establish a reasonable payment for the family within the family's ability to pay. If, in the period between recertifications, circumstances result in the homebuyer family receiving substantially less income than that projected at the time of its recertification of income, then an adjustment or an interim recertification will be considered. The interim-recertification will be undertaken only after exhausting all efforts to secure payment assistance from unemployment, BIA, welfare or other applicable assistance programs. Adjustments will be made only after a thorough review of the homebuyer's income and will be made on a case-by-case basis.
 3. Homebuyers are to report all changes in family composition, income and assets as they occur. Interim recertifications shall be conducted as needed.
 4. If a family reports during any recertification or interim recertification that they have no income or a minimal amount (such as unemployment), an interim recertification shall be scheduled and completed every sixty days.
 5. At the time of each recertification THRHA shall determine whether or not the homebuyer is eligible for IHA Homeownership Financing, in accordance with their New Mutual Help Agreement, and per article XXV of this policy.

XVI. INSPECTIONS OF UNIT

- A. The homebuyer or their representative is obligated under their New Mutual Help and Occupancy Agreement to participate in pre-occupancy, annual, pre-move out, final move-out and emergency or special periodic inspections. Failure of the homebuyer to participate in the required inspections will result

in termination of the MHO Agreement in accordance with this policy. Except for emergency inspections or entry: (a) THRHA will make one initial attempt to schedule a mutually agreeable time to conduct the inspection and (b) if homebuyer refuses to schedule a mutually agreeable time; demands an extension or cancellation of that scheduled inspection; or fails to appear at the scheduled inspection, then THRHA staff may enter into the dwelling and conduct the inspection without further notice and with or without the presence of the homebuyer, all at THRHA's discretion.

1. **Special inspections.** Subject to (4) of this section, THRHA has the right to make inspections of the home with prior notification to the homebuyer if THRHA is informed that the interior or exterior of the home is not maintained in a decent, safe and/or sanitary condition. Prior notification will be in written form giving the homebuyer at least a 24-hour notice of the inspection.
2. **Ninety-day (90) Inspection.** Approximately 90 days after move-in THRHA will have a brief unit inspection to ensure that homebuyer is properly maintaining their unit. This is a courtesy inspection and may result in a warning violation with counseling and possibly a probationary follow-up inspection.
3. **Probational Inspections.** The Maintenance Officer can require and either schedule, or at random, cause a series of special inspections to occur to a unit in order to ensure that homebuyer is fulfilling a counseling agreement and/or properly maintaining their unit.
4. **Emergency Inspection.** Housing Authority staff can conduct an immediate inspection of a unit if there is reasonable cause to believe that an emergency exists that presents an immediate threat to the health or safety of persons or an immediate threat of damage to project property.
5. **Pre-occupancy Inspection.** Prior to the move in, the homebuyer and representatives of THRHA will conduct a pre-occupancy inspection to document the existing condition of the home. The pre-occupancy inspection will be part of the homebuyer file and will be used for future reference, should the homebuyer or THRHA terminate the MHO Agreement.
6. **Annual Inspections.** The homebuyer and/or their representative along with a THRHA representative will conduct an annual inspection of the home. The annual inspection is conducted to ensure that the home is being maintained. The annual inspection also documents the condition of the home for the homebuyer file and will provide THRHA with an insight for referral of the homebuyer to THRHA's Resident Services staff for mandatory maintenance counseling.

THRHA may elect to perform inspections once every three years for Homebuyers who meet their responsibility for maintaining the home in a decent, safe and sanitary manner. THRHA's determination of the Homebuyers performing their responsibility for maintaining their homes shall be determined by two (2) years of annual inspections with no deficiencies noted. THRHA shall withdraw the three (3) year inspections if THRHA determines that the homebuyer is not performing their responsibility for maintenance based on an inspection and/or counseling session that shows negative performance.

7. **Pre-move out Inspection.** The pre-move out inspection is scheduled at the time the homebuyer notifies THRHA with their thirty (30) day notice of intent to terminate the MHO Agreement. The pre-move out inspection is conducted to provide the homebuyer with assistance in maintenance items that are required to be repaired/replaced or cleaned prior to THRHA regaining possession of the home.
8. **Final Move-out Inspection.** The final move out inspection documents the condition of the home at the time THRHA regains possession of the home. Any items needing repair/replacement or cleaning will be documented for the file. Any charges for rehabilitation of the home will be charged back to the homebuyers MEPA and /or in accordance with THRHA's Collection Policy.
9. **Termination Inspection.** THRHA will perform an inspection of the premises whenever it takes action to terminate a homebuyer agreement; the premises may be inspected prior to the homebuyer moving out.

XVII. PROGRAM VIOLATIONS

- A. Homebuyers commit a program violation by: Failing to submit THRHA requested verifications; failing to provide SSN's in line with Section 2; failing to complete recertifications; failing to pay rent or other charges; failing to keep utilities in service; failing to report changes in income and/or assets of household members in a timely manner; and/or vacating the unit in violation of the MHOA.
- B. Homebuyers commit a criminal violation by: knowingly omitting income or assets of self or household members; knowingly under reporting income/assets of self or household members; transferring income or assets to obtain/retain false eligibility; overstating deductions/allowance/expenses; using a false identity or social security number; using false documents; falsifying number of household members, etc.
- C. If a homebuyer commits a program or criminal violation, THRHA shall notify the homebuyer in writing of the violation and provide the homebuyer with an opportunity to request an informal hearing. Termination from the

program may result.

- D. In the cases of fraud, THRHA has several options, including criminal prosecution, as an extreme. THRHA shall first notify the homebuyer and attempt to enter into a repayment agreement. The repayment agreement is addressed in THRHA's Collection Policy. If the homebuyer refuses to enter into a repayment agreement or, if the violation is continuous, THRHA shall terminate the homebuyer's MHO Agreement.

XVIII. TERMINATION

- A. **Voluntary Termination.** The homebuyer is responsible to provide THRHA with a thirty (30) day written notice of their intent to terminate the MHO Agreement. If the homebuyer vacates the home without notice to THRHA, the homebuyer shall remain subject to the obligations of the MHO Agreement including the obligation to make monthly payments until THRHA terminates the MHO Agreement in writing. Notice of the termination shall be communicated by THRHA to the homebuyer to the extent feasible and the termination shall be effective on the date stated in the notice.

Upon receipt of the Notice, THRHA shall schedule a pre-move out inspection. Any repairs that are necessary and attributable to homebuyer abuse or neglect will be identified and the homebuyer will be given five (5) days to acknowledge whether they intend to complete the repairs. If the homebuyer refuses or fails to complete the repairs, the THRHA will complete those repairs determined to be caused by negligence and abuse and will charge homebuyer's accounts. The homebuyer will not be responsible for normal wear and tear of the unit. The definition of normal wear and tear is clarified in the Dwelling Maintenance Obligation contained in Attachment A.

- B. If the MHO Agreement is terminated by the homebuyer or THRHA the balances in the homebuyer's Reserves and Accounts shall be disposed of as follows:
 - 1. The MEPA shall be charged with any maintenance and replacement costs including repairs and repainting when necessary, incurred by THRHA to put the home in a satisfactory condition for the next occupant; any amounts the homebuyers owes THRHA including Required Monthly Payments.
 - 2. If after making the charges in accordance with the paragraph above, there is a debit balance in the MEPA, THRHA shall charge that debit balance, first, to the VEPA, and second, to the Refundable MH Reserve, to the extent of the credit balances in such Reserves and Accounts. If the debit balance in the MEPA exceeds the sum of the credit balances in the VEPA and Refundable and Nonrefundable MH Reserves the homebuyer shall be required to pay to THRHA the amount of such excess.

3. If, after making the charges in accordance with #1 above, there is a credit balance in the MEPA, VEPA or Refundable Reserve, the homebuyer shall be refunded the balance. No amount of the Nonrefundable Reserve shall be refunded but will be used for the subsequent homebuyer.

- C. **Involuntary Termination.** THRHA shall terminate any homebuyer who has breached their MHO Agreement or any section of this Policy or who has failed to provide accurate information on the application or subsequent reexamination with a thirty-day written notice. The homebuyer shall be allowed to rectify the breach or violation with thirty days, or request a hearing before the Board of Commissioners. If the homebuyer does not request a hearing or correct the deficiencies as noted in the Notice of Termination within the thirty days, the MHO Agreement is no longer valid. If the homebuyer does not vacate the unit at this time, their file shall be prepared for eviction.

XIX. INCOME AND DEDUCTIONS

See Attachment D for allowable income and deductions.

XX. SCHEDULE OF REQUIRED MONTHLY PAYMENTS

- A. Amount of Required Monthly Payment - Each homebuyer shall pay an amount of Required Monthly Payment based on their annual income and the following factors:
 1. Annual income less any deductions (adjusted family income).
 2. For units leased after January 1, 2021, the rent is calculated by multiplying the adjusted family income by 30%. Prior to 2021, the rent is calculated by multiplying the Adjusted Family Income by fifteen percent (15%).
 3. Subtracting the Utility Allowance for the homebuyer's Unit as established in the approved Schedule of Utility Allowances.
- B. Minimum Required Monthly Payment – Each homebuyer shall be required to make a minimum monthly payment of no less than the administrative charge.
 1. For units leased after January 1, 2021, the minimum administrative charge will be 75% of the market rate for the area. The minimum administrative charge may be amended with CEO approval.
 2. For units leased prior to 2021, the minimum administrative charge is \$110.00 for Homebuyers whose annual income is less than 80% MFI or the maximum administrative charge of \$140.00 for Homebuyers whose income is equal to or exceeds 80% of MFI.

- C. Maximum Monthly Payment - The maximum required monthly payment each homebuyer will be required to pay will be the sum of:
 - 1. The Administrative Charge,
 - 2. The monthly debt service amount shown on the individual homebuyer's Purchase Price Schedule,
 - 3. If the required monthly payment exceeds the administration charge, the amount of the excess shall be credited to the homebuyers MEPA.
- D. Collection of monthly payments will be in accordance with the THRHA's Mutual Help Collection Policy in effect.

XXI. UTILITY ALLOWANCE

Each calculation of monthly payments will contain a deduction for the monthly cost of utilities (water, gas, electric, or other heating and cooking fuels) in an amount estimated by THRHA as reasonable for standardized quantities and annually current cost of utilities which the homebuyer must directly pay.

XXII. HOMEBUYERS RESPONSIBILITY FOR MAINTENANCE

- A. As stated in the Mutual Help and Occupancy Agreement, each homebuyer is responsible for the routine and non-routine care and maintenance of the home, including all repairs and replacements (including repairs and replacements necessitated by damage from any cause). The units will be maintained in accord with the Dwelling Maintenance Obligation manual found in Attachment A to these policies. Homebuyers are responsible for routine maintenance, including replacement of consumables such as light bulbs and periodic, customary and regular servicing of appliances and fixtures, including all plumbing and heating. THRHA shall not be obligated to pay for or to provide any maintenance of the home other than the correction of warranty items reported during the applicable warranty period. Homebuyers are also responsible for repair or replacement and damage that occur due to:
 - 1. Homebuyer's failure to use reasonable care to maintain all aspects of the dwelling.
 - 2. Homebuyer'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.
 - 3. Damage to any aspect of the dwelling caused by the abuse, vandalism, or neglect of either homebuyer or any other household member, invitee, or permittee of homebuyer, or by breach of the MHOA agreement.

- B. THRHA will periodically provide maintenance counseling opportunities and

when necessary will repair problems that are determined to be outside the control of the homebuyer.

- C. Homebuyers are expected to do his or her best to properly maintain the unit. Both the interior and exterior areas (i.e., yards, walkways, etc.) should always be maintained and be continuously in a safe, sanitary, and generally clean condition. Lawns should be routinely mowed, and plants and shrubbery properly cared for. The homebuyer is also expected to maintain the walkways and driveways to provide safe passage to the unit in winter weather, including prompt snow and ice removal.
- D. The home may be altered only after prior consultation and approval of the Housing Authority. Any homebuyer that attempts to alter the design of the structure must first make a detailed proposal and acquire prior written approval from THRHA. THRHA will ensure that the proposed structural change(s) will not:
 - 1. Impair the value of the home, the surrounding homes or the project.
 - 2. Affect the use of the homes for residential purposes or in any way violate HUD rules and regulations as to design and construction.
- E. The home may not be pledged or assigned for any debt of the homebuyer participant.
- F. THRHA is responsible to HUD for reassuring that the homes are well maintained. Instances of serious abuse or misuse of the home, or failure to provide basic routine maintenance will be chargeable to the homebuyer if work is performed by THRHA and are causes for termination. The procedures listed below should be followed when THRHA determines that the homebuyer has failed to perform the required maintenance:
 - 1. Upon determination by THRHA that the homebuyer has failed to adequately perform maintenance, THRHA shall require the homebuyer to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall provide for the maintenance work to be done within a reasonable time by the homebuyer, with such use of the homebuyer's account as may be necessary (or applicable, by program), or to be done by THRHA and charged to the homebuyer's account. If the homebuyer does not agree to a plan to cure the default or if the homebuyer fails to carry out the agreed-to plan, the HOME OWNERSHIP agreement shall be terminated.
 - 2. IF THRHA determines that the condition of the property creates a hazard to the life, health or safety of the occupants, or if there is an immediate risk of serious damage to the property if the condition is not corrected, the corrective work shall be promptly completed by

THRHA (with such use of the homebuyer's accounts as may be necessary).

3. Maintenance work is to be performed by THRHA without termination of the agreement only where there is an immediate threat to health or safety.

XXIII. COUNSELING

- A. THRHA will provide counseling to homebuyers for the purpose of developing a full understanding of their responsibilities as participants in the New Mutual Help Program; which include their ability to carry out these responsibilities and to have a cooperative relationship with other homebuyers. Each homebuyer shall be required to participate in and cooperate fully in all official pre-occupancy and post-occupancy counseling activities. Failure without good cause to participate in the program constitutes a breach of the Mutual Help and Occupancy Agreement.
 1. **Pre-Occupancy Counseling:** The pre-occupancy counseling session takes place prior to execution of the MHO Agreement. This session provides the applicant with informative program requirements and procedures. The MHO Agreement is reviewed and pertinent information is available to answer any program inquiries and to ensure that the participant realizes and understands their responsibilities under the MH 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 homebuyers are fully aware of their responsibilities under the program. The program is reviewed with the homebuyer and a THRHA representative will be available to answer and provide information on the program.
 3. **Maintenance counseling:** is provided to the homebuyer when it has become evident that the homebuyer is not maintaining his home or at the homebuyer's request. Assistance in maintenance includes, but is not limited to, furnace and water heater repair, plumbing, window, sheetrock and carpet and linoleum replacement is provided.
 4. **Budget counseling:** is provided to the homebuyer when needed, based on the homebuyer's payment history, or at the request of the homebuyer. Budget counseling provides realistic budgets to the homebuyer within the homebuyer's income and expenditures.

XXIV. SUCCESSION UPON DEATH OR MENTAL INCAPACITY

A **Definition of “Event”:** The death, mental incapacity, or other conditions as determined by THRHA of all persons who have executed a Mutual Help and Occupancy Agreement as homebuyers.

B **Designation of Successor by homebuyer.** A homebuyer may designate a successor who, at the time of the event, would assume the status of homebuyer, provided that at the time of the event, the successor meets the conditions established by THRHA. The designated successor must, of course, satisfy all eligibility requirements.

If a homebuyer has executed a Mutual Help and Occupancy Agreement and wishes to designate a new successor to the MHOA, the homebuyer may, at any time, change the designation by signing an “Amendment” to their MHOA, and submitting this notice to THRHA. The Amendment must be signed by the President/CEO before it is considered effective.

If a homebuyer has not submitted an “Amendment” to designate a new successor, the designation shall be made in accordance with the MHOA executed.

C **Succession by Person Designated by homebuyer.** Upon occurrence of an Event, the person designated as the successor shall succeed to the homebuyer’s rights and responsibilities under the MHOA if the designated successor meets the following conditions:

1. At the time of the Event, (1) the person designated as the successor is willing to make the home their primary place of residence.
2. The successor is willing and able to pay the required monthly payment of at least the Administration Charge and to perform the obligations of this agreement.
3. The successor satisfies program eligibility requirements.
4. The successor executes an assumption of the former homebuyer’s obligations under the MHO agreement.

D **Designation of Successor by THRHA.** If at the time of the Event there is no successor designated by the homebuyer, or if any of the conditions of paragraph 3 above are not met by the designated successor, THRHA may designate as successor any family member who meets all of the conditions of paragraph 3 above. THRHA will make every attempt to designate a qualified successor. If one is not designated, THRHA will make a selection for a new Subsequent homebuyer from the top of the current waiting list.

E **Occupancy by Appointed Guardian.** If at the time of the Event there is no qualified successor designated by the homebuyer or by the THRHA, and a

minor child or children of the homebuyer are living in the Home, THRHA may, in order to protect their continued occupancy and opportunity for acquiring ownership of the home, approve as an occupant of the home an appropriate adult who has been appointed legal guardian of the children with a duty to perform the obligations of the MHOA in their interest and behalf.

- E **Succession and Occupancy on Trust Land.** In the case of a home on Trust Land, a person who is prohibited by law from succeeding to THRHA's interest on such land may, nevertheless, continue in occupancy with all the rights, obligations and benefits of the MHOA, modified to conform to these restrictions on succession to the land.
- G **Transfer of Ownership.** THRHA shall require the transfer of ownership be completed within sixty (60) days of notification. The designated successor shall be mailed a letter of notification requesting them to submit an application and all required documentation for eligibility determination in a timely manner, which may include: Verification of Family Income, Letter of Intent, and any other required correspondence, etc. The designated successor's failure to comply with this request will result in the Termination of the executed MHOA; and THRHA shall make a selection for a subsequent homebuyer from the current waiting list.
- H **Termination in Absence of Qualified Successor.** If there is no qualified successor, THRHA shall terminate the MHOA and select a subsequent homebuyer from the top the current waiting list to occupy the unit under a new MHO Agreement. If a new homebuyer is unavailable or if the home cannot continue to be used for Low-income housing in accordance with the New Mutual Help Program, THRHA may submit an application to HUD to convert the unit to the Rental Program.

XXV. IHA HOME OWNERSHIP FINANCING

- A. The homebuyer may obtain financing from an established lending institution, at any time, to purchase the home. TRHA will agree to release the homebuyer from the New Mutual Help and Occupancy Agreement if the homebuyer can provide official documentation they have acquired the financing, and they have satisfied all of the required obligations under the MHOA.

THRHA offers Home Financing programs with competitive interest rates and will provide the homebuyer an opportunity to apply for the programs.

- B. THRHA will also make a determination of the homebuyer's ability and eligibility for HOME OWNERSHIP Financing based on the following:

If the homebuyer can pay from the balance in their reserves or accounts, or from other sources:

- 1. The amount necessary for settlement costs.

2. The initial payment for fire and extended coverage insurance Carried on the home after conveyance.
 3. Maintenance reserve.
- C. If the homebuyer's income exceeds HUD's established income limits for the Mutual Help Program, or has reached the level, and is likely to continue at such level, at which 30 percent of monthly adjusted income is at least equal to the sum of the monthly debt service amount shown on the homebuyer's purchase price schedule and THRHA's estimates of the following monthly payments and allowances:
1. Payment for fire and extended coverage insurance.
 2. Payment for taxes and special assessments, if any.
 3. THRHA's mortgage servicing charge.
 4. Amount necessary for maintenance of the home.
 5. Amount necessary for utilities for the home.

(Additional information relative to THRHA's HOME OWNERSHIP financing procedures will provided to the homebuyer upon request)

XXVI. GRIEVANCES

All disputes concerning obligations of the Homebuyer or THRHA, other than disputes related to termination, shall be processed and resolved, and if necessary, processed according to the THRHA grievance procedure, posted in the project office. Matters relating to termination are not subject to any grievance process. Grievable disputes should be appropriately documented and be timely filed in accordance with the THRHA Grievance policy. The first level of consideration should occur between the Homebuyer and the Administrative Officer. If resolution cannot be achieved then the case should be considered by the President/CEO, and if resolution is still not achievable, the homebuyer should be made aware of and completely follow the Formal Grievance Procedure that is detailed in another policy.

ATTACHMENT “A”

MUTUAL HELP - Policy and Procedures

July 13, 2007

Dwelling Maintenance Obligations; THRHA Costs

**Tlingit Haida Regional Housing Authority
Property Management Division**

**5446 Jenkins Drive Juneau, Alaska 99801
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MAINTENANCE

SECTION I

A. PURPOSE

The Maintenance Policy and Procedures are being developed to establish parameters and limited procedures in order to properly maintain Mutual Help units administered by the THRHA. It is also used to establish consistent standards and practices while also providing for appropriate and systematic charges to Homebuyers for repair expenses attributable to Homebuyer abuse and neglect of their units that are considered to exceed normal wear and tear tolerances.

SECTION II

A. GENERAL

1. Homebuyers are responsible for routine Maintenance, including replacement of consumables such as light bulbs, and periodic, customary and regular servicing of appliances and fixtures, including all plumbing and heating. Homebuyers are also responsible to repair or replace any damage that occurs due to any of the following acts or omissions by a Homebuyer, a member of Homebuyer's household, or an invitee or permittee of Homebuyer:
 - a. Failure to use reasonable care to maintain all aspects of the Dwelling;
 - b. 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
 - c. Damage to any aspect of the Dwelling caused by abuse, vandalism, or neglect, or by a breach of the MHOA (these three grounds for Homebuyer liability being collectively referred to herein as "Homebuyer Fault"). THRHA will periodically provide Maintenance counseling opportunities and when necessary will repair problems that are determined to be outside the control of the Homebuyer.
2. A Homebuyer will not be charged in cases of vandalism, stolen or missing items when supported by a police report, **unless** the damage is done by Homebuyer, a member of Homebuyer's household, or an invitee or permittee of Homebuyer.
3. Normal wear and tear to the Dwelling units, common areas, building, or facility is to be expected and will not be charged to the Homebuyer, either during the tenancy or after move-out. Homebuyer Fault will be

determined both on a case-by-case basis, and also by using the Aging Tables set out in Section V of this Addendum, both during the tenancy and at move-out.

B. MEASURE AND RECOVERY OF THRHA COSTS

1. Homebuyers will be financially liable and accountable for loss, destruction, or failure to satisfactorily clean THRHA property, equipment or furnishings when the damage is due to Homebuyer Fault. A Homebuyer's liability will be based on physical inspection and/or other documentation provided by THRHA employees. It is imperative that all inspections be accurate, thorough, and well documented (i.e. move-in, move-out, annual Housing Quality Standards (HQS), housekeeping) and kept on file in the Homebuyer's unit folder in the Property Management Divisions Section.

Examples of how the division between Homebuyer Fault and normal wear and tear will occur include the following:

a. Restore Heat to a Unit.

- When Homebuyer's oil tank is emptied without refilling - **CHARGE HOMEBUYER**
- Mechanical failure - **NO CHARGE, UNLESS DUE TO HOMEBUYER FAULT**
- System blew out - **NO CHARGE, UNLESS DUE TO HOMEBUYER FAULT**

b. Sink/toilet Plugged up in Unit.

- Child's toy in toilet - **CHARGE HOMEBUYER**
- Faulty flapper (flush valve) - **NO CHARGE, UNLESS DUE TO HOMEBUYER FAULT**

c. Lockout.

- Homebuyer lost/left keys inside - **CHARGE HOMEBUYER**
- Mechanical failure of locking set - **NO CHARGE, UNLESS DUE TO HOMEBUYER FAULT**

2. Where Homebuyer Fault is involved, or Homebuyer fails to conduct routine Maintenance, Homebuyer will be provided with an initial opportunity to conduct necessary repair, replacement or Maintenance at Homebuyer's expense. THRHA will provide Homebuyers with training opportunities to undertake repairs and Maintenance

themselves. If Homebuyer should fail to timely and (in THRHA's judgment) adequately perform the repair, replacement or Maintenance, then THRHA reserves the right to either:

- a. contract with a third party to perform the repair, replacement or Maintenance; or
- b. conduct the repair, replacement or Maintenance itself.

In either event, Homebuyer is liable for any costs incurred by THRHA when performing the repair, replacement or Maintenance, and THRHA's election to perform the repair, replacement or Maintenance itself does not constitute a waiver of THRHA's right to recover its repair, replacement or Maintenance costs.

SECTION III

A. CALCULATING HOMEBUYER CHARGES

1. Whenever THRHA performs a repair, replacement or Maintenance task for a Homebuyer under Section II, the amount of the charge will be based, in THRHA's discretion, on either:
 - a. THRHA's Actual Costs for labor and materials; or
 - b. A schedule of costs for specific repairs, replacements and Maintenance maintained by THRHA's Division of Development, Construction and Maintenance.
2. At the time Homebuyer is advised of the need for repair, replacement or Maintenance, and given the option of performing the task himself or herself, Homebuyer will be given an estimate of the cost of the task and the basis for that estimate.
3. In situations where the cost of repair exceeds the cost of replacement, the cost of replacement will be utilized.
4. When Homebuyer charges under this Section are based on Actual Costs, then during normal working hours the wage rate for the employee times the actual time worked is charged to the Homebuyer along with material cost. Time for pick up of supplies and travel time to and from the job site will be charged if they are significant and documented. Any Maintenance charges will be clearly documented in the work order. Work performed between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, exclusive of holidays, is considered normal work hours (This includes those properties where the Maintenance employee works less than 8 hours). Work performed on weekends, holidays or after 5:00 P.M., and before 8:00 A.M. is charged at the overtime rate with a minimum charge of 1.5 hours in accordance with current labor practices.

SECTION IV

A. MAINTENANCE PROGRAM. Maintenance program procedures are as follows:

1. All Move-In Inspections are to be conducted with the Head-of-Household, at which time the Maintenance Technician will review the Homebuyer Responsibilities and the Housing Authority Responsibilities in reference to the Maintenance Policy.
2. A follow-up inspection and Maintenance counseling will be scheduled for ninety (90) days after the original move-in date, to assure that the unit has not developed any problems and that the Homebuyer is in compliance with their Lease.
3. After the follow-up inspection, the following procedure will be followed to assure that both the Homebuyer and the THRHA are in compliance with the Lease:
 - a. Homebuyers are notified two (2) weeks in advance as to when the annual unit inspection will be conducted.
 - b. At the time of inspection, the deficiencies are noted and the inspection form is signed by both Housing Authority Staff and the Homebuyer.
 - c. When deficiencies are found, the Homebuyers are counseled on the requirements of their MHOA Agreement and the importance of preventive Maintenance. Homebuyer counseling will be documented, with date and signature of the Homebuyer.
4. For the expediency in correcting deficiencies found, a plan with time frames will be developed and agreed upon by the Housing Authority Inspector and the Homebuyer. This plan for correction of deficiencies will be itemized on a carbon form that will be signed by and executed at the time the plan is agreed upon. Failure to agree to a plan for correction is grounds for termination.
5. Results of the unit inspection and executed plan are entered into the Maintenance Log by the Maintenance Technician. The Inspection Log will be monitored monthly by the Maintenance Technician.
6. In the event no deficiencies are found and the Homebuyers are in compliance with all provisions of the MHOA Agreement, Housing Management will send a positive letter recognizing their efforts in continuing with their compliance with the MHOA Agreement.
7. Compliance with the plan will be monitored by the Maintenance

Technician not later than thirty (30) days from the date of implementation. Failure to comply with the agreed upon plan constitutes a breach of the MHOA Agreement and grounds for termination. At the end of the given time to correct the deficiencies, the Homebuyer will certify to THRHA that the repairs are completed, i.e., pictures, invoices/receipts for materials and witnesses to attest that the work was performed.

8. Should the Homebuyer fail to send in their certification that the plan has been completed, the Housing Authority will contact said Homebuyer to discuss why the plan has not been adhered to.
9. Homebuyers that fail to agree to a plan or timely carry out the agreed upon plan, are given the opportunity to identify any extenuating circumstances which may exist causing their noncompliance. A plan of action may be implemented or extended that will specify how the Homebuyer will return to compliance. If Homebuyer fails to timely carry out the agreed upon plan to THRHA's satisfaction, THRHA may either:
 - a. Contract with a third party to perform any Maintenance, repair or replacement; or
 - b. Undertake the Maintenance, repair or replacement itself.

In either event, Homebuyer is liable to THRHA for the costs of the repair or replacement, as calculated pursuant to Section III of this Addendum.

10. When a condition is found that threatens the life, health or safety of the Homebuyer, or the structural integrity of the unit and the Homebuyer does not have the resources to correct the condition, the Housing Authority may immediately have the corrective work done without first offering Homebuyer the opportunity develop a plan of correction or to correct the condition himself or herself. The charge for the work done is charged to the Homebuyer's account. The Homebuyer will be given a copy of the Maintenance to be performed and details of the cost.
11. Whenever, for any reason, THRHA incurs Maintenance, repair, cleaning or replacement costs that are attributable to Homebuyer under these policies or the MHOA Agreement, THRHA will invoice the Homebuyer and:
 - a. Withhold the sum due from Homebuyer's accounts if the cost was incurred in connection with Homebuyer move-out; and/or
 - b. Add the sums to Homebuyer's MHOA Agreement obligation. Failure to timely pay all sums due under these policies

constitutes a breach of the MHOA Agreement and grounds for termination.

12. It is the intent of the Tlingit-Haida Regional Housing Authority to work with the Homebuyer to ensure that the units are well maintained. When all resources have been exhausted to bring the Homebuyer into compliance with the MHOA Agreement, the Maintenance Technician will bring such matters to the attention of the Housing Manager. The Housing Manager will bring it to the attention of the President/CEO for concurrence with issuing a Notice to Terminate.
13. Homebuyer charges originate during occupancy or at the time of move-out with a statement of charges. Procedures are outlined in the MHOA Agreement concerning Move-out Inspections.
14. It is important to determine any Maintenance charges as soon as possible after the Homebuyer vacates. If the Homebuyer fails to clean the vacated unit to THRHA's standards or has damaged T- HRHA property, charges will be deducted from the Homebuyer's accounts. If the account is insufficient to cover the charges, then the Homebuyer will owe THRHA the balance remaining and must make arrangements for payment.

SECTION V

- A. **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 Homebuyer Fault. Pursuant to Section II, these tables will be utilized for Homebuyers both during the tenancy and/or at the time of move-out.

Refrigerator and Range

Age of Appliance	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr	10 yr
% payable by Homebuyer	100	90	80	70	60	50	40	30	20	10

Flooring

Age of Flooring	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	8 yr	9 yr
% payable by Homebuyer	100	88	76	64	52	40	28	16	00

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 and Blinds

Age of Drapes/blinds	1 yr	2 yrs	3yrs	4 yrs
% payable by Homebuyer	100	85	75	60

Homebuyers shall pay a minimum of 25% replacement cost.

Painting

Painting	up to 12 months	up to 24 months	up to 36 months	Under 48 months
% payable by Home buyers	100	75	50	30

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.

- A. **EXCEPTIONS.** Notwithstanding (A) of this Section:
1. THRHA may charge Homebuyer a greater portion of the repair or replacement cost if it determines that, in an individual case, a greater portion of the damage is attributable to Homebuyer Fault; and
 2. THRHA may charge Homebuyer a lesser portion of the repair or replacement cost if Homebuyer demonstrates to THRHA's satisfaction that a lesser portion of the damage is attributable to Homebuyer Fault.

SECTION VI

- A. **APPEALS.** A Homebuyer 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.

GLOSSARY OF TERMS

ACTUAL COST: Cost to THRHA to repair or replace damaged property.

ACTUAL MAN-HOUR: Man-hours used to repair or replace damaged or missing T-HRHA property.

AGE OF APPLIANCE: Serviceable years an appliance is in use.

HOUSING MANAGEMENT/RENTAL MANAGEMENT: Employees who manage T-HRHA property.

MAINTENANCE: Employees, who perform Maintenance, work on THRHA property.

INFORMAL HEARING: A hearing following an Informal Settlement Meeting if the disputed charges/items are not resolved. This hearing must be requested by the Homebuyer.

FIELD REPRESENTATIVE: An employee who is designated as the building manager, inspector, and representative of THRHA.

LABORER: An employee who performs semi-skilled work.

MAINTENANCE MECHANIC: An employee who performs skilled work.

MOVE-OUT INSPECTION: An inspection conducted when a Homebuyer moves. Any damages beyond normal wear and tear are determined at that time.

ORDINARY WEAR AND TEAR: The expected wear and tear that occurs in the normal use of a product. Examples: refrigerators and ranges – ten (10) years, door knob sets – ten (10) years, interior paint – two (2)-years, and exterior paint – five (5) years.

PERCENTAGE PAYABLE BY HOMEBUYER: The percentage of cost that must be paid by the Homebuyer.

HOMEBUYER: A resident of THRHA owned property.

VACATED HOMEBUYER STATEMENT: A statement of Homebuyer payable expenses for damages.

ATTACHMENT “B”

MUTUAL HELP - Policy and Procedures

July 13, 2007

Selection Rating

**Tlingit-Haida Regional Housing Authority
Property Management Division**

5446 Jenkins Drive

Juneau, AK 99801

(907) 780-6868

FAX: (907) 780-6895

SELECTION RATING

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-Points)

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 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. 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.

- C. If an accessible and equipped unit is available, and the applicant or a member of the household is disabled **and could be specifically accommodated by the unit.** (5-Points)

1. Disabled is defined in the HUD 4350 guide which cites 24 cfr 5.403 as defined in 42 U.S.C. 423.

These preference points are contingent on the availability of a accessible unit. These points are not available for disabilities that require no special adaptation.

Documentation: required documentation is determined by HUD 4350 Appendix 3: Acceptable Forms of Verification.

- D. **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's 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. Documentation: determined on a case by case basis.
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 written statement from the tribe or social service agency supporting the need for housing to achieve family reunification.

- E. **Substandard Housing or Homelessness.** (1-Points)

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 well being of a family;
 - b. Does not have operable indoor plumbing; Does not have a usable flush toilet in the unit for the exclusive use of the household;
 - c. Does not have electricity or has inadequate or unsafe electrical service;
 - d. Does not have a safe or adequate source of heat;

- e. Does not have a kitchen (Does not include Single Room Occupancy SRO); and/or
- f. Has been declared unfit for habitation by any agency or unit of government.

Documentation: THRHA staff will perform an inspection of the unit.

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).
- 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.

- F. **Rent Burden** plus basic utility expense (Electricity, heating fuel, water, sewer & garbage service) is greater than 50% of Gross Monthly Income and excluding those applicants receiving rental subsidy. (1-Points)

Documentation: is evidenced by proof of income and the most recent three month’s rent and utility receipts (or average) indicating expense is over 50% of Gross income and is being paid by the homebuyer and is without another rental subsidy.

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

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 the HUD 4350 guide.

- H. **Working Family** , - Is defined as one that: (5-Points)

1. Has at least one adult that is working; or
2. Has at least one adult who is at least 62 years of age or older; or
3. 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.

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

I. *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 (1) 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 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.

J. *Section 8 Voucher Program Recipients*, 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. (1- points)

K. *Related Dwelling Resident at Time of Home Buyer's Death.* The direct descendant or direct ancestor of a Homebuyer who was a bona fide, full-time resident of the dwelling at the time of the Homebuyer's death. (21-points)

ATTACHMENT “C”

**MUTUAL HELP – A & O
Policy and Procedures**

August 15, 2012

SOCIAL SECURITY NUMBERS

**Tlingit-Haida Regional Housing Authority
Property Management Division
5446 Jenkins Drive
Juneau, AK 99801
(907) 780-6868
FAX: (907) 780-6895**

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 Homebuyer 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 the T-HRHA 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, his/her eligibility will be denied.

- d. Homebuyers must disclose and verify SSNs at their annual or interim reexamination. Homebuyers shall be granted the same forty-five (45) days as outlined above if needed to verify the SSNs. Homebuyers 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 “D”

**MUTUAL HELP - A&O
Policy and Procedures**

August 15, 2012

INCOME AND EXCLUSIONS

**Tlingit-Haida Regional Housing Authority
Property Management Division**

**5446 Jenkins Drive
Juneau, Alaska 99801
(907) 780-6868
FAX: (907) 780-6895**

INCOME AND EXCLUSIONS

A. INCOME.

1. **Annual Income:** is the anticipated income from all sources received by the Family Head and spouse (even if temporarily absent) and by each additional member of the Family, including all net income derived from assets, for the twelve (12) month period following the effective date of initial determination or recertification of income, exclusive of certain types of income as defined in Section 6.3. Income will be calculated using the HUD approved methods as listed in the latest HUD Handbook 4350.
2. **Exclusions:**
 - a. 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.

ATTACHMENT “E”

MUTUAL HELP - Policy and Procedures

August 15, 2012

SUBLEASE

**Tlingit Haida Regional Housing Authority
Property Management Division**

**5446 Jenkins Drive
Juneau, AK 99801
(907) 780-6868
FAX: (907) 780-6895**

SUBLEASE

I. SITUATIONS JUSTIFYING APPROVAL OF SUBLEASE REQUEST

- A. **EDUCATION:** The homebuyer who wants to attend a recognized educational institution, such as college (undergraduate/graduate), community college (including CETA affiliated), skill centers, private business schools, or vocational institutions, for the purpose of obtaining a degree or certification.
- B. **EMPLOYMENT:** Most homebuyers who are residing in the Villages are dependent upon seasonal employment, i.e.; fishing, logging, and construction. Therefore, when seasonal employment ends, homebuyers are forced to find other means to support their families; jobs which are not always obtainable in a village community. A homebuyer who takes a full-time job out of the geographical area of their home for a period not to exceed one year will be eligible for written approval of a sublease request during that period.
- C. **MEDICAL CARE:** Each homebuyer will be evaluated on an individual basis; approval from THRHA will be dependent upon a Doctor's written recommendation that the homebuyer needs to leave the area for medical reasons, such as hospitalization and/or therapy in a nonpermanent situation.
- D. **MILITARY:** Temporary duty assignment(s) with a copy of orders in Homebuyer's file.

II. REQUEST FOR SUBLEASES

- A. **PRIOR APPROVAL:** The Homebuyer has agreed in the Mutual Help and Occupancy Agreement and is required to submit to THRHA for review and approval a copy of the proposed lease agreement at least 30 days prior to the HOMEBUYER move-in date. The 30 day notice allows THRHA to review and approve the request in accordance with all requirements.
 - 1. **SUBLEASE AGREEMENT:** The pre-approved agreement must be in compliance with THRHA rules, regulations and guidelines. Does not release the Homebuyer or the SUBLESSEE from responsibility of keeping the unit in good repair and performing any and all required maintenance.

III. HOMEBUYERS ACCOUNTS MUST BE CURRENT

- A. **CURRENT:** Prior to THRHA giving written approval to the Homebuyer to sublease the unit, ALL accounts must be current i.e.: Payback Agreement,

Monthly Account Receivable, Collections and any other monies owed to T-HRHA.

- B. ARREARAGE: THRHA shall not consider requests for subleases if the subject homebuyer is in arrears. A sublease shall be allowed if ALL arrearage are brought current, or in the event of an emergency, if THRHA and Homebuyer arrange an acceptable payback agreement which must be approved by the President/CEO.

IV. MAXIMUM TERM OF SUBLEASE AGREEMENT

The maximum term will be determined as follows:

- A. EDUCATION: not to exceed a period of one (1) year in any situation. Verification of this employment will be supplied by a notice of employment, W-2's or income Tax Statement when the homebuyer is recertified.
- B. EMPLOYMENT: Not to exceed a period of one (1) year in any situation. Verification of this employment will be supplied by a notice of employment, W-2's or Income Tax Statement when the homebuyer is recertified.
- C. MEDICAL: Length of time will be dependent up on the Doctor's recommendation for hospitalization and/or therapy. The Homebuyer must submit a Doctor's written verification of the recommendation.

V. SELECTION OF SUBLESSEE

- A. Homebuyers are encouraged to consider the intent of the Mutual Help and Occupancy Program when selecting a SUBLESSEE/HOMEBUYER.
 - 1. In the event that homebuyer does not have a prospective sub lessee, names from the Waiting List will be provided at the request of the Homebuyer.
 - 2. Ineligible subleases include to private and public corporations as well as either profit or non-profit organizations.

VI. HOMEBUYER'S CONTINUED OCCUPANCY RECERTIFICATION OBLIGATION

- A. RECERTIFICATION: When the Homebuyer enters into a Sublease Agreement, he/she will still be required to be recertified for continued occupancy on an annual basis as described in the Mutual Help and Occupancy Agreement.

- B. RENTAL INCOME: All of the rental revenue/income will be figured into the Homebuyer's Annual Income during the recertification period which may result in a change of the required monthly payments.

VII. SECURITY DEPOSIT

- A. It is the responsibility of the LANDLORD (Homebuyer) to determine how much if any security deposit is required. The following is an example taken from the Alaska Landlord/Homebuyer Handbook in reference to the amount and type of deposit that may be requested.
 - 1. The total amount collected for all deposits and prepaid rent except for the first month's rent, cannot exceed two (2) months rent. (AS 34.03.070).

THRHA would suggest that the LANDLORD (Homebuyers) obtain a copy of the Alaska's Landlord-Homebuyer Law prepared in 1974 by Alaska Legal Services.

VIII. PAYMENTS

- A. HOMEBUYER Payment: It is the responsibility of the Homebuyer to make the required full payments on time to THRHA.
- B. SUBLESSEE Payment: The SUBLESSEE will make their payment to the LANDLORD (Homebuyer) per the Sublease Agreement.

IX. APPLICATION of REQUIRED PAYMENT

The monthly payment will be applied towards the Homebuyer's account Administrative charge and MEPA account per Article V of the MHOA.

X. EXPIRATION of SUBLEASE TERM

- A. THRHA shall after the expiration of the Sublease Term agreed upon with the Homebuyer, no later than ten (10) calendar months after commencement of Sublease Term, ascertain whether the subleasing unit by the Homebuyer should continue.
- B. If it is deemed proper to continue the Sublease arrangement, THRHA shall document and certify the basis of its decision to continue, and submit to Board of Commissioners for extension.
- C. If it is decided by THRHA that the Sublease arrangement should not continue, the Homebuyer shall be notified in writing of THRHA's decision

in the matter, and given the opportunity to re-occupy the home as their principle place of residence.

- D. If the family declines to re-occupy the home, the Mutual Help and Occupancy Agreement shall be terminated. THRHA shall take possession of the unit, evaluate condition of home and review the waiting list for eligible applicants. Consideration may be given the Homebuyer (sub lessee) residing in the home for placement in the home-ownership program, if eligible.

XI. TERMINATION of SUBLESSEE

Termination of the Sublease will be in compliance with Alaska Landlord and Homebuyer Laws.

XII. TERMINATION of the HOMEBUYER

In the event the LANDLORD (Homebuyer) fails to terminate the SUBLESSEE/HOMEBUYER due to the default of any of the conditions which are the Homebuyer's obligation, and THRHA has to enter in, the HOMEBUYER will be considered by THRHA in default of their Mutual Help Home Ownership Agreement (Article IX), and THRHA may give him/her/them NOTICE OF TERMINATION of that Agreement pursuant to the terms of that Agreement; the HOMEBUYER will be held liable to THRHA to pay for all costs arising out of such default, including but not limited to, legal fees, maintenance repairs and any outstanding rental or repair balance.

- A. The LANDLORD (Homebuyer) will be responsible for all obligations and responsibilities as stated in the MHOA, including routine maintenance.
- B. The LANDLORD (Homebuyer) will ensure that there is no third-party lease assignment or leases for the home executed during the duration of their/their absence.
- C. Should the SUBLESSEE/HOMEBUYER default in any of the above, it is the LANDLORD's (Homebuyer's) sole responsibility to take immediate action necessary to correct the default or to terminate the agreement and evict the SUBLESSEE/HOMEBUYER. It will also be the LANDLORD's (Homebuyer's) responsibility to pay all fees to evict the SUBLESSEE/HOMEBUYER and to repair any damage done to the unit.

XIII. UTILITIES

It is the responsibility of the Homebuyer to maintain all utilities whether or not the utility account is in either Homebuyer or SUBLESSEE name. The Homebuyer is accountable that all utilities remain current and safely maintained and utilized.

At no time does THRHA accept or acknowledge responsibility for utility expenses for the unit.

XIV. VEHICLES

- A. Junkers: It is the responsibility of the LANDLORD (Homebuyer) to notify and follow up with the SUBLESSEE /HOMEBUYER vehicle owner for the removal of any non-operational vehicle/junker in a timely manner (within 30 days) upon receipt of notice by THRHA and/or representative. Failure to do so will be cause for termination of Mutual Help and Occupancy Agreement and may result in eviction.

XV. PETS

- A. The matter of pets will be decided between the LANDLORD (Homebuyer) and SUBLESSEE who may wish to use the blank section in the SAMPLE Mutual Help Sublease Agreement.

XVI. HOMEBUYER'S MAINTENANCE/INSPECTION RESPONSIBILITY

- A. Maintenance: It is the responsibility of the Homebuyer to insure that any and all required maintenance is done.
- B. Inspection: It is the responsibility of the Homebuyer to inform the SUBLESSEE that with prior notice, the SUBLESSEE is required to admit any THRHA authorized representative access to the unit for routine and/or special inspections.
- C. Principle Residence: The acquisition of ownership of another home or failure to continue to use the MH home as the Principle Residence shall constitute ground for termination of the MHO Agreement.

XVII. MUTUAL AGREEMENT/UNDERSTANDING

All parties recognize that THRHA is the owner of the premises and that THRHA does not at any time relinquish any rights to the property when sublet and may exercise these rights at any time that it is in the best interest of THRHA and the property.