



ADMISSIONS AND OCCUPANCY POLICY AND PROCEDURES

**MASHPEE WAMPANOAG TRIBAL HOUSING
DEPARTMENT**

AUGUST 2019

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PART I. OVERVIEW

A. Introduction

The Mashpee Wampanoag Tribal Housing Department's (MWTHD) Admissions and Occupancy Policy Handbook describes the process applied for all programs, unless otherwise specifically stated. Programs for which these policies apply include the following as well as any future programs:

- Low rent housing (under development)
- Rental Assistance and the Rental Subsidy Programs
- Foreclosure/Eviction Prevention
- Home Repair and Rehabilitation
- Down Payment and Closing Cost Assistance

B. Laws and Customs of the Tribe

Only those who are eligible under the laws and customs of the Mashpee Wampanoag Tribe to lease tribally trust owned land for residential purposes are eligible for homeownership opportunity programs. Non-Indian and non-member spouses may join in the application process and have their income considered, but they cannot be considered as the head of household for purposes of the rental program.

The non-Indian or non-member spouse cannot be the beneficiary or remain in possession of the rental unit; nor may the parties or the Courts allow the non-Indian or other non-member Native spouse to remain in possession of the rental unit in the event of divorce or death.

C. Prohibited Use of Premises

Participants and Occupants are required to adhere to all Mashpee Wampanoag Tribal Laws and Codes and other applicable laws with regard to their personal conduct when it impacts their housing obligations and the rights of others.

The Participant is prohibited from using, causing to be used, or allowing to be used any part of said leased premises for any unlawful conduct or purposes. Any unlawful conduct may result in eviction and termination of the Agreement.

D. Law Enforcement

The Mashpee Wampanoag Tribe Police Department is responsible for receiving and investigating any suspicious or illegal acts on trust property. Participants must notify the Mashpee Wampanoag Tribe Police Department for investigation and prosecution. Participants must notify the local authorities for complaints regarding suspicious or illegal acts occurring off the Mashpee Wampanoag Reservation.

E. Jurisdiction

The Mashpee Wampanoag Tribal Code (Law) shall have exclusive jurisdiction over any dispute that arises on the Mashpee Wampanoag Reservation.

F. Organization & Structure

The MWTHD's Board of Housing Commissioners is comprised of seven volunteer tribal members. Members serve for staggered three-year terms. Officers include Chairperson, Vice Chairperson, Secretary and Treasurer. The Commission is appointed and may be reappointed by Tribal Council with consideration of input from the Housing Director. The Board of Housing Commissioners are tasked with implementing policy, addressing housing needs of the Tribe, and overseeing the operations of the Housing Department.

G. MWTHD Mission

The Mission of the MWTHD is to provide safe, affordable housing to all members of the Mashpee Wampanoag Tribe; to provide housing assistance and opportunities specific to the needs of the Mashpee Wampanoag People; to preserve tribal community (an inherent right) by offering tribal members and their families the choice to remain or return to quality housing provided on ancestral lands, a place appointed to us by our Creator; and to encourage self-determination and economic independence for all tribal members.

PART II. INDIAN PREFERENCE

The MWTHD will give preference in selection in housing to Mashpee Wampanoag Tribal members first, then to other enrolled Native American's living in the Tribe's Service Area.

PART III. OTHER REQUIREMENTS

SECTION 1. NAHASDA USEFUL LIFE REQUIREMENTS

Indian Housing Block Grant (IHBG) funds invested in a unit must remain available to Low-Income Native American families for a certain period. The “Affordability Period” is the time a unit must remain available only to Low-Income Native American persons or families. This is also considered the “useful life” of a property.

A. Types of IHBG Assistance

IHBG funds invested in the following types of assistance are subject to the “useful life” requirements as follows:

- Development
- Home Repair and Rehabilitation
- Acquisition of an Existing Home

B. Affordability Period

The following tiered schedule specifies the number of years during which the housing must remain affordable, dependent upon the amount of IHBG funds being invested in the property per occurrence.

IHBG Funds Invested	Affordability Period	Record	
		YES	NO
All Programs up to \$5,000	6 months		X
All Programs \$5,001 - \$15,000	5 years	X	
All Programs \$15,001 - \$40,000	10 years	X	
Over \$40,001	15 years	X	
New Construction	20 years	X	

C. Binding Agreement

A lien on the property shall be recorded in the form of a binding agreement.

D. Reporting

Staff shall track the useful life of binding agreements using a spreadsheet capturing the following information: Property Address, Owner's Name, IHBG Funds Spent, Affordability Period Assigned; Date Assisted; and Form of Binding Commitment.

SECTION 2. OTHER APPLICABLE REQUIREMENTS

MWTHD programs may be subject to the following Code (Law) to the extent required by the Mashpee Wampanoag Tribal Code (Law) and the Housing and Urban Development (HUD) Native American Housing Assistance and Self-Determination Act of 1996 as amended (NAHASDA):

1. The requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and HUD's implementing regulations at 24 CFR Part 146.
2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD's implementing regulations at 24 CFR Part 3.
3. Title VI of the Civil Rights Act of 1964 (U.S.C. 2000d) and Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.). In the event the Mashpee Wampanoag Housing Department takes action under section 201(b) of NAHASDA, Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1963 will not apply.
4. NAHASDA
5. The Uniform Relocation Act.
6. The National Environmental Protection Act.

PART IV. PROGRAMS

SECTION 1. OVERVIEW

Provides assistance to families in the form of the following:

A. Housing Assistance

- Rental Subsidy up to \$300 of the monthly rental lease payment for up to two years
- Rental Assistance including first, last and security deposit up to \$1,500

B. Rehabilitation Assistance

- Home Rehabilitation provides up to \$15,000 to enrolled Mashpee Wampanoag Tribal members and other Native Americans living in the Tribe's service area for rehabilitation to existing homes.
- Emergency Home Repair provides up to up to \$1,500 per household

C. Eviction Prevention

Provides up to \$2,000 for tenants who have a 14-day notice to quit. Must provide lease and demonstrate ability to pay the next month's rent. If rent is higher than assistance, tenant must provide the remaining funds.

D. Foreclosure Prevention

Provides funds up to \$4,000 as a conditional grant for homeowners who have received a notice of foreclosure. This is a one-time assistance.

E. Down Payment and Closing Cost Assistance

One-time assistance capped at up to 2% of the approved mortgage amount up to \$5,000 maximum. Can be used for a manufactured home that is no more than 10 years old on a permanent foundation.

F. Low-Rent

This program is under planning and development. It is designed to provide assistance to low-income and moderate-income families.

G. Emergency Assistance

This program is under planning and development. MWTHTD is exploring the development of housing to target homelessness.

PART V. POLICY & PROCEDURES

A. Purpose

Policies and procedures are developed to provide direction to staff for admission of families in the programs and for administration of the requirements governing their occupancy.

MWTHD's policies are developed by the Board of Commissioners in consideration of applicable tribal, state and federal law. The Housing Director is authorized to develop procedures necessary to implement Board adopted policies. Policies and procedures are developed to:

1. Provide transparency.
2. Provide daily guidance to housing staff in the performance of routine activities
3. Make decisions more transparent to staff and the community
4. Are more defensible than unwritten policies when challenges arise.
5. Ensure that all housing staff do things the same way, thus promoting consistency and fairness while also minimizing the potential for disputes or legal actions.
6. Provide a foundation for sound management and supervision
7. Provide a basis for auditor justification

B. Policies of the MWTHD

All participants are subject to the policies of the MWTHD as they now exist or as they may hereafter be amended.

C. MWTHD Program Applicability

The Rental Assistance, Rental Subsidy, Down Payment and Closing Cost Assistance, Foreclosure Prevention, Eviction Prevention, Emergency Home Repair and Home Rehabilitation are subject to this policy. Other existing and future programs are subject to the standards contained in this policy unless specifically stated as non applicable.

D. Staff and Officials Applicability

The MWTHD's governing body and staff will comply with all applicable laws, regulations, and policies governing funds granted or loaned to the MWTHD. Additionally, officials and staff must be in compliance with the Mashpee Wampanoag Tribal Codes (Law) and Ordinances, applicable state and federal laws and regulations and program policies.

Failure to comply will be addressed through disciplinary action that could result in termination of employment or removal of the official.

E. Agreement

Whenever used through this policy, "Agreement" shall mean rental agreement, lease agreement, or any form of agreement or contract that describes the terms and conditions of providing housing assistance to an Applicant or Participant.

F. Program Participants and Applicants

1. Whenever used in this policy, "Participants" shall mean tenants or applicants of the programs.
2. Whenever used in this policy, "Applicant" shall mean a family or an individual who applies or expresses an intent to apply for housing assistance.

G. Number and Gender

Whenever used in this policy, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

H. Amendments

The Board of Commissioners reserves the right to make reasonable modifications to these policies if needed for health or safety purposes, programmatic purposes, or necessitated by a change in Tribal Codes (Law), applicable federal law, or applicable regulations. Participants will be given at least thirty (3) days' notice of any modification that is substantive. Changes that result in clarification of language or correct errors that do not impact Lease Agreements or change the scope of work of a program will not be subject to public notice.

I. Notices

1. Any notices or demand to be given, served, or made shall be validly and sufficiently given, served, or made, if from the MWTHD to the Participant, if the same is deposited in the United States mail, by certified mail, return receipt, postage prepaid, addressed to the Participant at address of the leased premises, and,
2. If from the Participant to the MWTHD, notice is deposited in the United States Mail by certified mail, return receipt, postage prepaid addressed to the MWTHD at 483 Great Neck Road South, Mashpee, MA 02649.
3. The service of such notice shall be deemed complete by the said deposit in the United States Mail as described above.

4. Either party may, by written notice, designate a different place to which notices shall be sent.

J. Waivers

No waiver by the MWTHD of any term, covenant, or condition of these policies shall be construed as a continuing waiver thereof, or a waiver of any other term, covenant, or condition of this policy. Each and every default on the part of the Participant shall be considered a separate and a new breach of the policy, irrespective of whether or not other defaults exist at that time.

K. Authorization of Housing Director

The Housing Director is authorized by the Board of Commissioners to implement these policies and to develop all procedures deemed necessary by the Housing Director. Whenever used throughout this policy, unless the context shall otherwise provide, the reference to the Housing Director from this point on shall mean Housing Director or designee.

PART VI. APPLICATION

SECTION 1. FORM

A. Overview

The MWTHD application *form* is designed to gather enough information to allow a full assessment of the Applicant's background to determine and verify eligibility, consistent with any applicable federal, MWTHD requirements, and the requirements of any other funding entities that are applicable. The application form may be supplemented with additional forms as deemed necessary by the Housing Director.

B. Application Forms

The MWTHD will use at a minimum the following:

1. MWTHD application,
2. Consent for Credit Report (when deemed necessary)
3. IRS Form 4506t
4. Tenant Income Certification (TIC),
5. Applicable Consents to Release Information

6. Other worksheets or forms as deemed necessary

C. Application Process

Application Process: Families must submit an online application in its entirety before they can be determined eligible for placement on a waiting list. If the applicant has a delinquent balance with the MWTHD, the family must enter into Payback Agreement or Old Delinquent Accounts Settlement agreement prior to being considered for occupancy. Failure to do so will result in the family being ineligible to be placed on the waiting list.

1. In order to be considered for occupancy in any housing program offered by the MWTHD, a written (legible) or online application must be completed.
2. All application data processed by MWTHD staff are entered in an excel spreadsheet for tracking.
3. The Designated Staff member receiving an application must note the date and time (date & time) when the application was received.
4. All information provided in the application must be verified and documented before an application is considered complete. In the event there are concerns regarding the information obtained, the staff will report the concerns to the appropriate supervisor who will review information to make a decision.
5. Once the application is complete and eligibility has been determined, the Applicant data will be entered into the Waiting List database according to date and time.
6. In the event of a rejection, the staff will notify the Applicant in writing of the basis of the determination and the right to appeal the decision in accordance with the Grievance Section of this Policy.
7. In the event of a favorable determination, the staff will notify the Applicant in writing, and for placement on the Waiting List.

D. Charges

- There is no application fee for MWTHD program assistance, although Applicants pursuing homeownership will be responsible for other fees assessed by lenders in the event a Participant successfully exercises their option to purchase. This is subject to change.

SECTION 2. WRITTEN COMMUNICATIONS

A. Notification to Applicants of Ineligibility

Each Applicant shall be notified as promptly as possible, but not to exceed thirty (30) days,

in regard to his/her eligibility status.

1. If the MWTHD determines the Applicant to be ineligible for admission, the Applicant is to be informed in writing of the determination and of his right to appeal in accordance with the Grievance Policy,
2. The reason for the determination shall be included in the written notification.
3. Each such case shall be documented, and such documentation shall be maintained and properly filed.

B. Notification to Applicant of Eligibility

Applicant shall be notified in writing of the following:

1. The determination of eligibility to be placed on the Waiting List;
2. Waiting List placement does not guarantee selection;
3. Responsibility of the Applicant to update Applicant information as changes occur;
4. Removal from the Waiting List if the Applicant fails to update information at least annually; and
5. The process for the Applicant to periodically check the Waiting List.

C. Communications

All communications with the Applicant must adhere to the following requirements:

1. All official notices must be in writing and signed by the designated staff with a copy to the appropriate staff and the Housing Director.
2. All verbal communications are to be documented in the Applicant file and the client database, indicating date, time, content, and disposition.
3. All written communications or major inquiries from an Applicant are to receive a written response within five (5) working days from the date of receipt.

PART VII. ELIGIBILITY

SECTION 1. BASICS

A. Overview

The MWTHD is responsible for ensuring that every individual and family admitted to the housing program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the MWTHD to confirm eligibility and determine the level of the family's assistance. The applicant family must:

1. Meet Tribal Preference
2. Qualify as a federally recognized Native American
3. Qualify as a family as defined by NAHASDA and the MWTHD.
4. Qualify as income eligible.
5. Provide social security number information for family members as required.
6. Consent to the MWTHD's collection and use of family information as provided for in MWTHD provided consent forms,
7. Demonstrate that the current or past behavior of household members does not include activities that are prohibited by the MWTHD.
8. Demonstrate the capacity to meet the obligations of renting or leasing.
9. Demonstrate the capacity to maintain good housekeeping practice,
10. Moderate-income family: Determine and document that they have a need that cannot be reasonably met without IHBG assistance

B. Essential Factors for Qualifying as a Family

To be eligible for admission, NAHASDA requires applicants to qualify as a Native American who is a member of a federally recognized tribe. A family as defined by MWTHD includes any of the following:

1. The head or heads of household and at least one (1) child are enrolled members of the Mashpee Wampanoag Tribe or a federally recognized tribe. The head of household but not limited to grandparents, guardians, and other relatives raising children.
2. Two or more individuals who are not related by blood, marriage, adoption, or other

operation of law, but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family;

3. Two or more elderly or disabled persons living together;
4. One or more elderly or disabled persons living with one live-in aide; or
5. A single person.

C. Enrollment Documentation

1. Enrolled Mashpee Wampanoag members must provide enrollment documentation from the Tribe.
2. Other enrolled federally recognized Native Americans must have third party enrollment documentation and verification provided by the Bureau of Indian Affairs (BIA). Third party verification in the form of a BIA Certificate of Degree of Indian Blood (CIB) or letter of verification of enrollment from a federally recognized tribe will be acceptable.

D. Household Composition.

Household is a broad term that includes additional people who, with the MWTHD's permission, live in a MWTHD unit, such as live-in aides, foster children, and foster adults. Each family must identify the individuals to be included in the family at the time of application and must update this information if the family's composition changes.

E. MWTHD Discretion

The MWTHD Department has the discretion to determine if any other group of persons qualifies as a family.

The Applicant family must use the home as their principal residence, which is twelve (12) months per year.

F. Ability to Enter into an Agreement

The applicant must be at least eighteen (18) years of age and have the legal capacity to enter into an Agreement and be willing and able to meet all obligations of the Agreement.

G. Minimum Income Requirements

Applicant family must have sufficient income to meet and maintain the minimum payment and be within the income limits established and approved by HUD annually. Residents must

demonstrate sufficient income to maintain and pay for utilities: gas, and/or electric services.

H. Stability

For an Applicant to maintain continued occupancy, the Applicant must be able to demonstrate financial stability to the extent that the information provided upon move-in can be maintained. At the very least, a Participant must, at all times, be able to demonstrate the means to pay the monthly minimum rent including all applicable utilities.

I. Use and Maintenance History

Use and maintenance history will be documented by at least landlord references from the previous five (5) years.

J. Habits & Practices

An Applicant must be of good character and possess habits and practices that promote safe, clean and healthy homes, property, and communities. This also applies to Applicant's household members as they appear on the application or as they are requested to be added to the occupancy agreement.

K. Prior Housing Assistance

Participants in other Housing Department programs may apply for housing and be placed on the waiting list. Verification that the Applicant has terminated the other assisted unit agreement and is in good standing with the Housing Department must be obtained before the Applicant will be allowed to participate in the Program.

L. Previously Assisted MWT HD Participant

No Applicant or Applicant's household member who has an outstanding debt to the MWT HD or whose participation was terminated by the MWT HD will be eligible for assistance until the following conditions are satisfied:

1. Voluntary Terminations: Any outstanding debt from an Applicant or an Applicant's household member must be paid in full prior to consideration.
2. Involuntary Terminations: Any Applicant whose assistance was terminated by the MWT HD or who was evicted for nonpayment will not be considered eligible for a period of one (1) year from the date on which all MWT HD debt has been retired and evidence of a good landlord history and/or other sources as determined by the MWT HD.

SECTION 2. BACKGROUND CHECKS

The MWTHD may conduct criminal background checks or any other measures to determine suitability as a participant in any of MWTHD's programs. Massachusetts Criminal Offender Record Information (CORI) and/or other nationwide background check providers will be used.

SECTION 3. NEGATIVE REFERENCE

If negative reference on either the credit or use/maintenance history is obtained, staff will notify the Applicant in writing through regular mail of the negative items found within ten (10) days of receipt of the negative information. The Applicant will be afforded an opportunity to respond in writing within ten (10) working days of the postmarked date of the notice regarding any negative information derived from any source. The response will be taken into consideration in determining the Applicant's eligibility.

SECTION 4. SOCIAL SECURITY NUMBERS

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN.

SECTION 5. FAMILY CONSENT TO RELEASE OF INFORMATION

Each adult family member, and the head of household, spouse, or cohead, regardless of age, is required to sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. The MWTHD Department shall deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow the MWTHD to obtain information that the MWTHD staff has determined is necessary in administration of MWTHD's housing programs.

PART VIII. PROGRAM ELIGIBILITY

MWTHD's programs are subject to the processes described in this Admissions and Occupancy Handbook. Depending on the nature of the program additional eligibility, intake, and verification requirements may apply. Specific program eligibility requirements are described below.

A. Low-Rent

CATEGORY	BASIC ELIGIBILITY CRITERIA
Tribal Affiliation	
Property Location	
Income	
Amount of Assistance	
Eligibility Factors	

B. Housing Assistance (Rental Assistance, Rental Subsidy, Foreclosure, Eviction, Down Payment and Closing Costs, Emergency Rehab Repair, Housing Rehabilitation)

CATEGORY	BASIC ELIGIBILITY CRITERIA
Tribal Affiliation	
Property Location	
Income	
Amount of Assistance	
Eligibility Factors	

PART IX. INCOME LIMITS

SECTION 1. HUD MEDIAN FAMILY INCOME (MFI) LIMITS

A. Use of Income Limits

Income limits are used for eligibility only at admission.

B. Latest Publication

The MWTHD shall use the latest HUD County Area Median Family Income (MFI) limits adjusted for family size, to determine income eligibility for NAHASDA housing assistance. As stated in the latest Program Guidance from HUD, Tribes with large reservations or those that encompass more than one county may have more than one income limit. To reduce administrative burden, the Tribe may set income limits for multi-county reservations at the income limit level of the county with the highest income limit. The MWTHD has determined that it will set its income limit at the county with the highest income limit for our area (Falmouth/Suffolk).

SECTION 2. INCOME ELIGIBILITY

A. Calculating Anticipated Gross Annual Income

Annual income shall be projected for 12 months based on the best available information for each income recipient in the household. The following shall be considered: the past year's income, current income rate and effective date, and known rate changes that will take effect during the projected year.

Eligibility is established by comparing a family's gross annual income with HUD's published income limits.

SECTION 3. LEVELS OF INCOME

A. Low-Income Families

Annual gross household income that is less than or equal to 80% of the MFI is considered low-income.

B. Moderate-Income

Annual gross household income that is over 80% but less than 100% of the MFI is considered moderate-income.

C. Families Who are Income Eligible for MWTHD Assistance

The MWTHD shall only consider the following families for NAHASDA housing assistance:

1. Low-income households;
2. Moderate-income households who MWTHD has determined and documented that there is a need for housing that cannot reasonably be met without IHBG assistance or qualify as an Essential Family; and

3. Over-Income families who the MWTHD has determined the family to be an "Essential Family" according to the MWTHD Essential Family Policy.

SECTION 4. WHEN APPLICANT QUALIFIES AS LOW-INCOME

Housing shall qualify as affordable housing only if each dwelling unit in the housing—

A. Rental housing

A family must be low-income at the time of their initial occupancy of such unit.

B. Housing for Homeownership

A family must be low-income family at the time of purchase.

C. Contract to Purchase Existing Housing

A family must be low-income family at the time of purchase.

D. Lease-purchase Agreement for Existing Housing or for Housing to be Constructed

A family must be low-income at the time the agreement is executed.

E. Contract to Purchase Housing to be Constructed

A family must be low-income family at the time the contract is executed.

F. Housing Assistance Programs

A family must be low-income at the time they apply for assistance.

SECTION 5. CATEGORIES OF INCOME LEVELS

A. Extremely low-income family

A family whose annual income does not exceed 30 percent of the median income for the area, adjusted for family size.

B. Very low-income family.

A family whose annual income does not exceed 50 percent of the median income for the

area, adjusted for family size.

C. Low-income family

A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

D. Moderate-income family

A family whose annual income is within 80 percent to 100 percent of the County Area median income limits.

PART X. INCOME DEFINITIONS

SECTION 1. DEFINITIONS OF INCOME

The MWTHD will use from the following annual income definitions the one that is most advantageous to the family or the MWTHD:

A. Section 8 "Annual income" as defined for HUD's Section 8 programs in 24 CFR part 5, subpart F (except when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of Net Family assets); or

B. Census

The long-form for the most recent available decennial Census definition includes:

- a. Wages, salaries, tips, commissions, etc.;
- b. Self-employment income;
- c. Farm self-employment income;
- d. Interest, dividends, net rental income, or income from estates or trusts;
- e. Social security or railroad retirement;
- f. Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;
- g. Retirement, survivor, or disability pensions; and

- h. Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony; or

C. Internal Revenue Service

Gross income means Line 37 "Adjusted Gross Income," IRS Form 1040 series for individual Federal annual income tax purposes.

SECTION 2. NAHASDA

A. NAHASDA Definition of Income

The term 'income' means income from all sources of each member of the household, as determined in accordance with criteria prescribed by the Secretary, except that the following amounts may not be considered as income under this paragraph;

1. Any amounts not actually received by the family.
2. Any amounts that would be eligible for exclusion under section 1613(a)(7) of the Social Security Act, and
3. Any amounts received by any member of the family as disability compensation under Chapter 11 of Title 38, or dependency and indemnity compensation under chapter 13 of such title,

B. NAHASDA Exclusions

Any amounts that are on the list of Federally Mandated Exclusions as amended from time to time in the Federal Register.

SECTION 3. DOCUMENTATION

Members of the household, eighteen (18) years and older, are required to provide verifiable gross annual income documentation which is required to determine income eligibility. The MWTHD is required to maintain the documentation on which the determination of eligibility and income are based. The MWTHD will require a family to verify its income in order to determine housing payments, fees, household composition, or continued occupancy.

PART XI. BASIS FOR INELIGIBILITY

SECTION 1. OVERVIEW

The reasons for a determination of ineligibility are based on MWTHD policies and other applicable program concerns or regulations. Although an Applicant may meet the basic criteria for eligibility, any one of a number of reasons can form the basis of a determination of ineligibility.

SECTION 2. APPLICABILITY

All Applicants are initially screened leading to a determination of eligibility or placement families who have applied for housing or who have applied to add an additional occupant, and who, for any reason, have been determined to be ineligible will be notified by staff in writing, stating the reasons for their ineligibility. The family would then be entitled to a hearing through the means adopted for administrative remedies. All information relative to the rejection of an Applicant family must be documented and placed in the Applicant family's file for future reference.

SECTION 3. PROCESS (RESERVED)

SECTION 4. INITIAL SCREENING RESULTS (RESERVED)

SECTION 5. POSSIBLE REASONS FOR INELIGIBILITY

The following does not represent an exhaustive list of reasons an Applicant may be denied final selection as a Participant; however, it is illustrative of many common reasons for a determination of ineligibility.

1. Failing to repay previous debts owed to any Housing Department or other HUD program.
2. Fraud in connection with any HUD program, or failing to disclose previously committed fraud in connection with any HUD program.
3. Prior conviction of crime(s) of a sexual nature.
4. Record of substance abuse.
5. Non-cooperation. Refusing or failing to complete required forms or to supply requested information.
6. Applicants who appear on HUD's List of Suspensions, Debarments, and Limited Denial

of Participation.

7. The Applicant family does not qualify as a family according to the applicable program requirements.
8. The Applicant family does not meet the income requirements.
9. Lack of documented, verifiable information.
10. Family composition is not compatible with the occupancy standards applicable to the vacant unit.
11. The Applicant family has a record of unsatisfactory performance in meeting past financial obligations.
12. If the applicant has a delinquent balance with the MWTHD, the family must enter into Payback Agreement or Old Delinquent Accounts Settlement agreement prior to being considered for eligibility.
13. Applicant family has a record of destruction of property, acts which would imperil the health, safety or peaceful occupancy of neighbors, and/or disregard for the rights of others and the rules of occupancy.
14. The Applicant family has a record of any illegal activity which would impair the physical or social environment of the surrounding neighbors, including but not limited to trafficking in drugs, use and/or possession of drugs, prostitution; possession of explosives, illegal possession of firearms, and crimes of violence against persons or property.
15. The Applicant family has a record of domestic violence.
16. The Applicant family demonstrates a behavior that is culturally unacceptable and abusive to such an extent as to constitute a hostile and threatening environment.
17. The Applicant family has a history of unsanitary or poor housekeeping habits.
18. The Applicant family has provided false information on the application or other application on file with MWTHD.
19. The Applicant family has a history of lease violations.
20. MWTHD Participants who were evicted for violations due to acts which threatened the health, safety and welfare or peaceful enjoyment of others will be denied participation in MWTHD housing assistance programs for at least three (3) years and references are positive.

SECTION 6. USE OF ILLEGAL SUBSTANCES

Reference Mashpee Tribe Drug and Alcohol Policy.

SECTION 7. DENIAL OF ADMISSION.

A. Required Denial of Admission.

A family that does not meet the eligibility criteria discussed in must be denied admission. Also, MWTHD may deny admission based on certain types of current or past behaviors of family members as discussed in this part.

B. Screening

Negative results from the screening conducted by MWTHD staff will be considered.

C. Criteria for Deciding to Deny Admission

One (1) minor derogatory finding will not be used as a basis for denial of eligibility or participation. However, a combination of derogatory findings may be used as a basis for denial. The MWTHD will consider at least the following factors prior to making its decision:

- The seriousness of the case, especially with respect to how it would affect other residents;
- The effects that denial of admission may have on other members of the family who were not involved in the past derogatory action or behavior;
- The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future;
- Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs;
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully;
- The MWTHD will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

D. Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence, and Stalking

In accordance with the Violence against Women Act of 2005 (VAWA) the MWTHD will not deny admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking.

SECTION 8. NOTIFICATION

A. Notice of Eligibility or Denial

Each Applicant shall be notified as promptly as possible, but not to exceed thirty (30) days, in regard to his/her eligibility status.

1. If the MWTHD determines the Applicant to be ineligible for admission, the Applicant is to be informed in writing of the determination and of his right to appeal in accordance with the Grievance Section of this Policy.
2. The reason for the determination shall be included in the written notification.
3. Staff shall document and maintain files for each case.

PART XII. WAITING LIST ADMINISTRATION

SECTION 1. OVERVIEW

The waiting list is the tool used to establish the order in which housing offers are made to apparently qualified Applicants. The Housing Director will designate staff to administer the waiting lists policy, establish procedures to implement the policy, including preparation of a quality control system that ensures ethics and integrity in administering the waiting list policy.

This Part covers the following:

1. Priorities and preferences;
2. Waiting list organization;
3. Opening and closing the waiting lists;
4. Enter new Applicants;
5. Essential application information for waiting list placement;
6. Updating;
7. Removal from the waiting list;
8. Making and rejecting offers; and

9. Reporting Requirements

SECTION 2. PRIORITIES

Housing assistance opportunities will be made available in accordance with MWTHD established priorities. The intent of priorities is to establish the order of selection from the waiting list. Waiting lists will be developed based on the following priorities.

A. Priorities

1. Priority 1: Enrolled members of the Mashpee Wampanoag Tribe as follows:
 - a. ALL Mashpee Wampanoag FAMILY means the head or heads of household and at least one child is enrolled members of the Mashpee Wampanoag Tribe. Mashpee Wampanoag couples are also included in the definition of all Mashpee Wampanoag family.
 - b. A Mashpee Wampanoag Family also means a family with a non-enrolled head or heads of household with custody or guardianship of one (1) or more enrolled Mashpee Wampanoag children.
2. Priority 2: Enrolled members of a Federally recognized tribe.

B. Requirements

1. A family admitted based on a qualifying Tribal member must retain the qualifying Tribal member as part of the household in order to ensure continued occupancy, except for circumstances described in Section 2.A.1.b. above.
2. A family admitted based on the qualifying head of household(s) cannot change the qualifying head of household later.

SECTION 3. PREFERENCES

The Board of Commissioners authorizes the Housing Director to establish priorities within program preferences to ensure consistency with specific program requirements or to correct inequities as determined by the Housing Director. For example, a homeownership program must establish priorities for creditworthiness, mortgage readiness, etc. Additionally, the MWTHD Housing Director will establish priorities based on occupancy standards, income targeting, and families who have never been assisted.

SECTION 4. OPENING AND CLOSING THE WAITING LIST

When any MWTHD's waiting list has so many Applicants that the average length of time an Applicant would have to wait for a unit offer is one (1) year or more, the Housing Director may close the list with written notice to the Board of Commissioners and public notice to the community.

SECTION 5. WAITING LIST ORGANIZATION

A. Program Waiting Lists

The MWTHD will maintain a separate waiting list for each program, although the Housing Director is authorized to establish additional sub-lists based on, but not limited to, site, preferences, income targeting, unit size, etc. A waiting list may not be maintained for certain housing assistance programs that are provided on a first come first served basis.

B. New Applicants

The MWTHD may accept applications only for waiting lists that are open. The MWTHD will maintain an electronic log that lists Applicants by rank and also indicates the date and time a completed application is received.

1. Application forms will be completed to the extent that all factors of eligibility are included and the MWTHD can make a determination on the apparent eligibility status of the Applicant.
2. Only Applicants who have completed a MWTHD application entirely, provided all the requested information, and been determined as an apparent eligible Applicant will be entered on the appropriate waiting list.
3. Applications received on the first of the month will be processed to the greatest extent feasible within a minimum of ninety (90) days and, if determined to be an apparent eligible Applicant, placed on the waiting list by the first of the month if received by the first of the preceding month. Applications determined to be acceptable and received after the first of the month will be placed on the waiting list by the first of the second month following the month in which the application is received.
4. Applications received from previously removed Applicants will be time and date stamped based on the most current date of application.
5. Applicants who have a debt to the MWTHD will not be placed on the waiting list until a payback or settlement agreement is established is retired. The date received will be either the date the debt is retired, and a completed application is received or after the date the debt is retired, and a completed application is received.

SECTION 6. ESSENTIAL APPLICATION INFORMATION FOR WAITING LIST PLACEMENT

The Housing Director may modify the waiting list information requirements based on program requirements and software requirements. Application forms will be completed to the extent that all factors of eligibility are included and the MWTHD can make a determination on the apparent eligibility status of the Applicant. Prior to being placed on the waiting list the following information must be submitted and analyzed:

1. Landlord References for the previous five (5) years.
2. Credit References from two (2) sources.

3. Official Mashpee Wampanoag ID for Mashpee Wampanoag members.
4. Personal documents including the following:
 - a. Two (2) personal references
 - b. One (1) non-family reference
 - c. Birth certificate
 - d. Driver's license or Official State ID
 - e. Social Security card
 - f. BIA Certificate of Blood for non-enrolled federally recognized tribal members
5. Waiting list automated record requirements:
 - a. Minimum information:
 - (1) Identifier number
 - (2) Name and address
 - (3) Family size
 - (4) Income
 - (5) Date/time of application
 - (6) Tribal affiliation
 - (7) Notification to update
 - (8) Recertification date
 - b. Optional information:
 - (1) Source of income
 - (2) Place of employment
 - (3) Length of employment
 - (4) Disabled
 - (5) Veteran
6. Factors of eligibility for placement on the waiting list.
 - a. Preferences
 - b. Priorities
 - c. Other eligibility consideration identified throughout this policy
 - d. Program specific requirements
 - e. Etc.

SECTION 7. MANAGING THE WAITING LIST

A. Updating the Waiting List

1. The Waiting List will be updated for significant changes or new applications to the greatest extent feasible on a monthly basis.
2. It is the sole responsibility of the Applicant to annually update their file, although the MWTHD may attempt to contact Applicants by phone or in writing to update their application. *Failure for* an Applicant to update annually will result in automatic removal from the Waiting List.
3. Applicants removed from the Waiting List will be placed in the inactive file.
4. Applicants removed from the Waiting List will be notified in writing of the removal due to failure to update.
5. Any efforts to notify the Applicant must be noted in writing.
6. Yearly updates by Applicants will be noted on the Waiting List by date of completed updated application.

B. Removal from the Waiting List:

1. Background Check results that are consistent with Part XI;
2. Applicants who during the preselection process have been determined to be ineligible will be removed until such time as the applicant submits a complete and satisfactory application.

C. Making and Rejecting Offers

1. Placement on the Waiting List does not guarantee selection. It indicates that at the time of application all factors of eligibility are included to make an initial determination on the apparent eligibility status of the Applicant. Once an offer is made the MWTHD will commence verification and certification process to determine satisfaction of all the requirements for final selection.
2. The MWTHD will preselect from the appropriate waiting list in descending order.
3. All preselection notices will be in the form of a formal letter.
4. Rejection of two (2) offers by an Applicant will result in removal from the waiting list.

D. Reporting Requirements

A copy of the most current waiting lists will be posted in a public area of the MWTHD office. If an Applicant requests in writing that their name and position on the waiting list to remain confidential the MWTHD staff will accommodate such a request.

PART XIII. APPLICANT FILES

A. Filing Requirements

All applications are filed as Active or Inactive. Files will be categorized by program type.

B. File Management

When an Applicant is placed on the Waiting List, the application and all the supporting documentation is maintained in the Active File. All Applicant files are organized by alphabetically.

C. Inactive File

Applicants who are determined to be ineligible for whatever reason are placed in the Inactive File, organized alphabetically. Inactive files will be set up in a database indicating the name, address, bedroom size, income, program type, date of application, and any other data as determined by the Housing Director.

D. File Retention

Files will be retained as follows:

1. All Inactive Files are retained for a minimum of three (3) years.
2. All active files are retained for at least three (3) years after move-out or the completion of any litigation.

E. Confidentiality

Information contained in MWTHD files is confidential. Only those with a need to know have the right to review the contents of client files.

- Staff is prohibited from discussing the contents of a client's file with anyone other than MWTHD staff unless an interagency release of information has been executed with the MWTHD and other agencies of the Mashpee Wampanoag Tribe.
- Board members are prohibited from view the contents of a client's file unless there is an

appeal requiring the Board's attention.

- Tribal officials must have a court order to access Applicant or occupant information unless the Applicant or occupant has signed consent to release the information to the requesting party.

PART XIV. ADJUSTED INCOME

SECTION 1. OVERVIEW

Once annual income has been established, MWTHD will subtract from annual income any of NAHASDA required deductions for which a family qualifies, regardless of the income definition used by MWTHD. Additional allowances as needed and stated in the MWTHD's Indian Housing Plan may be established by the MWTHD. This Part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Part XV.

A. NAHASDA Definition of Adjusted Gross Income

Adjusted gross income means the annual income that remains after excluding the following amounts:

(A) YOUTHS, STUDENTS, AND PERSONS WITH DISABILITIES- \$480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household)—

- (i) who is under 18 years of age; or
- (ii) who is—
 - (I) 18 years of age or older; and
 - (II) a person with disabilities or a full-time student.

(B) ELDERLY AND DISABLED FAMILIES- \$400 for an elderly or disabled family.

(C) MEDICAL AND ATTENDANT EXPENSES- The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of-

- (i) medical expenses, in the case of an elderly or disabled family; and
- (ii) reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.

(D) CHILD CARE EXPENSES- Child care expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.

(E) EARNED INCOME OF MINORS- The amount of any earned income of any member of the family who is less than 13 years of age.

(F) TRAVEL EXPENSES- Excessive travel expenses, not to exceed \$25 per family per week, for employment- or education-related travel.

B. Other Amounts

The Housing Director is authorized to establish other amounts that may be deducted from gross annual income to the extent that the deductions do not negatively affect positive cash flow, and they are cited in the MWTHD Indian Housing Plan.

SECTION 2. QUALIFYING FOR DEDUCTIONS

A. Anticipating Expenses

MWTHD will use the following to anticipate expenses:

- Current circumstances to anticipate expenses or
- If it is possible to estimate costs based on historic data and known future costs

B. Dependent Deduction

A deduction of \$480 is taken for each dependent, which is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents.

C. Elderly Or Disabled Family Deduction

A single deduction of \$400 is taken for any elderly or disabled family. An elderly family is a family whose head, spouse, cohead, or sole member is 62 years of age or older, and a disabled family is a family whose head, spouse, cohead, or sole member is a person with disabilities.

SECTION 3. CHILD CARE EXPENSE DEDUCTION

A. MWTHD Definition

Child care expenses are the 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 actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed.

B. Reasonable Expenses

The amount deducted shall reflect *reasonable and verifiable* charges.

C. Conditions

1. The child care must be necessary to permit employment or education;
2. The amount deducted shall not exceed the amount of employment income that is included in annual income;
3. The amount deducted cannot result in no house payment;
4. Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household.
5. Child care expenses for foster children that are living in the assisted family's household are included when determining the family's child care expenses.
6. If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being allowed by MWTHD.
7. If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The time spent in educational activities must be commensurate with the child care claimed.
8. If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.
9. When the child care expense being claimed is to enable a family member to work or obtain an education, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, the MWTHD generally will limit allowable child care expenses to the earned income of the lowest-paid member.

D. Eligible Child Care Expenses

1. For school-age children, costs attributable to public or private school activities during standard school hours are not eligible. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care to enable a household member to work or further

educational pursuits.

2. The costs of general housekeeping and personal services are not eligible.
3. Child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

SECTION 4. UNDERSTANDING MEDICAL & DISABILITY DEDUCTIONS

A. Medical Expense Deduction

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income. The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

B. MWTHD Meaning of Medical Expenses

MWTHD will use the most current IRS Publication 502 to determine the costs that qualify as medical expenses.

Summary of Allowable Medical Expenses from IRS Publication 502:

- Services of medical professions,
- Surgery and medical procedures that are necessary, legal and non-cosmetic
- Services of medical families
- Hospitalization, long-term care, and in-home nursing services
- Prescription and non-prescription medicines (non-prescription medicines must be prescribed by a licensed medical professional)
- Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails)
- Substance abuse treatment programs
- Psychiatric treatment
- Ambulance services and some costs of transportation related to medical expenses
- The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)
- Cost and continuing care of necessary service animals
- Medical insurance premiums or the cost of a health maintenance organization (HMO) that are out of pocket expenses

C. Families That Qualify for Both Medical and Disability Assistance Expenses

This policy applies only to families in which the head, spouse, or co-head is 62 or older or is a person with disabilities. When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the MWTHD will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

D. Disability Assistance Expenses Deduction

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they:

1. are necessary to enable a family member 18 years or older to work,
2. are not paid to a family member or reimbursed by an outside source,
3. in combination with any medical expenses, exceed three percent of annual income, and do not exceed the earned income received by the family member who is enabled to work.

E. Limitations on Disability Assistance Expense Deduction

1. A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work.
2. The disability expense deduction is capped by the amount of "earned income received by family members who are 18 years of age or older and who are able to work" because of the expense.
3. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

F. Eligible Disability Expenses

1. Examples of auxiliary apparatus include but are not limited to the following: wheelchairs, walkers, scooters, reading devices for persons with visual disabilities, equipment added to cars and vans to permit their use by the family member
2. Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

G. Eligible Attendant Care

1. Attendant care specifically for enabling a family member to work includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.
2. Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

H. Necessary and Reasonable Expenses

1. No disability expenses may be deducted for payments to a member of a tenant family. However, expenses paid to a relative who is not a member of the tenant family may be deducted if they are not reimbursed by an outside source.
2. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

PART XV. VERIFICATION

SECTION 1. OVERVIEW

A. Verification Requirements

Before the selection process can occur, MWTHD staff is required to verify information relating to income, assets, eligibility, deductions from income, and preferences, and priorities. The MWTHD must deny admission to the program if any member of the applicant family who fails to sign and submit consent forms that allow the MWTHD to obtain information that the MWTHD has determined is necessary.

B. Verification Data

Verification data are to be reviewed and evaluated as they are received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made, carried through to conclusion, and documented.

C. Verification Time Frame

In order to avoid the time and expense involved in verifying and evaluating Applicants, the following is adopted:

1. Verification of anticipated household annual gross income must be completed prior to determining income eligibility and placement on the waiting list.
2. Full verification and or assessment of all eligibility factors will be completed when a family is pre-selected.
3. Verifications are only good for 90 days and must be recertified thirty (30) days prior to occupancy.

SECTION 2. VERIFICATION FORMS

A. Consent to Release Information

1. To obtain verifications, the MWTHD must obtain a release of information from the family member about whom information is being requested. Consent forms must be signed by:
 - The head of household (regardless of age)
 - The spouse or co-head of household (regardless of age)
 - Any other occupant who is 18 years old or older
2. Applicants must sign three copies of each verification form. The MWTHD staff will use the following verification forms when applicable:
 - Federal Consent to Release Information
 - Verification of Employment
 - Verification of Income
 - IRS Form 4506t
 - Verification of Trust Income
 - Verification of Savings
 - Verification of Pension
 - Landlord Verification
 - Bank Verification
 - Zero Income Verification
 - Any other verification form as determined by MWTHD staff

B. Refusal to Sign

If the applicant or tenant, or any adult member of the applicant's or tenant's family does not sign and submit the consent form or verification forms as required, denial of assistance will be exercised.

SECTION 3. TYPES OF VERIFICATION

To assure that the data upon which a determination of eligibility is to be based are full, true, and complete, the information submitted by each tenant is to be verified before any action or change can take effect. Complete and accurate verification records are to be maintained in the tenant's folder. There are three types of verifications that staff can use; however, staff must make at least three attempts to use third-party verification. If third-party verification is unsuccessful, the applicant/tenant file should be documented describing the efforts and result. All three methods are explained below.

A. Third Party Verification

1. Verification must come directly from the income or information source.
2. The MWT HD Staff must document at least two efforts made to obtain third party verification.
3. The agencies listed below may be used to obtain third party verification.
 - a. BIA tribal enrollment
 - b. BIA credit and trust income;
 - c. IRS 4506T for income verification;
 - d. Federal matching programs for social security, income, public assistance,
 - e. Social Services/TANF *for income*;
 - f. Employer(s);
 - g. Financial Institutions;
 - h. Etc.
4. Oral third-party verification may be used if repeated efforts to obtain written third party verifications are not successful. MWT HD staff would use the employment verification form as an interview guide, note the name and title of the person interviewed, and sign and date the form.

B. Exceptions to Third Party Verification

1. At least two documented attempts to obtain third party verification without success.
2. The income source does not have the capability to provide written or oral third party verification.
3. Assets and Expenses
4. The asset or expense to be verified is an insignificant amount, thus it is not cost effective or reasonable to obtain third party *verification*

C. Second Party Verification

Second-Party Verification is an attempt to verify information that places some distance between the Applicant and the source of verification. It is used when documented third-party verification efforts are unsuccessful.

1. Benefit checks or award letters, such as social security or disability award statements;
2. IRS tax forms, including Form 1099, Form 1040, etc.
3. W-2 forms;
4. Paycheck stubs (at least three month's worth);
5. Child support payment canceled checks and/or award letters

D. First-Party Verification

First-Party Verification is the least reliable method for verifying household information. Staff will use documents submitted by the applicant when:

1. Information does not require third-party verification, e.g., birth certificates and Social Security cards.
2. Third-party verification is impossible or delayed for a considerable period of time.
3. Staff may accept an applicant's notarized statement or signed affidavit if:
 - a. Such certifications are authorized, e.g., alien certification or asset disposal.
 - b. Other preferred methods can't be obtained.
 - c. Where family income is derived solely from cash transactions or through barter.
 - d. To document lack of any income.

E. File Documentation

A copy of these documents should be kept in the applicant's file (later to be resident's file). The resident file must include a memorandum issued by the appropriate housing staff when third-party verification is not available.

SECTION 4. VERIFICATION OF ANNUAL GROSS INCOME

Verification of *anticipated household annual gross income* is the basis for a determination income eligibility. Various types of income to be verified include:

A. Earned Income.

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

B. Existing (3 or more years) Business & Self Employment Income

Business owners and self-employed persons who have been in business for at least three years will be required to provide:

1. An audited financial statement for the previous fiscal year if an audit was conducted.
2. If an audit was not conducted, a statement of income and expenses must be submitted, and the business owner or self-employed person must certify to its accuracy.
3. All schedules completed for filing federal and local taxes for the preceding three years.
4. Staff will use the client's tax return to verify income and business expenses unless they are questionable or there has been a significant change that is inconsistent with the regular fluctuations of business.
5. The MWTHD will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.
6. At any reexamination the MWTHD may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

C. Business & Self-Employed Less than 3 Years

1. If a family member has been self-employed less than three (3) months, the MWTHD will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months.

2. If the family member has been self-employed for three (3) to twelve (12) months the MWTHD will require the family to provide documentation of income and expenses for this period and use that information to project income.

D. Self-Employed Verification Using Business Records

1. Business records will be used to verify self-employment income when the following circumstances exist:
 - a. Tax return has not been filed, or
 - b. Tax return is questionable
2. Staff will use any or all of the following to verify self-employment income:
 - Copies of daily, weekly, or monthly ledgers.
 - Invoices.
 - Itemized receipts.
 - Purchase orders.
 - Copies of customer receipts.
 - Transportation logs.
 - Cancelled checks.
 - Copy of business checking account statement.
 - Statements from the client's customers.

E. Periodic Payments and Payments in Lieu of Earnings

This includes Social Security/SSI Benefits, alimony and child support:

1. To verify the SS/SSI benefits of applicants, the MWTHD will request a current (dated within the last 60 days) SSA benefit verification letter from each family member who receives social security benefits. If a family member is unable to provide the document, the MWTHD will help the applicant request a benefit verification letter from SSA's Web site at www.socialsecurity.gov or ask the family to request one by calling SSA. Once the family has received the original benefit verification letter, it will be required to provide the letter to the MWTHD.
2. To verify the SS/SSI benefits of residents, the MWTHD will request a current SSA benefit verification letter from each household member that receives social security benefits. If a family member is unable to provide the document, the MWTHD will help the resident request a benefit verification letter from SSA's Web site at www.socialsecurity.gov or ask the family to request one by calling SSA.

F. Alimony and Child Support

Verification for alimony and child support differs depending on how the family reports payments.

- a. When the family declares that it receives regular payments.
 - 1) Third-party verification form from the state or local child support enforcement agency
 - 2) Third-party verification form from the person paying the support
 - 3) Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received
- b. If the family declares that it receives irregular or no payments, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:
 - 1) A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts.
 - 2) If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts.

SECTION 5. VERIFICATION OF FAMILY RELATIONSHIPS

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Guidance is provided below for the following circumstances:

1. **Marriage.** Certification by the head of household is normally sufficient verification. If the MWTHD has reasonable doubts about a marital relationship, the MWTHD will require the family to document the marriage. A marriage certificate generally is required to verify that a couple is married.
2. **Separation or Divorce.** Certification by the head of household is normally sufficient verification. If the MWTHD has reasonable doubts about a separation or divorce, the MWTHD will require the family to document the divorce, or separation. A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced. A copy of a court-ordered maintenance or other court record is required to document a separation. If no court document is available, documentation from a tribal community-based agency will be accepted.
3. **Absence of Adult Member.** If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).
4. **Foster Children and Foster Adults.** Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

SECTION 6. VERIFICATION OF CHILD CARE ALLOWANCES

A. Information Required

The family must identify the family member(s) enabled to pursue an activity such as seeking work, pursuing an education, or being gainfully employed.

1. The child is eligible for care.
2. The costs claimed are not reimbursed.
3. The costs enable a family member to pursue an eligible activity.
4. The costs are for an allowable type of child care.
5. The costs are reasonable.

B. Documentation

1. Signed certification from the Participant and the Provider that:
 - a. the expenses are not reimbursed from another resource,
 - b. the amount paid and received, and
 - c. schedule.
2. A schedule for the eligible activity and the child care schedule.
3. Employment, job search record, or school enrollment documentation.
4. Documentation that the costs are reasonable.

SECTION 7. VERIFICATION OF TRAVEL EXPENSES

Families requesting an allowance for travel to work must document that they are travelling in excess of 20 miles daily. The following represents, but is not limited to, information the MWTTHD may require:

1. Mileage log
2. Google Map - home to work
3. Work Verification
4. Vehicle Registration

SECTION 8. VERIFICATION OF STUDENT STATUS

The MWTHD requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

1. The family claims full-time student status for an adult other than the head, spouse, or cohead, or
2. The family claims a child care deduction to enable a family member to further his or her education.

SECTION 9. VERIFICATION AND DOCUMENTATION OF DISABILITY

The MWTHD will verify the existence of a disability in order to allow certain income disallowances and deductions from income.

A. Inquiries

The MWTHD may make the following inquiries, provided it makes them of all applicants, whether or not they are persons with disabilities:

1. Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
2. Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
3. Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
4. Inquiry about whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
5. Inquiry about whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

B. Family Members Receiving SSA Disability Benefits

For family members claiming disability who receive disability payments from the SSA, the MWTHD will attempt to obtain information about disability benefits through third party resource or the MWTHD will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status.

C. Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets the definition of disability.

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability.

SECTION 10. VERIFICATION OF MEETING FINANCIAL OBLIGATIONS

MWTHD staff will use various sources to document an Applicant's timeliness in meeting financial obligations.

A. Documentation

Sufficient documentation of timely payments is as follows:

1. Staff will use Landlord Verification to document timely rental payments.
2. Staff will use Utility Suppliers Verification to document past performance in meeting financial obligations.

B. Insufficient Landlord References

If the applicant has no landlord reference (e.g. because of living with friends or family or in an institution or shelter) or if the landlord reference is ambiguous, staff will use the following as an alternative method:

1. Credit check;
2. Check court records for evidence of evictions or judgments against the applicant.

C. Non-traditional Credit

In the absence of traditional credit or credible landlord references with respect to past performance meeting financial obligations, the following non-traditional resources may be used.

1. A personal loan from someone other than a relative
2. Utility company
3. Cell phone company

D. Guidance

Staff will use the "Verification of Ability to Comply with Lease Terms" Form.

SECTION 11. VERIFICATION OF NON-LOW-INCOME NEED

Staff must determine and document that a non low-income family has a housing need that cannot be met without IHBG assistance. ONAP Program Guidance will be used by staff as a guide to determine the current housing and collect supporting documentation verifying the need.

PART XVI. SELECTION PROCESS

SECTION 1. OVERVIEW

The MWTHD will use a lottery system, point system (waiting list), and a first-come first-serve system depending on the program. The selection process is identified by program below:

PROGRAMS	FIRST-COME, FIRST-SERVE	LOTTERY	POINTS
Home Rehabilitation Assistance		X	X
Rental Subsidy		X	X
Rental Assistance/Emergency Home Repair	X		
Down Payment & Closing Cost Assistance	X		
Eviction & Foreclosure Prevention	X		
Low-Rent Housing Development			X

SECTION 2. PRE-SELECTION- LOTTERY SYSTEM

A. Pre-Selection Factors

Pre-selection of Applicants shall consider the following factors:

1. Specific program requirements;
2. Priorities and preferences;
3. Income targeting;
4. Occupancy standards

B. Pre-Selection Process.

1. Waiting List applicants will be pooled according to the WMTH's priorities and preferences.
2. A lottery drawing will be made preselecting the applicants. The MWTHD staff will notify the applicant of their preselection and instruct them to update all their information.
3. Staff will verify all information for a final determination.
4. Staff will notify applicant of the final determination.

SECTION 3. PRE-SELECTION - FIRST-COME, FIRST-SERVED

Applicants who have submitted a complete application will be considered by date of application to be verified. If funds are available and the Applicant is determined to be qualified, the Applicant will be notified in writing of the staff's determination.

SECTION 4. PRE-SELECTION – POINTS

A. Pre-Selection Factors

Pre-selection of Applicants shall consider the following factors:

1. Specific program requirements
2. Priorities and preferences;
3. Income targeting;
4. Occupancy standards

B. Pre-Selection Process.

1. Waiting List applicants will be pre-selected according to the MWTHD's priorities and preferences.
2. The MWTHD staff will notify the applicant of their preselection and instruct them to update all their information.
3. Staff will verify all information for a final determination.
4. Staff will notify applicant of the determination.

SECTION 5. MIXED INCOME CONSIDERATIONS

A. Income Targeting

In selecting Low-Rent Participants, the MWTHD will endeavor to adhere to the established rent ranges in a manner so as to obtain a Participant mix to ensure the following:

1. Cash flow to meet operating expenses of the MWTHD;
2. A Participant mix which reflects the broad ranges of incomes of those very-low, low-income, and moderate-income families in all the areas managed by the MWTHD.

B. Moderate-Income Requirements

Any selection of moderate-income families is subject to the requirements of this Policy.

SECTION 6. SELECTION RESULTS

A. Final Selection Process

Selection of an applicant will be determined upon the following:

1. Verification results of a complete, updated application (results must be satisfactory and within MWTHD time frame requirements.
2. Meeting program eligibility and preference requirements
3. Receipt of letter from MWTHD stating determination of final selection.

B. Rejection of Offers

Rejection of one (1) offer by an Applicant will result in removal from the waiting list for six (6) months.

PART XVII. OCCUPANCY

SECTION 1. AUTHORIZED OCCUPANTS

A. Authorized Occupants

Only the persons listed on the Lease Agreement will be permitted to occupy the unit. The MWTHD must be notified within thirty (30) days when changes to the household occur. Occupancy by any persons is subject to the eligibility requirements of the relevant MWTHD Program. Eligibility must be certified prior to any additional persons taking occupancy.

B. Exclusive Use

The premises are intended for the exclusive use and occupancy of those on the Admissions and Occupancy Agreement. A condition for selection is that the family agrees to use the home as their principal residence during the term of the lease agreement or for at least twelve (12) months of the year.

SECTION 2. VISITORS

A. Visiting Relatives

The Mashpee Wampanoag Tribe cherishes their families and community members. It is tradition to honor our families and friends. Preservation of the home for future generations

continues to be an integral part of Mashpee Wampanoag tradition. Through this policy, the MWTTHD's homes will be preserved and free from over crowdedness.

B. Visitation Requirements

The following visitation policies are adopted by the Board of Commissioners.

1. **"Visiting Relative"** is a person who is not listed as an occupant in the Agreement and is in the home with the Participant's consent.
2. Visitors of the Participant may be accommodated no longer than a period of two (2) weeks. If any visit will extend beyond two (2) weeks, the Participant must notify the MWTTHD, stating the reasons for the extended visit and the duration of the visit. Based on the circumstances, the MWTTHD staff will determine if there is an occupancy change warranting an application and an interim recertification, including a criminal background check and income level verification.
3. The number of Visiting Relatives or visitors may not exceed the occupancy standards.
4. Only a member of the Participant family listed in the Lease Agreement may receive mail at Participant's address.
5. When needed, a Participant shall request in writing MWTTHD's approval for a live-in aide. A medical doctor shall verify in writing a Participant family's need for a live-in aide and the amount of time the live-in aide is required. A live-in aide must meet all Participant selection criteria as outlined in the MWTTHD Admissions and Occupancy Policy and comply with the appropriate Lease Agreement.

SECTION 3. UNAUTHORIZED OCCUPANTS

The MWTTHD will consider unauthorized occupants to be trespassers. The Participant family in tenancy who allows an unauthorized occupant to reside in their unit is not in compliance with the lease and is subject to termination of tenancy. Some examples of unauthorized occupants include:

1. A former resident of the MWTTHD who has been evicted from a MWTTHD development;
2. Persons that have joined the household without undergoing screening;
3. Persons that stay in the unit beyond an authorized period; and
4. A person (often a relative) that came to the unit as an extended visitor because the person needed support, for example, after a medical procedure but stayed on in the unit beyond the MWTTHD's time restriction.

SECTION 4. OCCUPANCY STANDARDS

In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule. The MWT HD Housing Director may make exceptions due to unusual circumstances which will be assessed on a case by case basis. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc. Dwellings will be assigned so as not to require use of the living room for sleeping purposes.

Number of Bedrooms	Number of Persons
1	1-2
2	1-3
3	3-6
4	5-6
5	7 & up

PART XVIII. STANDARDS OF CONDUCT

SECTION 1. PEACEFUL ENJOYMENT

Participants shall respect the peaceful enjoyment of the community and see that their guest does the same. It is the responsibility of the Participant to keep their children under control at all times. Neither Participant, their children, Visiting Relatives (CUZ) nor any other person staying or visiting the Participant shall cause unreasonably loud or disturbing noise, especially between the hours of 10 p.m. to 8 a.m.

SECTION 2. SAFE ENVIRONMENT

It is the responsibility of the Recipient and the Participant to maintain a safe environment.

SECTION 3. RESPONSIBILITY FOR GUEST

Participants are responsible for the action of occupants of their home, as well as Visiting Relatives (CUZ) and invitees.

SECTION 4. MANNER OF CONDUCT

Participants shall conduct themselves and cause other persons who are on the premises with their consent to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition. The excessive use of alcohol, partying, fighting, quarreling, violent behavior/assaultive and any other action or activities that interfere with or disturb the health, safety, or right to peaceful enjoyment of the premises by other

Participants is prohibited.

Participants shall refrain from and require the household and Visiting Relatives (CUZ) to refrain from destroying, defacing, damaging, or removing any part of the home or grounds.

PART XIX. CALCULATING LOW-INCOME ASSISTANCE

SECTION 1. OVERVIEW

A. Steps in Calculating Housing Assistance

The calculation of housing assistance must follow the following steps:

1. Calculate anticipated gross annual income as discussed in Part IX.
2. Subtract permitted allowances/deductions. Divide by 12 months. See Section XIV
3. Multiply by percentage of income being charged by program percentage.

B. Review of Allowances/Deductions

Part XIV details the various types of deductions required statutorily or by the Indian Housing Plan. Staff will apply those deductions that are applicable to the Applicant.

SECTION 2. MWT HD LOW-RENT PROGRAM PAYMENTS

A. Rent Basis

1. Calculate projected annual gross income.
2. Rent Calculation will be based on 30% of adjusted gross income of the household.
3. Gross Annual income will be adjusted by the standard NAHASDA deductions as outlined in this Policy.

B. Ceiling Rents for Low-Income Rentals

Fair market rents for the area as published by HUD annually will be used by the MWT HD as the ceiling rents for low-rent units.

SECTION 3. MWT HD RENT PROGRAM PAYMENTS FOR LOW-INCOME SENIORS

1. Calculate projected annual gross income.
2. Rent will be based on 15% of adjusted gross income of the household.

3. Gross Annual income will be adjusted by the standard NAHASDA deductions as outlined in this Policy.

PART XX. CALCULATING ASSISTANCE FOR NON-LOW-INCOME FAMILIES

MWTHD will provide NAHASDA assistance to moderate-income families who have a verifiable housing need that cannot be met without IHBG assistance; however, a non-low-income Indian family will not receive the same dollar benefits provided to a low-income Indian family.

SECTION 1. INITIAL OCCUPANCY RENT PAYMENTS FOR NON-LOW- INCOME FAMILIES

A. Calculation

1. Gross Annual income will be adjusted by the NAHASDA deductions outlined in this Policy.

B. Conditions

At the time of initial occupancy and for continued occupancy, moderate-income families must have a need that cannot be reasonably be met without IHBG assistance; otherwise, they will be ineligible.

C. Amount of Rental Assistance at Initial Occupancy

The rent payment or homebuyer payment to be paid by a non-low-income family cannot be less than:

(Income of non-low-income family at 80% of median income X rental or homebuyer payment of the family at 80 percent of median income, but need not exceed the fair market rent or value of the unit.

D. Amount of Down Payment Assistance

Other assistance, including down payment assistance, to non-low-income families, cannot exceed: (Income of family at 80 percent of median income X Income of non-low-income family) X (Present value of the assistance provided to family at 80 percent of median income).

E. Amount of Rent for Continued Occupancy

Families who were initially low-income in the MWTHD Rental Program but are now determined to be non low-income are not considered non low-income (or over-income) in

accordance with Paragraph C above.

PART XXI. OTHER CHARGES

SECTION 1. OVERVIEW

A. Payment Due Dates

All payments are due on the first day of each month but will be consider on time if received no later than the fifth of the month by close of business.

B. Charges

Any charges to Participants will be billed by the MWT HD to the Participants as additional rent.

C. Temporary Absence Precautions

Charges incurred for boarding up units due to temporary absences will be charged to the tenant.

D. Tenant Damage

Charges for tenant damage will be charged to the tenant.

E. Late Payments

If the required rental payment is not received by the close of business (4:00pm) on the 5th day of the month, A \$25 late fee will be added to the amount due with exceptions to agreements or payroll deduct with other Tribal Programs. This does not include Payroll Deducted rent payments that are submitted to the MWT HD late. Efforts to collect continued delinquencies will be in accordance with the Collection and Eviction Section of this Policy, which includes, but is not limited to the following:

- 1 . **Application of Payments:** Payments made as rent will be applied at MWT HD discretion to any outstanding balances which may include rent, or any other balances owed.
- 2 . **Partial Payments Conditions:** The MWT HD retains the right to accept partial payments after a delinquency notice or termination notice has been issued. MWT HD's acceptance of any such partial payments does not constitute a waiver of MWT HD's rights under any such notice.

F. Collections

Cost incurred by the MWTHD will be charged to the Participant.

G. Returned Checks

A minimum of \$35 will be charged for checks returned for non-sufficient funds or account closed.

H. Work Order Charges

Any charges to the Participant for tenant damage, improvements, key replacement, unlocking premises, vehicle towing, trash removal, etc. will be billed to the Participant as a work order charge for labor and materials and billed as additional rent.

SECTION 2. SECURITY, DAMAGE AND CLEANING DEPOSIT

A. Condition of Premises

Participants in the MWTHD Program must stipulate that they have examined the premises, including the grounds, buildings, improvements and appliances (if any), and that they are, at the time of move-in, in good order, good repair, safe, clean and in good condition, and Participant accepts the same as is and with all faults. A Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning of tenancy and a Move-Out Inspection form will be used at the termination of tenancy.

B. Fee Policy

Participants are required to provide a deposit of Five Hundred Dollars (\$500.00) refundable cleaning fee. The deposit is to be paid in full prior to move-in. MWTHD staff is authorized to make alternative arrangements for payment of the deposit for low-rent, but payment cannot exceed six (6) months from the date of move-in.

C. Deposit Refunds

Refund of the cleaning fee is subject to the following terms and conditions:

At the expiration of the term of the Lease Agreement or other termination, except for a termination by the Participant's exercise of the option to purchase, there is no damage to the property beyond ordinary wear and tear, no parts or household fixtures require replacement, and the property is in the same condition of cleanliness:

1. The Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning and termination of the tenancy;

2. There are no unpaid late charges, delinquent rents, or any other unpaid charges;
3. All keys are returned (Rental charges will continue until all keys are returned or a written, signed letter from the lessee(s) stating that the keys are lost is received at the MWTHD office.);
4. All debris, rubbish and discards are placed in off proper disposal containers located off premises;
5. Repair of damage that is not a result of normal wear and tear.
6. Forwarding address is left with MWTHD;
7. The deposit or remainder thereof, if any, after any required cleaning and repair, key replacement, etc., will be refunded within ninety (90) days, to the greatest extent feasible, by check made payable to each person signing the Lease Agreement as the lessee(s), and mailed to the forwarding address.

PART XXII. LEASING

SECTION 1. GENERAL AGREEMENT REQUIREMENTS

Renting MWTHD dwelling units will be governed by a lease or rental agreement that:

1. Does not contain unreasonable terms and conditions; and
2. Requires the MWTHD and Participants to maintain the housing in compliance with MWTHD housing standards;
3. Provides written notice of termination of the lease;
4. Identifies Lessor and Lessee rights and responsibilities;
5. Provides Participants due process requiring that Participants shall be informed of the opportunity, prior to any hearing or trial, to examine any relevant documents, records, or regulations directly related to eviction or termination;
6. Explains grounds for termination

A. Bilateral Agreement

The MWTHD lease is a legal contract between the MWTHD and a Participant establishing the rights and obligations of the MWTHD and the Participants. Any amendments to the Agreement must be signed by both parties.

B. Requirements

1. The lease must be executed by the MWTHD Housing Director and all adult members (18 years or older) of the Participant family.
2. Before the family executes the lease, the MWTHD Staff should review the terms of the lease with the resident and answer any questions new residents may have before its execution. Staff should be sensitive to any special communications needs of new residents with disabilities and/or limited English proficiency.
3. All the adult members of the household should be present during the review of the lease.
4. The original ratified contract will be placed in the client's file. A copy of the signed lease should be provided to the resident and a second copy should be maintained in the resident's file. The lease should be signed after the dwelling unit has been inspected and documented to be in safe, decent, and sanitary condition.
5. When an Applicant accepts a unit, the MWTHD conducts a pre-occupancy or move-in inspection with the resident. The MWTHD must provide the resident with a written statement or form noting the conditions of the dwelling unit and the equipment or appliances provided with the unit.
6. The lease must reflect the method of determining payment.
7. Conditions governing occupancy must be included in the lease.

SECTION 2. UTILITIES

A. Participant Responsibility

The Participant shall be responsible for arranging and paying for all electric and propane utility services required on the premises. Promptly upon execution of the Lease Agreement, the Participant shall furnish to the MWTHD evidence that all arrangements with the proper utility companies for commencing services in the Participant's name have been completed.

B. Water & Solid Waste Removal

1. Water will be provided by the MWTHD.
2. Each Participant is required to provide their garbage cans for solid waste storage and removal. These cans are to be in a form acceptable to the local trash collection agency. The Participant is responsible to place the can at the curbside for pick up. Solid waste disposal will be provided by the MWTHD.

C. Access to Utilities

Each Participant shall be responsible for ensuring that there be no obstructions to access any water meter, water shut off valve, sewer clean-out, electrical/telephone/cable TV pedestal which may be located on the leased premises.

D. Non-compliance

Failure on the part of the Participant to provide all necessary utility services, including payment for utilities or deposits for utility services, during any part of the term of this Lease Agreement is grounds for immediate termination of the Lease Agreement. Participants will have three (3) business days to provide evidence to the MWTHD that any or all of the services have been fully restored. Failure to comply will initiate a notice to Quit or termination.

SECTION 3. EXECUTION

A. Execution of Dwelling Lease

The adult member(s) of each family accepted as a Participant is required to execute the dwelling lease. A copy of the dwelling lease is to be given to the lessee and the original is to be filed in the permanent record folder established for the family.

B. Signor of Dwelling Lease No Longer Living in Dwelling Unit

If, through any cause, a signor of the dwelling lease ceases to be a member of the Participant family, the dwelling lease is to be voided and a new dwelling lease executed and signed by the remaining adult member(s) of the Family provided that the remaining adult member(s) is eligible for continued occupancy. This new signor must be in good, standing with the MWTHD. The new dwelling lease shall be dependent on income and' occupancy standards and may require re-applying and being placed on the waiting list.

C. Authorized Signer for the MWTHD

The Housing Director must sign all contracts and amendments.

PART XXIII. MOVE-IN PROCESS

A. Move-In Inspection

A Move-In Inspection will be conducted by the MWTHD staff with the Participant prior to signing the Agreement and before the Participant takes occupancy.

B. Purpose

The pre-occupancy Move-In Inspection is performed to document the condition of the unit at the time of move-in, to verify the unit is in standard condition, to assure that it is ready for occupancy, and to note any needed repairs or deficiencies. The Move-In Inspection provides the information that is used to compare to the information gathered during the Move-Out Inspection process. A comparison of inspection forms provide the basis for determining whether or not the unit is in the same condition as it was when it was first rented.

C. Defects Discovered

Any defects discovered during the move-in inspection should be corrected within thirty (30) days of move-in. Applicants have the right to refuse a unit with serious defects as a good cause refusal without losing their position on the waiting list.

D. Execute Lease

Once the pre-occupancy inspection is completed, the MWTHD and the new Participant sign the inspection form and a copy is placed in the Participant's file. The move-in inspection and the Participant's signature on the inspection form must be completed prior to executing the lease.

E. Photos

MWTHD staff will take photographs of units at move-in to provide further documentation of the unit's condition.

F. Documentation Requirements

A MWTHD Move-In Inspection Form must be used to document the move-in process. The Participant must sign and date the Move-In Inspection Form to verify the Participant's acceptance of occupancy and the condition of the premises. The MWTHD Staff must also sign the Move-In Inspection form. Minor deficiencies that are readily repairable must be noted and a work order request issued to make the repairs at the MWTHD expense. Any major deficiency must be corrected before occupancy can be permitted.

G. Punch List Items

Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs. The Participant is not responsible for any charges related to the repair of noted punch list items. Any major deficiency must be corrected before occupancy can be permitted.

H. Warranty Period

The MWTHD has a one-year warranty period for items which have been replaced or repaired by the MWTHD maintenance staff. The one-year warranty period commences on the date of acceptance of the repair work. Participants occupying rental units are not responsible for the costs associated with repairing warranty items, unless the need for the repair is a result of Participant damage or neglect. Participant responsibility for maintenance in homeownership opportunity programs can be found in the specific program policy or in the applicable agreement.

I. Warranty Information

Copies of suppliers' names and addresses and other relevant information for which there are warranty certificates (i.e., warranty certificates cover specific time periods or specific parts of an item) are to be provided to the Participants of homeownership opportunity programs if applicable. The MWTHD maintenance staff is to maintain this information in the unit file for all Participants until a Participant terminates or purchases the unit.

PART XXIV. MAINTENANCE AND REPAIR

A. Use of the Home

1. The Participant and the MWTHD are jointly responsible to the Tribe and future generations for ensuring that homes are used properly and well maintained.
2. It is the responsibility of each Participant to take pride in their home by keeping it and the grounds in a decent, safe and sanitary condition at all times.

B. Participant Responsibility

The MWTHD is responsible for providing maintenance for all rental units resulting from normal wear and tear. Low-Rent Participants are responsible for any Tenant damage or neglect, including damage resulting from failure to report maintenance problems or from poor housekeeping practices.

C. Notification

Low-rent Participants shall notify the MWTHD promptly of all known need for repairs and of any known unsafe conditions on the premises or grounds, which may either lead to damage or injury. The MWTHD staff can assist all Participants through inspection and counseling; however, the MWTHD maintenance staff will take charge of all repair work low-rent homes. Any non-covered repairs made by the MWTHD are to be charged directly to the Participant as additional rent.

D. Low Rent Participants Corrective Action

Although the MWTHD is responsible for low-rent Participants' units, failure of Low-Rent Participants to meet the maintenance standards described in the Low-Rent Lease Agreement or in these policies constitutes a breach of the Agreement and is grounds for termination. Any corrective action plan for a low rent participant will comply with provide for the following:

1. Maintenance/Housekeeping work to be done;
2. Time within which the work is to be completed by the MWTHD maintenance staff for all rentals;
3. Subsequent follow-up inspection to be performed to check completion and quality of work.

E. Health and Safety Conditions

If the condition of the property creates a threat to the life, health or safety of the occupants or a situation which will lead to damage of the unit, and the Participant fails to correct the deficiency in an expeditious manner or in a time period specified by the MWTHD, the MWTHD shall have the work done, and charge the cost thereof to the Participant as additional rent.

F. Work Order

Any work performed by the MWTHD shall be documented by a work order or equivalent process stating the nature of and the charge, if any, for the work.

G. Charges

The Participant will be charged for any non-covered work performed by the MWTHD.

H. Insurance

MWTHD is responsible for carrying insurance on the structure of all property owned by the MWTHD. Participants are responsible for payment of the deductible for damage that is the result of tenant neglect. If the damage is due to tenant neglect, the MWTHD Housing Director will make the determination to charge or not to charge a Participant for the difference between the amount the insurance company covers and the total cost to repair or replace a unit.

I. Contents Insurance

The MWTHD does not provide contents insurance and will not be liable for damages to Participants' contents. All Participants will be counseled about the importance of content insurance.

PART XXV. INSPECTION

A. Purpose.

MWTHD shall inspect all Low Rent homes at reasonable times with reasonable notice to verify that the maintenance and housekeeping of the home is consistent with, but not limited to, the standards identified in SECTION 21 of this policy or that the Participant is in compliance with program requirements and the provisions of this policy. MWTHD will promptly provide a follow-up notification to the Participant in writing of the date, time and findings of such entry and any corrective action plan.

B. Right of Access

Although access may be made without notice, generally a letter must be sent to the Participant indicating the date and time that the MWTHD requires access to the unit. MWTHD staff will provide a minimum 24-hour notice by posting on Participant unit door and/or by mail. Situations in which MWTHD staff may enter the premises without the Participant present or without notice are as follows:

1. Emergency and urgent situations may necessitate entry without permission of or notice to the Participant. However, the access without notice will be documented and a letter of such entry and the findings will be sent to the Participant soon after the inspection.
2. Although a notice has been sent indicating the date and time for the inspection, the Participant is not present and didn't notify the MWTHD staff of an alternate time. The MWTHD staff will enter the premises to complete the inspection on the date and time previously submitted to the Participant. MWTHD will promptly provide a follow-up notification to the Participant in writing of the date, time and findings of such entry and any corrective action plan.

C. Applicability

All program Participants are subject to the Inspection requirements.

D. Frequency

Inspections will be conducted at least annually to ensure that the Participant is meeting their responsibility for providing routine and non-routine maintenance.

1. New Participants
 - a. Schedule monthly inspections for at least the next three (3) months and will meet the mandatory attendance at the maintenance counseling class, known as the Better Renter's Series.
 - b. Upon a satisfactory determination that the Participant is meeting his maintenance obligations, schedule inspections every three (3) months.
 - c. Upon a satisfactory determination that the Participant is meeting his maintenance

obligations, schedule inspections every six (6) months.

- d. Upon a satisfactory determination that the Participant is meeting his maintenance obligations, schedule inspections every year.

2. Existing Participants

- a. Schedule a regular inspection at least annually. Upon a satisfactory determination that the Participant is meeting his maintenance obligations and is in compliance with the terms of the lease, schedule the next inspection for next year.
- b. Upon a dissatisfactory determination, apply appropriate level of scheduled inspections to ensure that corrected action has been taken. Depending on the severity, the MWTHD will prescribe a schedule accordingly.
- c. Upon a serious finding of non-compliance, terminate or follow procedure for new Participants.

E. Corrective Action

Non-compliance issues may warrant immediate termination of assistance and a notice to vacate. For rental units, any item that is found to be missing or in need of repair- whether intentional or unintentional, is to be repaired or replaced by the MWTHD maintenance staff. In the case of Mutual Help homes, homebuyers will be given the opportunity to correct the deficiency within a specified time frame or to have the MWTHD maintenance staff make the repair and be billed the cost thereof. Generally, the following procedures will be followed for correcting housekeeping or Participant damage issues:

1. A letter will be sent to the Participant in a MWTHD rental indicating the corrective action the Participant needs to make within a set time frame. The Participant will also be notified that the MWTHD will make the repair and charge the Participant directly.
2. In the case of rental units, the MWTHD notifies the Participant of the date and time the maintenance crew will make the repair and the estimated costs.
3. A work order is issued for all repair work scheduled, indicating the labor and materials to be charged to the Participant.
4. Inspections of the unit are then scheduled in accordance with the need as determined by the MWTHD.

F. Non-compliance

Participant's refusal to allow MWTHD to enter the premises and all buildings as described in the MWTHD policies is serious violation of the MWTHD's Admission and Occupancy Policy Handbook.

PART XXVI. HOUSEKEEPING STANDARDS

SECTION 1. RESPONSIBILITY

In an effort to improve the livability and conditions of the units owned and managed by the MWTHD, uniform standards for Participant housekeeping have been developed for all Participant families.

A. MWTHD Responsibility

The standards that follow will be applied fairly and uniformly to all Participants. The MWTHD will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the MWTHD will notify the Participant in writing if he fails to comply with the standards. The MWTHD will advise the Participant of the specific correction(s) that the Participant will be required to perform and indicate whether or not mandatory counseling is required. Within a reasonable period of time, the MWTHD will schedule a second inspection. Failure to comply with three (3) requests for unit inspection within thirty (30) days will constitute a violation of the Policy terms and is grounds for termination of the Lease Agreement and may result in eviction. Training will be available at no cost to the Participant requesting or needing assistance in complying with the Housekeeping Standards.

B. Participant Responsibility

The Participant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a violation that can result in eviction when it is chronic or results in any of the following:

1. The creation or maintenance of a threat to health or safety, or
2. The potential for damage to the premises is a violation of the Lease Agreement terms and can result in eviction.

SECTION 2. HOUSEKEEPING STANDARDS – INTERIOR

A. General

- Walls should be clean, free of dirt, grease, holes, cobwebs and fingerprints.
- Floors should be clean, clear, dry and free of hazards
- Ceiling should be clean and free of cobwebs
- Windows should be clean and not nailed shut with shades or blinds intact.
- Woodwork should be clean, free of dust, gouges, or scratches.

- Doors should be clean, free of grease and fingerprints, with functional locks.
- Heating units should be dusted and access uncluttered.
- Trash shall be disposed of properly and not left in the unit.
- Entire unit should be free of rodent or insect infestation.

B. Kitchen

- Stove should be clean and free of food and grease.
- Refrigerator should be clean. Freezer door should close properly and gaskets should be clean.
- Cabinets should be clean and neat. Cabinet surfaces and counter tops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs.
- Exhaust fan filters should be free of grease and dust.
- Sink should be clean, free of grease and garbage. Dirty dishes should be washed and not stored in the sink.
- Food storage areas should be neat and clean without spilled food.
- Trash/garbage should be stored in a covered container until removed to the disposal area.

C. Bathroom

- Toilet and tank should be clean and odor free. Condensation should be wiped regularly.
- Tub and shower should be clean and free of mold and mildew. Where applicable, shower curtains should be in place, and of adequate length to prevent spillage.
- Sink should be clean.
- Vanities should be kept clean and free of water leakage. Exhaust fan should be free of dust.
- Floor should be clean and dry.

D. Storage Areas

- Linen closet should be clean.
- Other closets should be clean.
- No highly flammable materials should be stored in the unit.
- Other storage areas should be clean and free of hazards.
- The furnace room cannot be used for storage.

SECTION 3. HOUSEKEEPING STANDARDS - EXTERIOR

- Yards are to be free of debris, trash, and inoperable vehicle and vehicle parts.
- Exterior walls should be free of graffiti.
- Porches (front and rear) should be clean and free of hazards. No items are to be stored on the porch. Outdoor porch furnishings shall not impede access to the unit.
- Steps (front and rear) should be clean and free of hazards.

- Sidewalks should be clean and free of hazards.
- Storm doors should be clean, with glass or screens intact.
- Yards are to be maintained at the Participant's expense.
- Maintenance staff must be able to maintain the grounds.
- Laundry areas should be clean and neat. Lint should be removed from dryers after use.
- Utility room should be free of debris, motor vehicle parts, and flammable materials.
- Garbage cans, gardening tools, equipment, bicycles and other personal belongings must be properly stored.
- Furniture left outside a home shall be limited to outdoor or patio furniture. No household appliance or upholstered furniture can be placed outside of the home. Storage of any type beneath the home, including any material of an illegal or explosive nature, is prohibited.
- Dead animals or dead animal parts are not to be stored outside the premises for long periods of time.

PART XXVII. RECERTIFICATION PROCESS

SECTION 1. ANNUAL RECERTIFICATION

A. Applicability

All Participants receiving housing assistance from the MWTTHD will be subject to an initial certification and a recurring recertification process during their tenancy. MWTTHD staff will verify and certify a selected family's composition, income and earnings prior to initial occupancy and at least annually for continued eligibility and occupancy.

B. Exceptions

1. Low-Rent Participants who are paying the maximum will only need to sign the Privacy Act Statement for release of information, and the household composition form as part of the recertification process.
2. Non-low-income families
3. Families with zero income will be required to provide documentation of household expenses and how the expenses are paid. All cash and non-cash contributions to support the household will be considered as household income. The MWTTHD will continue this process until the income is no longer zero.

C. Purpose of Recertification

The purpose of recertification is to be fair and consistent, dependent on special needs. Income is anticipated annual income; consequently, annual recertification should be performed. Staff is to counsel Participants frequently about the family's responsibility to budget personal finances to assist the family to be self-sufficient. Recertification is

conducted to:

1. Assist Participants in MWTHD rental programs to meet their lease obligations.
2. Also, at the time of recertification staff will determine if the family is in the appropriate program. If a family's income has decreased, and it appears that this change will be long term, the family may be permitted to pay the minimum rent established by the MWTHD pursuant to all applicable MWTHD policies and regulations.

D. Scheduling: Annual Recertification

MWTHD staff will conduct recertification on an annual basis.

E. Changes in Family Status

Participants are to report all changes in family composition, income, and assets as they occur. A Participant family who cannot regularly meet the minimum house payment or rental payment will not be permitted to stay in the program.

F. Change in Family Composition Issues

New persons may not be added to the household without the MWTHD staff prior written approval (other than a child by birth) and only after proper documentation has been submitted by the family and approved by the MWTHD. Additional considerations include:

1. The MWTHD will not approve the addition of new household member(s) if by doing so will over-occupy the existing assisted unit.
2. A permanent household member is a person who has been approved to be added by the MWTHD as a result of marriage, birth, formal adoption, court-awarded custody, temporary or emergency child placement; or has been a MWTHD approved household member for a minimum of twelve (12) months.
3. The MWTHD requires documentation to verify the permanent absence of an adult family member before they will be removed from the household. Such documentation to verify the absence is:
 - a. proof of another home address, including a valid lease or utility bill;
 - b. valid driver's license with another home address;
 - c. court issued order for protection;
 - d. restraining order barring the member from the assisted unit;
 - e. a signed relinquishment of rights by the departing adult; or

- f. documentation of incarceration including length of sentence.

G. Change in Principal Residence Status

A change resulting in the head of household's temporary absence due to the need to reside in a health facility requires an interim recertification requiring the Participant to:

1. Provide documentation from a physician supporting the need for the Participant to remain in the health facility, the maximum duration of the stay; and the ability of the Participant to live in the rental unit independently;
2. Provide documentation from the medical facility verifying the Participant's residence;
3. Provide documentation supporting the ability to continue making rental payment; and
4. Obtain a determination from the MWT HD Staff of the Participant's status based on the documentation provided.

SECTION 2. INTERIM RECERTIFICATION

A. Circumstances

Any Participant who reports a change in family circumstances (such as a significant decrease in income) shall be given an interim income redetermination. In the event the rent is decreased in accordance with this provision, the Participant must report all changes in family circumstances which would result in an increased rent (such as an increase in income) which occur prior to the next regular reexamination and the rent will be appropriately adjusted to reflect anticipated annual income.

1. The Participant must furnish MWT HD, once each year or more often as requested by the MWT HD, accurate documentation as required by the MWT HD concerning income, employment, assets, and family composition for use by MWT HD as to whether the Participant continues to be eligible for the Program.
2. A failure to provide accurate and complete information within fourteen (14) days of the request is grounds for termination of participation in the program.
3. If it is found that the Participant now or hereafter intentionally or unintentionally misrepresented to MWT HD his/her income, employment, assets, or family composition, then in that event the rent will be adjusted retroactive to the date of the prior determination and is grounds for termination of participation in the Program.
4. In the event of any rent adjustment, MWT HD will provide a Notice of Rent Adjustment to the Participant. The change in rent will become effective on the first day of the

month following the month in which the change in income occurred as long as the Participant provided notice by the 15th of the month.

5. If MWTHD determines that because of a decrease in the Participant's income that the Participant is no longer eligible for the Program, the rent will decrease to the minimum rent established for the home as set forth by the MWTHD for the Program. If Participant is unable to meet the minimum payment requirement, participation in the Program will be terminated thirty (30) days from the date of notice that the Participant no longer qualifies for the Program.
6. Interim redeterminations may be conducted as required by the MWTHD.
7. Failure to report the occurrences of changes and complete the required forms will result in retroactive rent charges or other action appropriate to the violation.

B. Process

To assure that the data upon which the determination of eligibility for continued occupancy, rent to be paid, and size of dwelling required are full, true and complete, the information submitted by each Participant is to be verified before any changes can take effect. Complete and accurate verification records are to be maintained in the Participant's folder or computer database system.

C. Release of Information

When verifying and certifying income for eligibility, all adult family members shall provide appropriate authorizations for release of information, so staff can obtain third party verification. Each family must furnish information about the amounts and sources of all income to the household and may be required to produce tax returns, paycheck stubs and any other evidence of income. Failure to provide the authorizations is grounds for denial and/or termination of assistance or rent charges based on the fair market rent.

D. Adjustments

Adjustments will be made only after a thorough review of the household's anticipated income.

E. Verification of Data

Verification of data is to be reviewed and evaluated as they are received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. The MWTHD has the right to ask for any information from the Applicant that the MWTHD deems necessary to completing the process. See SECTION 12, Verification.

F. Certification

As part of the record of each family reexamined, a designated staff member is to complete and sign an eligibility certification which is to be filed in the Participant's folder.

G. Action Required Following Reexamination

Within at least thirty (30) days after the Participant has submitted all the required information needed to comply with continued occupancy, the Participant is to be informed concerning:

1. Eligibility status and, if ineligible, the action to be taken;
2. An adjustment(s) with instructions for making changes if necessary (e.g., executing a new lease or amendment if required; payment arrangements, fair market rent charge, etc.) and
3. Any instances of misrepresentation or non-compliance with the terms of the Lease Agreement or program policy revealed through reexamination and any corrective action which is to be taken.
4. If, upon reexamination, it is found that the size or composition of a family or household has changed so that the unit occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe and sanitary accommodations as described in the Occupancy Section of the Admissions and Occupancy Policy, the MWTHD Staff shall make a determination to either give notice of at least thirty (30) days to the Participant that the Participant will be required to move to another unit or all the Participant to remain in the unit until the next reexamination.

SECTION 3. RETROACTIVE

1. If the reexamination discloses that the Participant, at the time of admission or at any previous reexamination, made misrepresentations, intentional or unintentional which have resulted in the paying of a lower rent and fee than he should have paid, the Participant is required to pay the differences between what was paid and what should have been paid.
2. If it is found at the time of reexamination or at any other time that the Participant has failed to report other changes in family circumstances and such changes would have required the Participant to pay a higher rent, the increased rent is to be made retroactively to the month following the date on which the change of circumstances occurred.

SECTION 4. QUALITY CONTROL

A. File Review

After reviewing the application data, the MWTHD staff will make a written recommendation for action and submit the file to a second MWTHD staff who will provide a second review of the file and document in the file the action to be taken. If there is no agreement regarding the action to be taken, the information will be forwarded to the Housing Director for review and action. All recommendations and actions are to be in the form of written documentation.

B. Concerns

In the event there are concerns regarding the information obtained, the staff will report the concerns to the Supervisor or Housing Director. The Supervisor or Housing Director will review the information and make a determination.

SECTION 5. NOTICES

The Participant will be notified in writing at least ninety (90) days prior to the date of recertification. A second notice reminding the Participant of his obligation will be submitted when no response is received. A third notice is submitted when there is no response to the two (2) notices previously sent. The third notice represents a notice of breach.

SECTION 6. REPORTING

A monthly report of the status of recertification will be completed by the staff to the Housing Director.

PART XXVIII. HOUSING COUNSELING

SECTION 1. OVERVIEW

The MWTHD will provide counseling and advice to Participants with respect to property maintenance and financial management or such other matters as may be appropriate to the Applicant and Participant in improving their housing conditions and in meeting the responsibilities of tenancy.

PART XXIX. VEHICLE RESTRICTIONS

SECTION 1. PARKING

A. Limitations

No vehicle or equipment over 10,000 pounds gross vehicle weight is allowed to be parked on the street other than for service to the Participant.

B. Inoperable Vehicles

Inoperable vehicles, vehicles with expired tags, recreational vehicles or vehicle parts may not be stored or left on driveway's home site, or anywhere on the premises. Inoperable vehicles will be impounded or towed after issuance of a seven (7) -day written notice. The expense of such removal shall be assessed against the Participant.

C. Parking Restrictions

1. Participant parking is restricted to the Participant's driveway, carport, or garage.
2. Vehicles may not be parked on the street or parked in such a way as to extend into the street. Vehicles may not be parked in yards of the premises or on the lawns of common areas.
3. Visitors may park their vehicles in a Participant's driveway, carport, or garage or other designated parking areas when visiting a Participant but must ensure that they are parked in a location so as not to block any neighbor's access, or restrict traffic flow within the subdivision or to fire standards.

SECTION 2. VIOLATIONS

Violators will be given seven (7) days to remove improperly parked or inoperable vehicles before vehicles are towed by the MWTHD at the expense of the Participant.

PART XXX. PETS

A. Livestock or Poultry

No Livestock or poultry of any kind may be raised, bred, kept, or permitted on any home site.

B. Pets

1. No pets shall be kept, bred or maintained for any personal or commercial purpose. Pets require written consent by the MWTHD. No fees will be assessed; however, the animals must be leashed or contained. Documentation evidencing current status with all vaccinations and preventive fleas and tick measures. The following pets will be considered:

- Hens (maximum of two)
- Dogs
- Cats

The following types of animals are not permitted:

- Rottweiler
- Pit Bull
- Doberman

C. Non-compliance

Failure to comply with this policy is grounds for termination.

PART XXXI. ALTERATIONS AND IMPROVEMENTS

A. Requirement for MWTHD Consent

The Participant shall make no alterations to the buildings on the premises, or construct any building or make other improvements on the premises, including painting of the interior or exterior, without the prior, express and written consent of the MWTHD.

B. Ownership of Improvements

All approved alterations, changes, and improvements built, constructed or placed on the premises by the Participant, with the exception of fixtures removable without damage to the premises, and removable personal property, shall, unless otherwise provided by written agreement between MWTHD and the Participant, be the property of the MWTHD and remain on the premises at the expiration or earlier termination of the program agreement.

C. Damages

Any damages resulting from alterations or improvements will be charged directly to the Participant.

PART XXXII. ASSIGNMENT AND SUBLETTING

SECTION 1. RENTAL

All rental units managed by the MWTHD must be used as the Participant's principal residence. Consequently, subletting and assignment of the home are not permitted.

PART XXXIII. TRANSFERS

SECTION 1. OVERVIEW

Due to the shortage of and the great demand for housing, transfers will not be considered

PART XXXIV. RISK OF LOSS/INSURANCE

Responsibility for the provision of fire and other peril insurance on the premises is as follows:

A. Fire and Peril Insurance

MWTHD shall provide fire and other peril insurance on the premises during the rental period. In the event of any loss, the Participant shall pay the insurance deductible. The MWTHD shall not be responsible for the loss of any of the Participant's personal property by fire, theft, or any other reason.

B. Content Insurance

It shall be the sole responsibility of the Participant during the rental period to obtain fire and other peril insurance covering their personal property.

C. Documentation

Evidence of the Participant's understanding of the requirements for insurance shall be documented by a statement signed by the Participant attesting to the receipt of information from the MWTHD staff regarding insurance requirements.

PART XXXV. FIRE

In the event the leased premises, shall become untenable by reason of fire or other casualty, participation under the applicable lease shall terminate and each party shall be relieved of all future liabilities hereunder dependent upon the cause and/or circumstances. MWTHD will make assessments accordingly.

PART XXXVI. PERSONAL PROPERTY

Any fixtures/appliances provided with the unit will remain the property of the MWTHD unless otherwise indicated in writing. It will be the responsibility of the Participant to provide washer and dryer appliances. All maintenance repairs will be the responsibility of the Participant. If the MWTHD Maintenance must perform any repairs on the washer and dryer units, a Participant charge will be assessed. This section excludes elder units or elders age sixty-two (62) or above.

PART XXXVII. ABANDONMENT

A. Personal Property

Upon termination of a rental lease, the MWTHD may dispose of any item of personal property abandoned by the Participant in any manner deemed suitable by the MWTHD. Proceeds, if any, after such disposition may be applied to the payment of amounts owed by the Participant to MWTHD.

B. Premises

If at any time during the term of the lease, the Participant abandons the premises for a period that exceeds fourteen (14) consecutive days and rent is owed, the MWTHD may consider that the unit is abandoned. The MWTHD may enter the premises by any means, without being liable for any prosecution for such entering, and without becoming liable to the Participant for damages or for any payment of any kind whatever. MWTHD may at its discretion re-let the premises, or any part of the premises, for the whole or any part of the unexpired term and may receive and collect all rent payable by virtue of such re-letting.

If MWTHD's right of re-entry is exercised following abandonment of the premises by the Participant, then MWTHD may consider any personal property belonging to the Participant and left on the premises to also have been abandoned, in which case MWTHD may dispose of all such personal property in any manner MWTHD shall deem proper and is hereby relieved of all liability for doing so.

C. Eviction Process

After all administrative remedies have been exhausted the MWTHD will commence eviction procedures in accordance with the MWTHD Collection and Eviction Policy.

PART XXXVIII. SUCCESSION

A. Manner of Designation for Continued Occupancy

When a head of household of a becomes deceased, the rental unit will be offered to family members listed on the most recent recertification and awarded to the member who is capable of assuming responsibility of the unit; providing that that person meets all eligibility requirements.

B. Events Authorizing Successorship

Death, physical, or mental incapacity constitute an event.

C. Situations where Successorship will not be recognized

The designated successor shall not succeed if the rental agreement is terminated for any reason other than death, physical or mental incapacity.

D. Eligibility of Successor

The designated successor to a rental must meet all eligibility and selection requirements at the time the new homebuyer agreement or rental agreement is executed.

E. Ineligible Homebuyer Successors

In the event that the successor is not eligible or otherwise qualified to succeed the original homebuyer, the MWTHD may allow the successor to purchase the unit for an amount established by the MWTHD.

F. MWTHD Designation of Successor

If the designated successor is not eligible or does not meet admission standards, the Housing Director shall place the next eligible family from the waiting list.

G. Trust, Restricted or Special Consideration of the Land Status

In case of trust, restricted or special land considerations, the MWTHD shall review applicable statutes and requirements prior to approving a successor.

H. Recourse to File Claim for Damages

In the event of a death of a rental tenant, the MWTHD will file a claim against the deceased person's probate for any outstanding balance.

PART XXXIX. MOVE-OUT PROCESS

A. Move-Out Inspection

A Move-Out Inspection will be conducted within twenty-four (24) hours of obtaining legal possession of the unit. The Move-Out Inspection provides the information that is used to compare to the information gathered during the Move-In Inspection process. A comparison of both inspection forms provide the basis for determining whether or not the unit is in the same condition as it was when it was first rented except for normal wear and tear.

B. Documentation Requirements

A MWTHD Move-Out Checklist and an Inspection Form must be used to document the move-out process. The Participant must sign and date the Move-Out Inspection Form to verify any Participant damage, document any needed routine repairs, etc. MWTHD Staff must also sign the Move-Out Inspection form. If any deficiencies are noted, an estimate of all costs and a work order will be issued to make the repairs.

C. Punch List Items

Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs. The Participant is not responsible for any charges related to the repair of noted punch list items. Any major deficiency must be corrected before occupancy can be permitted.

D. Procedures

MWTHD shall prepare and implement procedures to ensure a smooth transition from the move-out process to the move-in process. Below is an outline of essential procedures which may be amended by the MWTHD as needed:

1. Move out checklist prepared and distributed.
2. Immediately arrange move-out inspection with Participant
3. Move out inspection completed within 48 hours
4. Work Order request prepared.
5. Maintenance Department boards up
6. Cost estimate prepared
7. Cost estimate reviewed and approved.
8. Inspect and prepare punch list and make any repairs.
9. Conduct final inspection.

10. Complete processing and forward applicable information to appropriate departments/staff and document approvals.

11. Process for billing.

PART XL. COLLECTIONS & EVICTION

SECTION 1. PURPOSE

Living in MWT HD houses has both benefits and obligations, which go hand in hand as a "package deal". In return for not having to pay for the full cost of a house, Participants will be held fully accountable for those smaller payments they are required to make. Residents are expected to take full responsibility for their personal financial situation to the extent of being able to make their monthly payments in full and on time, every month.

These required monthly payments are used exclusively by the MWT HD to operate, improve and expand our housing assistance programs for current and future residents. Required payments are adjusted up or down at least annually, to assure that families pay only their share based on the specific program requirements. Prompt payments from Participants, as set forth in this policy, is a primary function of the MWT HD which demonstrates the capacity to properly and effectively manage the existing housing programs and to create a financial base for increasing the housing stock on the Mashpee Wampanoag Reservation. The MWT HD's ability to continue present services to Participants and secure future funding for housing improvements and/or additional housing units is directly impacted by the successful administration of this policy.

A. Applicability

The Collection and Eviction Section of this Policy applies to all program Participants.

B. Tribal Code (Law) /Code

This eviction policy is adopted in accordance with the Mashpee Wampanoag Tribal Unlawful Detainer Code.

SECTION 2. REQUIREMENTS

A. Distribution

A copy of this policy will be posted prominently in the MWT HD office and provided to Participants at move-in and upon request.

B. Due Dates for Monthly Payments or Other Charges

1. All monthly payments are due and payable in full by the first day of each month, whether or not billing statements are sent by the MWTHD. A five-day grace period beginning the day of the first will apply through close of business on the fifth of the month.
2. All "other payments" for other incurred costs are due and payable on the first day of the month following the charge.
3. Households that have a significant portion of their income coming from seasonal work or fixed income will be allowed to pay at times that more closely match when income is received, if approved in advance by the Housing Director. These larger but less frequent payments need to be made in advance, the same as regular monthly payments which are made for the ensuing month. Default of any portion of the plan will be treated in the same manner as nonpayment of charges for a non-seasonal worker.
4. Residents are responsible for notifying staff prior to the 20th day of the month if they will be unable to make the full payment when due and for requesting an informal resolution with the Housing Director or his/her designee to make payment arrangements.

C. Credit Bureau

1. Delinquencies may be reported to the Credit Bureau.
2. The MWTHD will comply with any request from a Participant to notify the Credit Bureau of a good payment history.

D. Payback Agreements

1. If payments are not made as required, Payback Agreements may be executed by the Housing Director, or his/her designee, with the resident after financial counseling and after the staff has determined that the resident is still capable of and committed to fulfilling all obligations of their Lease.
2. To be allowed to maintain occupancy, each Participant with debt balances is required to set up a Payback Agreement acceptable to the Housing Director.
3. Failure to make payments as agreed in the Payback Agreement will result in automatic termination of the Lease and forfeiture of a subsequent Payback Agreement.
4. When a Payback Agreement is executed, the resident will be required to pay at least 25% of the balance due, at the discretion of the Housing Director, with the Payback Agreement covering the remaining balance.

E. Notices and Informal Resolution

1. **Delinquency Notice.** If the required payment is not received by close of business on the 10th day of the month, MWTHD staff will issue a Delinquency Notice, sent by regular mail, informing the residents of the following:
 - a. A \$15 fee will be added to the amount due to cover the costs of preparation and mailing of the delinquency notice.
 - b. Their obligation to make required payments on the first of the month;
 - c. That prompt payment is a requirement for continued occupancy;
 - d. The name of the MWTHD staff to be contacted for arranging for a meeting.
 - e. That if the Participant has had unforeseen, or unusual problems in making the payments, the Participant must meet with the MWTHD within 10 calendar days to determine if the circumstances warrant special payment arrangements through a Payback Agreement. If the circumstances do not warrant special arrangements, the delinquent amount must be paid in full.
 - f. That if an acceptable Payback Agreement has not been made, or full payment including the \$15 fee above is not received by the close of business on the 20th day of the month, a 30 day Notice of Termination will be served upon the Participant.
2. **Notice of Termination.** If an acceptable Payback Agreement has not been made or full payment received by close of business on the 20th day of the month, staff will cause to be personally delivered a Notice of Termination to the Participant or occupier, or to any adult member of the Participant's or occupier's family then residing on the premises, or by posting it on the door and mailing a copy thereof by certified mail, return receipt requested, informing the following:
 - a. A \$25 fee will be added to the amount due to cover the costs of preparation and service of the Notice of Termination.
 - b. A demand Notice to Pay in full, or execute a payback agreement acceptable to the Housing Director within 30 days of service or to vacate the unit, notifying the Participant that upon Participant's failure to so perform, that the MWTHD will seek the Participant's forcible eviction from said premises, together with rents, utilities, charges of the MWTHD, damages caused by Participant's occupancy, and costs and attorney's fees.
3. **Failure to Comply with Notice of Termination.** In the event the Participant fails to comply with the Notice of Termination, the MWTHD will seek the Participant's

forcible eviction pursuant to the Mashpee Wampanoag Tribal Eviction Procedures through the Mashpee Wampanoag Tribal Court.

F. Leaving with a Delinquency

1. Participants with terminated Leases that have debt balances (including fees) may be reported to credit reporting agencies;
2. Participants with terminated Leases that have debt balances will be processed through court proceedings if a Payback Agreement with the ex-Participant cannot be executed or successfully followed; and
3. Participants with terminated Leases that have debt balances are not permitted to reside with any Participant leasing a MWTHTD house.

G. Costs of Debt Collection

All costs incurred in the collection of debts will be charged to the resident through the resident's account.

H. Charges to Residents (Damage and Repairs)

1. Upon vacating the unit, the ex-residents will be responsible for the costs of all necessary repairs to place the unit and the premises in same condition as at the beginning of the tenancy, except for ordinary wear and tear.
2. Upon failure of a homebuyer to fulfill their maintenance obligations, staff will perform the required maintenance and code upgrade for the unit and the premises and charge the Homebuyer's account accordingly.

I. Vacancy Without Notice

1. The day staff discovers the abandonment the MWTHTD will retake possession and immediately inspect the unit to determine if repairs are necessary.
2. If repairs are necessary, the ex-residents will be responsible for all costs of those repairs. A copy of the charges will be forwarded to the last known address of the ex-resident.
3. If adequate payment arrangements are not made by the ex-resident, the MWTHTD will file court action against the ex-resident.

J. Automatic Payments/Payments in Advance

The MWTHD will accept automatic payments on behalf of residents, and if a Participant is more than 30 days past due and is employed, Participant will, if payroll deduction is available through his/her employer, set up a payroll deduction for payment of the monthly house payment. Delinquent automatic payments will be subject to late fees as would any other delinquent payment.

K. Notice not Required

In the following circumstances, the MWTHD Housing Director may implement immediate eviction proceedings under Mashpee Wampanoag Tribal Code, Chapter 34, Eviction Procedures, without any notice required:

1. There is clear and evident danger to the surrounding community.
2. There is a life-threatening situation to the surrounding community.
3. The breach is related to drug activity as outlined in MWTHD Participant agreements and MWTHD drug policy.

L. Evictions for Other Program Violations

Other violations of provisions of this policy, or of the Lease, is subject to the same procedure as set forth for non-payment of rent, as set forth above.

M. Opportunity for Hearing

1. The opportunity to be heard by the Tribal Court shall be afforded to all Participants involved in eviction matters.
2. The Hearing Policy does not apply to any grievance concerning a termination of tenancy or eviction that involves any of the following:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the MWTHD housing development by other Participants or employees of the MWTHD, or
 - b. Any drug-related (including alcohol-related) criminal activity on or near the premises.
 - c. Any nonpayment of charges.
 - d. Statutory or regulatory requirements.

N. Administrative Remedies

1. In order to exhaust all reasonable alternatives prior to exercising eviction, the Housing Director is authorized to develop administrative remedies for extraordinary circumstances which may provide temporary forbearance. Such measures may include, but not be limited, to the following:
 - a. Protective Payee arrangements;
 - b. Debt management plan;

O. Opportunity for Hearing

1. The opportunity to be heard by the Tribal Court shall be afforded to all Participants/homebuyers involved in eviction matters.
2. The Grievance Section of this Policy does not apply to any grievance concerning a termination of tenancy or eviction that involves any of the following:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the MWTHD housing development by other residents or employees of the MWTHD, or
 - b. Any drug-related (including alcohol-related) criminal activity on or near the premises.
 - c. Any nonpayment of charges.
 - d. Violation of statutory or regulatory requirements.

PART XLI. GRIEVANCE

SECTION 1. PURPOSE

To assist in the resolution of complaints by MWTHD program applicants and Participants and to afford program applicants and Participants a fair and reasonable opportunity to have their responses heard and considered by MWTHD. It is not intended to provide a forum for the aggrieved party to challenge MWTHD's policies, tribal, federal or state codes, requirements and/or regulations, to settle domestic disputes, or to resolve matters which are more appropriately a police or court matter.

SECTION 2. DEFINITIONS

1. A complainant is any Participant whose complaint is presented to MWTHD staff, up to

the Housing Director, on an informal basis.

2. A complaint shall mean a formal grievance brought under the Grievance Section of this Policy against alleged actions taken by the MWTHD that adversely affects the complainant's participation in a MWTHD program.
3. A formal hearing is the process by which the Board of Commissioners hears an appeal by a complainant dissatisfied with the Housing Director's decision.
4. A grievance is any dispute which a Participant may have with respect to MWTHD action which adversely affects the individual Participant's rights, duties, welfare, or status.
5. An informal hearing is the process by which complaints are first considered by the appropriate MWTHD staff.
6. A Participant is a lessee or the remaining head of household of any Participant family residing in housing accommodations owned or leased by the MWTHD.

SECTION 3. APPLICABILITY

A. Programs

Applies to all MWTHD programs, agents of the MWTHD, applicants, and rental and homebuyer Participants.

B. Non-applicability

Grievances regarding actions for which a court hearing is necessary to carry out MWTHD action (such as eviction or termination of tenancy) are not required to be subject to the Grievance Policy. The Mashpee Wampanoag Tribal Court will afford claimants an opportunity to be heard on the merits of their particular case. The Hearing Policy does not apply to any grievance concerning a termination of tenancy or eviction that involves any of the following:

1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the MWTHD housing development by other residents or employees of the MWTHD;
2. Any drug-related (including alcohol-related) criminal activity on or near the premises;
3. Any nonpayment of charges;
4. Violation of statutory or regulatory requirements; or
5. Incidences occurring after the appropriate statute of limitations have been exhausted.

SECTION 4. PROCESS

A. Due Process

The MWTHD Grievance Policy shall comply with the Indian Civil Rights Act, if applicable and shall assure that applicants/residents in all programs will:

1. be advised of the specific grounds of any proposed adverse action by the MWTHD;
2. have an opportunity for a formal hearing and afterwards, if applicable, a formal hearing before the Board of Commissioners upon timely request as outlined in these policies;
3. have an opportunity to examine any documents or records or regulations related to the proposed action;
4. be entitled to be represented by another person of their choice at any hearing;
5. be entitled to ask questions of witnesses and have others make statements on their behalf; and
6. be entitled to receive a written decision by MWTHD on the proposed action.

B. Filing Complaints

1. Complaints pertaining to neighbors who are MWTHD residents must be made in writing utilizing the MWTHD Complaint form. Assistance in writing the complaint will be made available to the resident at the resident's request.
2. All complaints pertaining to MWTHD action are to be presented first on an informal basis, either orally or in writing, to the appropriate MWTHD staff. If the complaint remains unresolved, the complainant must request an informal hearing with the Housing Director.
3. Regardless of the nature of the complaint, all payments due MWTHD are to be paid as agreed upon per the lease agreement or any promissory note or other repayment plan in the amount equal to the amount paid in the month preceding the complaint plus any fees.
4. Complainants dissatisfied by the Housing Director's decision may request a hearing before the Board of Commissioners in accordance with the procedures contained herein.
5. The MWTHD Staff must implement procedures which will ensure that notices and/or information are made available within a prescribed time frame and that complaints and

MWTHD response to complaints are documented.

C. Informal Hearing

1. The complaint must be made to the appropriate staff within fifteen (15) working days of the act which is the basis of the grievance. If the complaint pertains to the actions of another Participant, the complaint must be in writing, utilizing the complaint form. The appropriate staff will assign a staff person to assist in the preparation of complaints upon request of the Participant.
2. Complainants dissatisfied with the MWTHD's decision may request an informal hearing with the Housing Director within ten (10) working days of the MWTHD's decision.
3. The Housing Director will schedule a meeting with the complainant as soon as it is possible, time and place reasonably convenient to the complainant, and will notify the complainant in writing of such.
4. If the complainant fails to show up for the scheduled meeting without notification, the right to a hearing through MWTHD Grievance Policies will be waived, and the complainant shall be so notified in writing. However, this does not constitute a waiver of the complainant's right to contest MWTHD's decision through legal proceedings in the Mashpee Wampanoag Tribal Court.
5. The Housing Director will attempt to consider all the facts associated with the complaint in order to discuss and, hopefully, resolve the complaint without necessity for a formal hearing.
6. A written summary of the discussion and the Housing Director's decision will be sent to the complainant within fifteen (15) working days of the date of the informal hearing. The summary will include names of participants, date of the meeting, nature of the complaint, the Housing Director's decision and the basis of the decision, and the procedures by which a formal hearing can be obtained.

D. Request for a Formal Hearing

In the event the complainant does not receive a response to their grievance or feels that their grievance has not been resolved appropriately, he may submit within fifteen (15) working days of the date of the Housing Director's decision (date of correspondence) a written request to the Housing Director to be placed on the next regular meeting agenda to have the complaint heard by the Board of Commissioners. A notice of appeal must contain the following information:

1. The reason for the grievance;
2. The action or relief sought; and

3. Action(s) taken by MWTHD to resolve the complaints that was allegedly incorrect.

If the complainant's request for a formal hearing is not in accordance with Item 2 above, the Housing Director or designee will attempt to assist the complainant with the proper procedures.

1. The Housing Director will send written confirmation of the date, time and place of the Board of Commissioners' meeting in which the grievance will be heard.
2. The Housing Director will notify the Board of Commissioners of the request and provide copies of materials relevant to the appeal.
3. If the complainant fails to appear at the formal hearing, then MWTHD's disposition of the grievance under the informal hearing process shall become final. However, this does not constitute a waiver of the complainant's right to contest MWTHD's decision through legal proceedings in the Mashpee Wampanoag Tribal Court.

E. Decision of the Board of Commissioners (BOC)

1. The Decision of the BOC shall be final and based upon the following:
 - a. Facts presented at the formal hearing;
 - b. Applicable laws and regulations; and
 - c. Applicable MWTHD policies.
2. The decision of the BOC shall be made in writing and submitted to the complainant within ten (10) working days to the greatest extent feasible.
3. No BOC member who has family ties to the complainant shall participate in any of the formal hearing proceedings.

PART XLII. TERMINATION

A. Event of Default

In the event of the default of any material provision of this Policy and the applicable lease/agreement by the Participant (and each covenant, provision, term and condition herein is considered a material provision and a consideration for the execution of a Lease Agreement or Lease Agreement, and time is of the essence of each and every of the foregoing), the lease/agreement and any exclusive option, shall terminate, at the option of the MWTHD , and be forfeited and MWTHD shall be entitled to possession of the premises.

B. Notice

The Participant shall be given thirty (30) days' notice of any default or breach and shall have thirty (30) days from service of said notice within which to cure or correct said breach or vacate as determined by the MWTHD, except for a breach as described in C. mentioned below.

C. Circumstances Warranting Immediate Eviction

In the following circumstances, the MWTHD Staff may implement immediate eviction proceedings under Mashpee Wampanoag Tribal Code (Law), Eviction Procedures, without any notice required:

1. There is clear and evident danger to the home or the surrounding community.
2. There is a life-threatening situation to the home or the surrounding community.
3. The breach is related to drug activity as prohibited by the MWTHD Lease Agreement and the Mashpee Wampanoag Tribal Code (Law).

D. Right to Review Documents

With respect to Notices issued pursuant to Paragraph A, the Participant is entitled prior to any court hearing or trial to examine any relevant documents, records, or regulations directly related to the termination or eviction.

E. Grounds for Termination

include any violation of applicable MWTHD policies, Mashpee Wampanoag Tribal Code (Law), unlawful conduct, etc.

F. Ban

The MWTHD will ban Applicants as follows:

1. Eviction due to repeated vandalism will include a ban on leasing or buying Tribal housing. Ban duration will be 6 months, 1 year, 2 years, 4 years, and perpetual for successive evictions.
2. Eviction due to alcohol inebriation or the selling or distribution to a minor are ineligible for admission to any MWTHD program for a 1-year period beginning on the date of such eviction or termination. Ban duration will be 1 year, 2 years, 4 years, and perpetual for successive evictions.
3. MWTHD Participants who were evicted for non-payment of any financial obligation to MWTHD will be denied participation in MWTHD housing assistance programs for at least one (1) year from the date on which all MWTHD debt has been retired and

evidence of a good credit history, landlord history, and/or other documentation, as determined by the MWTHD, is obtained.

MWTHD Participants who were evicted for violations due to acts which threatened the health, safety and welfare or peaceful enjoyment of others will be denied participation in MWTHD housing assistance programs for at least three (3) years and references are positive.