***CHITIMACHA HOUSING AUTHORITY***

***RENT TO OWN- OPTION TO PURCHASE PROGRAM***

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**PART 1 - OVERVIEW**

**SECTION 1: DESCRIPTION OF PROGRAM**

## Purpose of Policies

These policies (“Policy”) provide direction to staff for admission of participants into the housing program and for administering the requirements governing their occupancy.

## Scope and Summary

This program is a Rent to Own Option to Purchase Program and will be referred to as the ROOP Program (or “Program”) hereafter. This Section provides a broad summary of the Program. The Program’s details—which control the Program’s administration—are laid out in the following Sections.

To be eligible for the Program, at least one of the Participants must be an enrolled member of the Chitimacha Tribe, unless the family is an Essential Family as defined in this policy. Preference will be given to families whose members are all enrolled members of the Chitimacha Tribe. Participants will rent for a specified term, not to exceed 35 years. Under this Program, Participants may achieve homeownership by

1. Exercising the option to purchase the home from Chitimacha Housing Authority (“CHA”) at any time the Participant can qualify for a personal mortgage; or
2. Renting the home for the full 35-year rental period, after which CHA will convey the property to the Participant.

Both opportunities are subject to meeting all obligations set forth in these Program policies, CHA’s policies, and the Use and Occupancy Agreement.

The default monthly rent for the Program is set by the CHA’s Board of Commissioners. For 2023, the monthly rent is set at $450. There are three household income thresholds that apply to the Program and impact eligibility and a household’s monthly rent:

1. “Very Low Income” (under or equal to 35% of the Median Family Income for the Tribe’s Indian Area, as established annually by HUD). Households with Very Low Income are not eligible to receive a home under the Program because their income is deemed insufficient to meet the Program’s financial costs.
2. “Low-Income” (under or equal to 80% of the Median Family Income for the Tribe’s Indian Area, as established by HUD). The rent for Low Income households cannot exceed 30% of their adjusted gross income (even if that figure is less than the default monthly rent).
3. Non-Low-Income or Moderate Income (more than 80% of Median Family Income for the Tribe’s Indian Area and less than the cap on income, as established by HUD). Non-Low-Income households must pay at least the default monthly rent established by the BOC; however, the BOC may, in its discretion and with advanced notice to the household, fix a rental rate that is equal to the debt services as shown on the amortization schedule for the property (even if it exceeds the default monthly rate).

Properties will be awarded based, in part, on the preference criteria established in these Program policies, which generally favor enrolled members of the Chitimacha. Participants during the term of this Program do not have and will not accumulate any equity in the property until such time that the option to purchase is exercised. No Participant shall have any right to a refund of rents upon termination by expiration of the term of the Use and Occupancy Agreement or termination for any other reason. .

## Goals

The ROOP Program seeks to respond to the following goals:

* + 1. To promote affordable homeownership opportunities for those low- to moderate-income Chitimacha Tribe enrolled members who need assistance in qualifying for mortgage financing.
    2. To provide homeownership opportunities for low- to moderate-income Chitimacha Tribe enrolled members to better access the private mortgage market for homeownership on tribal trust property.
    3. To promote self-sufficiency of Tribal members.

## Leasehold Purchase

The purchase of a home under this Program is a leasehold purchase. It only includes the house and does NOT include the purchase of the land on which the home is located. This program is designed to assist primarily low-income and moderate-income Chitimacha Tribe enrolled members, subject to limited exceptions built into the program for non-Tribal persons. Participants of the Program must comply with the following:

* 1. Be committed to purchasing the home through private mortgage financing.
  2. Have employment stability and sufficient income required to meet the minimum rent and the other financial obligations of maintaining and buying a home. Participants who are Very Low Income do not have sufficient income and are not eligible to participate in the Program.
  3. Be able to overcome the obstacles to mortgage readiness in a period of time not to exceed 35 years.
  4. Be committed to schedule the time to participate in group and one-on-one counseling tailored to the individual family’s needs.
  5. The house payments made under the ROOP Use & Occupancy Agreement will be applied to the purchase of the home to cover the debt service of the remaining balance when the option is exercised successfully or when the house is conveyed by the CHA.
  6. If the option is not exercised, or assistance is terminated, or the home is conveyed at the expiration of the 35 years, the total amount paid to the CHA as rent will be retained as CHA’s income.

## Applicability of Policies

1. All Participants are subject to the policies of the CHA as they now exist or as they may hereafter be revised or added by the CHA.
   * 1. The Board of Commissioners (“BOC”) and staff will comply with all applicable laws and regulations of the Department of Housing and Urban Development (“HUD”), particularly 24 CFR Part 1000 and 2 CFR Part 200. Additionally, commissioners and staff must be in compliance with the Chitimacha Tribal codes and Ordinances, applicable state and federal laws and regulations, and CHA policies. Failure of staff to be in compliance will be addressed through disciplinary action that could result in termination of employment or removal from the BOC.

## Codes

Participants and other occupants are required to adhere to the Chitimacha Tribe Code and other applicable laws with regard to their personal conduct when it impacts their housing obligations and the rights of others.

## Conflict of Interest.

CHA staff, Board of Commissioners, and participants must abide by the Conflict of Interest Policy adopted by the BOC.

**SECTION 2: MODIFICATION**

Modifications of this Policy are subject to approval by the Board of Commissioners. Matters incorporated in the Policy by reference shall be publicly posted in a conspicuous manner in the CHA’s office and a copy shall be furnished to the Participant upon move-in. If such schedules, rules, and regulations are materially modified, the CHA shall give at least 30-days written notice to each affected Participant through a mass mailing setting forth the proposed modification, the reasons therefore, and the effective date of the change..

**SECTION 3: TERMINOLOGY**

## Number and Gender

Whenever used throughout 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.

## Terminology

For the purposes of the Program, the following words or terms shall have the meanings provided below:

* + 1. “All-Chitimacha Family” means a family where the head or both heads of household and at least one child is an enrolled Chitimacha Tribe member or a couple where both members are enrolled Chitimacha Tribe members.
    2. “BOC” means the Board of Commissioners established in Title VIII of the CCCJ to govern the Chitimacha Housing Authority.
    3. “CHA” means the Chitimacha Housing Authority.
    4. “Chitimacha Family” means a family where at least one of the heads of household is an enrolled Chitimacha Tribe member.
    5. “Essential Family” means a family whose presence on the Reservation is essential to the well-being of Chitimacha Families (e.g., a doctor, teacher, or police officer) and whose housing needs cannot be met without the assistance provided by this Program.
    6. “Family” means two or more persons related by blood, marriage, or adoption, or who have evidence of a stable family relationship by living regularly together in the same dwelling for at least two years; or a single adult enrolled Chitimacha Tribe member.
    7. The terms “home,” “housing unit,” “premises,” “property,” and “residence” mean the improvement(s) situated on Tribal lands that a person has the right to occupy or use by virtue of the ROOP Program.
    8. “HUD” means the United States Department of Housing and Urban Development.
    9. “Low Income” means a household income that is under or equal to 80% of the Median Family Income that is applied to the Tribe’s Indian Area, as determined and published annually by HUD.
    10. “NAHASDA” means the Native American Housing Assistance and Self-Determination Act administered in the first instance by HUD.
    11. “Non-Low Income” or “Moderate Income” means a household income that is greater than 80% of the Median Family Income that is applied to the Tribe’s Indian Area and less than the cap on income, as determined and published annually by HUD.
    12. “Participant” means the duly approved participant, homebuyer, or lessee of a ROOP Program property.
    13. “Very Low Income” means a household income that is under or equal to 35% of the Median Family Income that is applied to the Tribe’s Indian Area, as determined and published annually by HUD.

PART 2 – APPLICATION PROCESS

# **SECTION 4: APPLICATION**

## Application Forms

The CHA application must be completed in order to be considered for the ROOP Program. Staff will design the application forms to gather enough information to conduct a thorough assessment of the family’s background to determine and verify eligibility. These forms may be supplemented with additional forms as deemed necessary by the Housing Director for clarification purposes.

## Application Process

Families must submit a full and complete application, including authorizations and evidence of prior attendance in Housing Counseling and Participant Education classes and sessions, before they can be determined eligible or placed on a waiting list.

In order to be considered for occupancy in any housing program offered by the CHA, participants must submit a written (legible) application. This form will be provided by the CHA, and participants may consult with CHA staff members for help completing the application. An application is not considered “submitted” to CHA until CHA staff determine it is complete by noting the date and time of the application’s submission.

* 1. The staff member receiving a complete application must note on the application form the date and time when the application was submitted.
  2. All information provided in the application must be verified and documented.
  3. CHA staff will review the application and determine whether the applicant meets the eligibility criteria as described in Section 7 of this policy. CHA staff will then complete a Verification Summary that includes all of the information listed in Section 10 and the applicant’s identifying information for CHA’s internal records. CHA staff will also complete a BOC Verification Summary that will only contain the items listed in Section 10 and will not contain the applicant’s identifying information, with a recommendation to approve or deny the application.
  4. After reviewing the application data, the staff will submit the Verification Summary and the BOC Verification Summary for certification by CHA’s supervisor. CHA will then submit the certified BOC Verification Summary for action to the BOC. The BOC shall have the sole authority and responsibility to approve or deny the CHA’s recommendation. The BOC may request additional information from the CHA in order to make its determination. All recommendations and actions—whether made by the CHA or the BOC—must be in the form of written documentation.
  5. Once the application has been approved by the BOC, the Participant data will be entered into the appropriate Housing Data Services (“HDS”) waiting list.
  6. In the event of a rejection, the staff will notify the Participant in writing of the basis of the determination and the right to appeal the decision in accordance with the Grievance Policy.
  7. If the Participant is eligible, the staff will prepare a letter notifying the participant of the resultant placement on the waiting list.
  8. The waiting lists will be updated to the greatest extent feasible on a monthly basis.

## Communications

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

* 1. All official notices must be in writing, signed by the Housing Director.
  2. All verbal communications are to be documented in the Participant file, indicating date, time, content, and disposition.
  3. All written communications or major inquiries from a Participant are to receive a written response within 5 working days from the date of receipt.

**SECTION 5: WAITING LISTS ORGANIZATION**

## Preferences

ROOP homebuyer opportunities will be made available to approved applicants in accordance with CHA’s preferences, which favor enrolled members of the Chitimacha Tribe. As such, CHA will organize the waiting lists based on CHA’s preferences.

* 1. Waiting List Organization.
     1. The CHA will establish separate waiting lists for homes of different sizes and Occupancy Standards. The Occupancy Standards are as follows:

|  |  |
| --- | --- |
| **Home Size (Number of Bedrooms)** | **Number of Persons** |
| 1 BR | 1-2 |
| 2 BR | 1-4 |
| 3 BR | 1-6 |
| 4 BR | 1-8 |

An applicant with a household size that exceeds the Occupancy Standards for a home’s bedroom size cannot be placed on the waiting list for that size of home.

* + 1. When an application has been approved by the BOC, the CHA will place the applicant on the waiting list(s) corresponding to the home size that they’re eligible for (according to the Occupancy Limits), that they requested, and that they were approved for, in the rank dictated by the CHA Preferences (below).
    2. The waiting lists for each homes size will rank each approved application by applying the CHA Preferences (below). For each household, the list will identify: the date and time on which their application was submitted to CHA; whether the applicant is an All-Chitimacha Family, a Chitimacha Family, or an Essential Family; the number of Tribal member children in the household; and the number of Tribal member adults in the household.
    3. CHA will regularly update the waiting list and at least once per month.
  1. CHA Preferences. The CHA adopts the following preference order for available units under this Program. When a home becomes available, it will be offered according to the following factors in the order they are presented below:
     1. First, to the All-Chitimacha Families who (1) submitted their application at the earliest date and time and (2) have the greatest number of Tribal member children in the household;
     2. Second, to the Chitimacha Families who (1) submitted their application at the earliest date and time and (2) have the greatest number of Tribal members in the household;
     3. Third, to the Essential Families who submitted their application at the earliest date and time.

## Annual Update to Waiting Lists

Waiting list Participants must update their application on a yearly basis or they will be removed and placed in the inactive file.

**SECTION 6: PARTICIPANT FILES**

1. **Filing Requirement**

All applications are filed as Active or Inactive.

1. **File Management**

When a Participant is placed on the waiting list, the application and all supporting documentation are maintained in the Active file. All participant files are organized alphabetically.

1. **Inactive File**

Participants who are determined to be ineligible, who fail to update their application annually, who purchase their homes, or who have been conveyed their homes at the end of the rental term are placed in the Inactive File, organized alphabetically by fiscal year. Inactive files will be set up in a database indicating the name, bedroom size, income, and application date.

1. **File Retention**

All Inactive Files are retained for a minimum of 3 years. In the event of home purchase, the files will be retained for the length of the leasehold mortgage.

1. **Inactive File Placement**

Participants will be placed in an inactive file when CHA has determined that the Participant is ineligible.

1. **Confidentiality**

Information contained in the CHA files is confidential. Only those with a need-to-know basis shall have the right to review the contents of client files. Staff is prohibited from discussing the contents of a Participant’s file with anyone other than CHA staff. Tribal officials who do not serve on or work directly for the CHA or BOC must have a court order to access Participant or occupant information unless the Participant or occupant has signed a consent to release the information to the requesting party.

**SECTION 7: CONDITIONS, ELIGIBILITY, AND PREFERENCES**

Participation in the ROOP Program is conditioned on the following requirements:

## Usual Conditions on Ownership of Property Interests

1. Only those who are eligible under the laws and customs of the Chitimacha Tribe to either lease Tribally owned land for residential purposes or own the improvements on such leased land, or who otherwise obtain the specific approval of the Chitimacha Tribal Council, shall be eligible to participate in the ROOP Program.
2. Non-Indian and non-member spouses may join in the application process and have their income and credit considered; however, non-Indian and non-member spouses may not inherit property pursuant to the Laws and Customs of the Chitimacha Tribe. Consequently, non-Indian and non-member spouses cannot be the sole applicant and cannot be designated as a beneficiary under the ROOP Program.
3. During the rental phase of the Program, if the Chitimacha Tribal member dies, then the non-Indian or non-member spouse cannot serve as a beneficiary and therefore cannot remain in possession of the rental home under the Use and Occupancy Agreement based solely on their status as the member’s spouse. In addition, if the Chitimacha Tribal member and the non-Indian or non-member divorce, then the non-Indian or non-member cannot acquire any interest in the Use and Occupancy Agreement.
4. If a Chitimacha Tribal member who holds a leasehold interest in a property dies, then the non-Indian or non-member spouse cannot inherit or otherwise acquire a property interest in the deceased member’s leasehold interest. Likewise, if the Chitimacha Tribal member and non-Indian divorce, then the leasehold interest cannot be conveyed or granted to the non-Indian or non-member spouse.

## Limited Exceptions to the Conditions on Ownership of Property Interests for non-Tribal or non-Indian Persons.

* 1. Essential Family

Notwithstanding the foregoing conditions in Section 7. I., an Essential Family may participate in the ROOP Program, subject to the following conditions:

* + 1. The non-Indian can only designate a Chitimacha Tribal member as a beneficiary;
    2. The non-Indian may only acquire a life estate in any leasehold and, upon the Participant’s death, the leasehold may only be acquired by a Chitimacha Tribal member.
  1. Non-Tribal Survivor of a Tribal Member Participant

Notwithstanding the foregoing conditions in Section 7. A., above, the Chitimacha Tribal Council may approve by resolution the request of a non-Indian or non-member spouse who survives a Chitimacha Tribal member Participant to occupy a property under an Use and Occupancy Agreement or acquire a life estate in a leasehold interest in the property, provided that the non-Indian or non-member spouse agrees in writing that he or she:

* + 1. Automatically relinquishes any property interest acquired if he or she remarries a non-Indian person, and the property interest relinquished shall be disposed of in accordance with the ROOP Program and applicable Tribal law;
    2. Cannot change the deceased Chitimacha Tribal member’s beneficiary designation(s);
    3. Can only designate a Chitimacha Tribal member as a beneficiary, which will be secondary to any beneficiary previously named by the deceased Chitimacha Tribal member;
    4. The non-Indian or non-member spouse agrees in writing that he or she will only acquire a life estate in a leasehold and that, upon death, the leasehold (including any remainderman therein) can only be acquired by a Chitimacha Tribal member.

The CHA shall ensure that any instrument conveying a leasehold to a non-Indian or non-member spouse gives effect to these limitations.

1. **Basic Eligibility Criteria**

## Principal Residence

The Participant must use the home awarded as his or her principal residence.



## Sufficient Income

The Participant family must have sufficient income to meet and maintain the Program’s financial obligations and be within the income limits established and approved by HUD annually, as described in Section 9 herein.

A household with Very Low Income (under or equal to 35% of the Median Family Income applied to the Tribe’s Indian Area, as determined and published annually by HUD) is not eligible to receive a home under the Program because their income is not sufficient to meet the and maintain the Program’s financial costs.

## 3. Employment Stability

For a Participant to be financially eligible for the ROOP Program, they must have at least two years of stable income and also demonstrate the ability to maintain at least their present level of income.

There is no required length of time that Participant must have held a position of employment to establish income stability and ability to maintain employment. However, Participants must explain any gaps in employment that span one or more months in the preceding two years and indicate if he or she was in school, in the military, on paternal leave, on medical leave, or otherwise on any other type of leave, providing documentation upon request supporting such claims.

## Ability to Enter into an Agreement

Participant must be at least 18 years of age, have the legal capacity to enter into a Use & Occupancy Agreement and be willing and able to meet all obligations of the Use & Occupancy Agreement.

## Use & Maintenance History

All Participants must have a satisfactory use and maintenance history, which may be documented by one of the following sources:

* + 1. References from persons who served as a landlord to the Participant within the previous 5 years;
    2. If no landlord reference is available or if multiple references offer conflicting accounts as to the Participant’s use and maintenance of the landlords’ property, then CHA should conduct an independent investigation based on public information and may, upon receipt of a Criminal History Background Check Release from the Participant, conduct a record check confirming no allegations, claims, or convictions against Participant concerning damage, theft, misuse, or other maintenance issues related to rental property.

## No History of Sexual Offenses or Fraud

As a part of their application, all Participants must submit a Criminal History Declaration Form that attests to whether any person within the Participant’s household:

* + - 1. Is a *“Lifetime Registrant”* on any registry of sexual offenders;
      2. Has been convicted of any felony level sexual offense;
      3. Has been convicted of any sexual offense (regardless of whether it is a felony or misdemeanor) committed against a minor or vulnerable person; and
      4. There have been any claims, allegations, or adjudications of fraud against them, including in connection with a HUD or NAHASDA program.
    1. If a Participant does not submit a Criminal History Declaration Form, then any person within the Participant’s household (who may reside in the property) must submit a Criminal Background Check Release authorizing CHA to conduct a criminal background check.

In addition, if CHA’s investigation reveals information that calls the veracity of a declaration into question, then any person within the Participant’s household must, upon CHA’s written request, submit a Criminal Background Check Release authorizing CHA to conduct a criminal background check as a condition of participating in the Program.

## Habits & Practices

A Participant must be of good character and possess habits and practices that promote safe, clean, and healthy homes. This also applies to Participant’s household members as they appear on the application or as they are requested to be added to the Use and Occupancy Agreement.

## Social Security Numbers

To be eligible, the families must disclose and the CHA must verify social security numbers for all family members.

* 1. F

## ederal Privacy Act Consent Form

Participants must sign the Federal Privacy Act Consent Form initially and each year thereafter until the option to purchase is exercised. Eligibility for admission or continued occupancy will be denied for failure to comply with the Privacy Act requirement.

**SECTION 8: INELIGIBILITY**

Although a Participant or occupant may meet the basic criteria for eligibility, various reasons can form the basis of a determination of ineligibility. Prior to placement in a home or receipt of services, CHA shall conduct a thorough screening and verification process.

## Reasons for Denial

The following does not represent an exhaustive list of reasons for a determination of ineligibility; however, it is illustrative of many common reasons for denying a Participant admission or continued occupancy.

1. Involuntary Terminations

Any Participant whose assistance was terminated by the CHA or who was evicted for nonpayment will be ineligible until they demonstrate one (1) year of satisfactory payments for housing which the CHA will verify from the applicant’s landlord.

1. Non-Indians

At no time will the Program allow occupancy by non-Indians unless they meet program qualifications and qualify as an “Essential Family”, as defined in Section 3, or assume an Use and Occupancy Agreement pursuant to Council approval as provided in Section 7.

1. Prior Misconduct, Abandonment, or Eviction

Individuals may be ineligible for participation in the Program if such individual:

1. Left any CHA-managed property in damaged or unsanitary condition;
2. Abandoned any CHA-managed dwelling home within the last three (3) years; or
3. Has been evicted from any property for violations that threatened the health, safety and welfare or peaceful enjoyment of others.
4. Ownership of Another Home.

Any individual that owns another home that is not subject to the Tribe’s regulatory authority (e.g., off-Reservation homes acquired on the open and private marketplace), regardless of the other home’s habitability, is ineligible to participate in the Program. Any individual that owns or leases another home that is subject to the Tribe’s regulatory authority (e.g., a lease or home acquired under a separate Tribal homeownership program), may only participate in the Program if they expressly agree that in order to occupy the Program property they must convey or relinquish their rights in the other home within six (6) months of the date of the Use and Occupancy Agreement.

1. Appearing on HUD’s List of Suspensions, Debarments, and Limited Denial of Participation.

Any individual that appears on HUD’s Limited Denial of Participation List or has been otherwise suspended or debarred from receiving services and/or benefits from HUD is ineligible to participate in the Program.

1. Crimes of a Sexual Nature

Any individual who is listed as a *“Lifetime Registrant”* on any register of sexual offenders shall be ineligible for any type of housing or rental assistance program. Additionally, any individual who is convicted of any felony level sexual offense or of any sexual offense against a minor or vulnerable person—regardless of his or her registration status on any sex offender registry—shall likewise be ineligible for any type of housing or rental assistance program.

The failure to disclose an individual’s status as a *“Lifetime Registrant”*, conviction of any felony level sexual offense, or conviction of sexual offense committed against a minor or vulnerable person at any time prior to or during the term of an Use and Occupancy Agreement is grounds for terminating the Use and Occupancy Agreement.

An individual who has been discharged and removed from a Sex Offender Registry Program shall be eligible to apply for Housing Assistance.

1. Fraud Concerning Any HUD Program

Any individual who has engaged in fraud in connection with a HUD program, or fails to disclose previously committed fraud in connection with any HUD program, shall be ineligible to participate in the Program. The failure to disclose previously committed fraud in connection with any HUD program is grounds for terminating the Occupancy & Use Agreement.

## Consideration of Derogatory Findings

The BOC may, in its discretion, deem an applicant eligible for the Program even if the CHA makes a limited number of derogatory findings under Sections 7 C. 3., 5., and/or 7. An applicant is categorically ineligible for the Program if CHA makes a derogatory finding under any other provision of Sections 7 or 8.

**SECTION 9: INCOME**

## Policy on Income Definitions

Consistent with 24 C.F.R. § 1000.10, the CHA will calculate the applicant’s income two ways: first, using the method for Section 8 housing described in 24 CFR Part 5 and second, using adjusted gross income as defined for reporting under IRS Form 1040. It is the policy of the CHA to use the definition of income that results in the highest income amount for the family.

## Income Tiers, Eligibility, and Applicability.

24 C.F.R. § 1000.128 requires the CHA to verify that the family is income eligible based on anticipated annual income. A family or household’s income not only dictates eligibility but also impacts the monthly rent they may be obligated to pay under the Program (as described in Sections 12 and 13.

A “Very Low Income” family is not eligible to receive a home under this Program. A Very Low Income Family has a household annual income that is under or equal to 35% of the Median Family Income that applies to the Tribe’s Indian Area, as determined and published annually by HUD in accordance with 24 C.F.R. § 1000.10.

A “low-income” family is eligible for participation in the Program. A low-income family has a household annual income that is under or equal to 80% of the Median Family Income that applies to the Tribe’s Indian Area, as determined and published annually by HUD in accordance with 24 C.F.R. § 1000.10.

A “moderate-income” family, also known as a non-low-income family, *may* be eligible for participation in the Program if the CHA determines and documents that there is a need for housing for the non-low-income family that cannot reasonably be met without assistance provided through participation in the Program. A moderate-income family has a household annual income that exceeds 80% of the Median Family Income that applies to the Tribe’s Indian Area, as determined and published annually by HUD in accordance with 24 C.F.R. § 1000.10. A moderate-income family’s participation is subject to availability of Program funds.

A family that is low-income at the time of application, but later becomes a moderate-income family, shall continue to be eligible for participation in the Program.

## Income Limits

As dictated by 24 C.F.R. § 1000.10, CHA will utilize the greater of the median income for St. Mary’s Parish, LA or the median income for the United States, as amended annually by HUD.

## Compensating Factors

If a Participant’s income does not meet or barely meets the minimum income requirements, the CHA may consider compensating factors to determine eligibility or income classification. There must be compelling factors documenting that the family would be able to fully meet the obligations of homeownership, such as, but not limited to, the following:

* 1. Documented family income from sources which are not counted towards computation of adjusted monthly income, e.g., per capita payments.
  2. The family’s ability to supplement income by providing its own food, fuel, or other necessities.
  3. Prior history indicating rental payments that exceed the CHA’s house payment.
  4. History of excellent repayment of all debt.
  5. Stable savings account.

The Participant will be required to sign a statement verifying that they are aware they are below income but that they feel able to meet and maintain the payment calculated by staff and pay for all maintenance expenses.

**SECTION 10: VERIFICATION**

All information that informs a recommendation or determination relative to the Program requires verification.

## Verifiable Information

All information must be verifiable. Efforts must be made to verify using the third-party approach.

## Verification of Annual Income

Anticipated annual family income for admission will be determined by staff by verifying income at the time of initial application and again within the 30 days before occupying a unit, if the initial verification is outside of this timeframe.

To remain on the waiting list, Participants must inform staff in writing of any changes in income, as they occur. Staff will reverify eligibility of the Participant based on any change of income. Should a Participant become ineligible based on a change in income, staff will notify the Participant in writing by certified mail that he no longer qualifies for admission to the Program.

## 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 complete, follow-ups to obtain such information are to be made and carried through to conclusion.

## Verification of Criminal Background

CHA must conduct a good faith investigation to verify the declarations made by a Participant in the Criminal History Declaration Form they submitted. For example:

* 1. CHA should utilize the Dru Sjodin National Sex Offender Database (https://www.nsopw.gov/) to determine whether any person in a Participant’s household is on a sex offender registry;
  2. CHA should conduct a search of publicly available records or information to assess the veracity of the declaration; and
  3. If CHA’s investigation reveals information that calls the veracity of a declaration into question, CHA may, upon receipt of a Criminal Background Check Release, conduct a criminal background investigation to determine whether the subject is a *“Lifetime Registrant”*, was convicted of a felony level sexual offense, was convicted of any sexual offense committed against a minor or vulnerable person, and/or has been the subject of any claims, allegations, or adjudications of fraud.

## If a Participant submits a Criminal Background Check Release for each member of their household (because they declined to submit a Criminal History Declaration Form), then CHA must conduct background checks to determine whether any person is a *“Lifetime Registrant”*, was convicted of a felony level sexual offense, was convicted of any sexual offense committed against a minor or vulnerable person, and/or has been the subject of any claims, allegations, or adjudications of fraud.

## Verification Summary

As verification of all necessary items for each application is completed, a summary of the verified information is to be prepared and filed in the Participant’s folder. This summary should cover at least the following:

* 1. Income eligibility as a low- or moderate- income family;
  2. Family status;
  3. Chitimacha enrollment;
  4. Other tribal enrollment;
  5. Clean background check, if applicable;
  6. Rent calculation;
  7. Whether the applicant has completed the Housing Counseling and Participant Education classes class, if such class is available and required by CHA; and
  8. Any other information or data that the CHA or its agent deems relevant.

## Board of Commissioner’s Verification Summary and Certification

BOC Verification Summary

In addition to completing and maintaining the record underlying the Verification Summary, the CHA must prepare a “BOC Verification Summary” that excludes, to the extent possible, any personal identifying information for the applicant and their household, such as names, dates of birth, and current addresses. CHA must assign a unique and anonymous identifier for each BOC Verification Summary.

BOC Verification Summary Certification

The direct supervisor for the CHA must certify that the information on the BOC Verification Summary accurately reflects the information on the original Verification Summary. To secure this certification, the CHA will submit the Verification Summary, its supporting record, and the BOC Verification Summary to his or her immediate supervisor for review and certification.

**SECTION 11: SELECTION**

## Process

## Applicants will be approved for the Program in accordance with the following process:

## The CHA will submit to the BOC the BOC Verification Summary, the BOC Verification Certification, and a recommendation to approve or deny the application.

## The BOC will consider the application at its next regular meeting. The BOC may approve or deny the application based on the BOC Verification Summary. Before making a decision, the BOC may also request additional information from the CHA that is relevant to making the approval decision (which does not include the applicant or their family’s identities).

## If the BOC requests further information, the CHA will endeavor to provide this information to the BOC for its next regular meeting where the BOC will again consider the application.

## If the BOC approves the application, the CHA will place the approved applicant on the waiting list in the order required by applying the criteria described in Section 5. The CHA will inform the applicant of the BOC’s decision and their placement by CHA on the waiting list.

## If the BOC denies the application, the CHA will inform the applicant by mail.

1. **Home Selection**

The process an applicant approved for the Program uses to select an available home is as follows:

CHA will provide written notice to the relevant Participant (as dictated by the appropriate waitlist) when a home is available for occupancy, together with an Use and Occupancy Agreement.

The Participant must inform CHA in writing of their decision to either accept or decline the home within fifteen (15) business days from the date they received notice of the home.

If the Participant provides a notice to accept the home, then the Participant must enter into an Use and Occupancy Agreement within fifteen (15) business days from the date they provided noticed. CHA may extend this deadline for good cause.

If the Participant declines the home or does not timely enter into an Use and Occupancy Agreement, then CHA must place the Participant back on the waitlist in accordance with the waitlist placement preferences.

# **SECTION 12: MONTHLY PAYMENT FOR LOW-INCOME FAMILIES**

This section describes the rental payments required during the rental phase of the program.

## Rent Payment for Low-Income Families

During the rental phase of the ROOP Program, low-income families will be charged the default monthly rent payment fixed by the BOC, subject to the following exception. If the fixed monthly rental payment exceeds 30 percent of the family’s adjusted income at initial occupancy, then the rental assessment for that family shall be capped at 30 percent of the family’s adjusted income. If the family’s income increases, then the monthly rental payment shall be adjusted to reflect the family’s income status.

The fixed default monthly rental payment is $450.00 (in the year 2023).

## Qualifying as Low-income

To be considered a low-income family, the family annual income at move-in must be under or at 80% of the HUD income limits published annually, as described in Section 9..

## Continued Occupancy

When a low-income family becomes moderate-income, the house payment may increase to the rate applicable for moderate-income Participants.

1. **Certification & Interim-Recertification**

During the rental phase of the program, staff will verify and certify a selected family’s composition, income, and continued eligibility prior to initial occupancy and at annual intervals or when the family provides notice of a change in income, whichever is sooner.

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# **SECTION 13: MONTHLY PAYMENT FOR MODERATE-INCOME FAMILIES**

## Rent Payment for Moderate Income Families

A moderate-income (or non-low-income) family must pay at least the default monthly rental payment fixed by the BOC. However, the BOC may fix a monthly rate for all moderate-income households that is at least equal to the debt service shown on the amortization schedule or, if the debt service does not exceed the monthly rental payment fixed for a low-income family, then the fair market rent for a similarly situated housing unit, as determined by the CHA in accordance with 24 C.F.R. § 1000.10. To apply a rate fixed for moderate-income households that is based on the debt service or fair market rate, the BOC must give advanced written notice of the rate and the date it will apply to the moderate-income households.

## Qualifying as Moderate Income

To be considered a moderate-income family, also referred to as non-low-income family, the family must have a need that cannot be met without IHBG assistance and qualify with the eligibility requirements cited in this Policy.

## Continued Occupancy

When a low-income family becomes moderate-income, the house payment will increase to the debt service in accordance with the amortization schedule and occupancy shall continue provided the family can demonstrate they have a need that cannot be reasonably be met without IHBG assistance.

1. **Certification & Interim-Recertification**

During the rental phase of the Program, staff will verify and certify a selected family’s composition, income, and continued eligibility prior to initial occupancy and at annual intervals or when the family provides notice of a change in income, whichever is sooner.

**SECTION 14: INTERIM RECERTIFICATION PROCESS**

1. **Recertification**

CHA will recertify income on interim bases when household income increases or in extreme circumstances decreases (e.g., unemployment, death, divorce, add a new occupant, etc.). It is a Participant’s responsibility to promptly report income changes.

## Release of Information

All adult family members (18 and older) shall provide appropriate authorizations for release of information so staff can perform verification.

## Adjustments; Limitations

* 1. Adjustments will be made only after a thorough review of the household’s anticipated income.
  2. An adjustment may result in an increase in rent that is consistent with these Program policies if a low-income household becomes a moderate-income household.
  3. Because this Program seeks to offer homeownership opportunity, adjustments resulting in a decrease in the rental payment will only be considered for very extreme circumstances (e.g., death, divorce, loss mental capacity) for a limited duration as determined by the CHA.
  4. If an adjustment reveals that a household has become Very Low Income, the household is not automatically ineligible to participate in the Program. However, their status as Very Low Income alone is not sufficient to justify reducing their rental payment. As with any Participant, a decrease in the rental payment will only be considered for very extreme circumstances for a limited duration determined by the CHA.
  5. Any rent modifications that result from income changes discovered during the annual recertification process will be backdated to the date of the change in income.

## Verification

All information submitted for the recertification process is to be verified.

PART 3 – OCCUPANCY

**SECTION 15: OCCUPANCY**

1. **Members of the Household**

Only the persons listed on the Use & Occupancy Agreement will be permitted to occupy the home. CHA must be immediately notified if changes to the household composition occur.

1. **Exclusive Use & Occupancy For Members of Household**

The premises is intended for the exclusive use and occupancy of those listed on the Use and Occupancy Agreement

1. **Occupancy Standards**

Homes shall be assigned in accordance with the Occupancy Standards and CHA Preference criteria specified in this Policy. The CHA 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 home sizes, etc.

|  |  |
| --- | --- |
| **Home Size (Number of Bedroom)** | **Number of Persons** |
| 1 BR | 1-2 |
| 2 BR | 1-4 |
| 3 BR | 1-6 |
| 4 BR | 1-8 |

*Note: The CHA may modify this chart as needed.*

1. **Use of the Home** 
   1. The Participant and the CHA are jointly responsible to the Tribe and future generations for ensuring that homes are used properly and are 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.
   3. Participants are responsible for all home repairs and are expected to perform necessary maintenance in a timely manner.
   4. Instances of serious abuse or misuse of a home by a Participant, or failure by the Participant to provide basic routine or non-routine maintenance, are causes for termination from the housing program.
   5. A condition for selection is that the family agrees to use the home as their principal residence or for at least nine months of the year during the term of the Use and Occupancy Agreement.
   6. To ensure that the home is used as a principal residence, a family or individual who owns or leases another home that is subject to the Tribe’s regulatory authority at the time they execute this Use and Occupancy Agreement may only occupy the Program home on the condition that they either convey or relinquish their right to the other home, and restore the underlying lands to their original condition, within six (6) months of the date they execute this Use and Occupancy Agreement.
2. **Home Business Use**

A Participant must request prior written approval from the CHA to operate a small home business in the home.

**SECTION 16: SECURITY, DAMAGE, AND CLEANING DEPOSIT**

## Condition of Premises

Participants in the CHA ROOP 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, operational or in good working order, good repair, safe, clean, and tenable condition, and accepts the same as is and with all faults, physical defects, or other conditions thereon. 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.

## Deposit

Any deposit required will be refunded to the Participant if the following conditions are met:

* 1. At termination of the Use & Occupancy Agreement , there is no damage to the property beyond normal wear and tear, no parts or household fixtures require replacement, and the property is in the same condition as when the Participant moved in, provided that, for purposes of this Program, “normal wear and tear” shall mean the natural or gradual deterioration that occurs when the property is used as a primary residence and does not include excessive and/or abusive use, misuse, negligence, accident, criminal vandalism, or theft, whether caused by Participant, a member of Participant’s household, a guest or invitee, or other third-parties or trespassers;
  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 Participant provides a written, signed letter to the CHA stating that the keys are lost);
  4. All debris, rubbish, and discards are placed in proper disposal containers; and
  5. Participant’s forwarding address is left with CHA.

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

If all conditions are met, the deposit or remainder thereof, if any, after any required cleaning and repair, will be refunded within 60 days. The check will be made payable to each person signing the Use & Occupancy Agreement as the lessees, and mailed to the forwarding address.

If the Participant exercises the option to purchase prior to the end of the rent-to-own period, the deposit will be applied to the purchase price as a credit.

# **SECTION 17: MOVE-IN PROCESS**

1. **Participants Must Complete Classes to Move In**

Participants who are the heads of household must take the Housing Counseling and Participant Education class, as identified by the CHA, before they can move into a home awarded to them.

1. **Move-In Inspection**

A Move-In Inspection will be conducted on the date of admission into the Program by the housing staff and the Participant to verify the home is in standard condition and is ready for occupancy. 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 both inspections forms the basis for determining whether or not the home is in the same condition as it was when it was first rented.

Documentation Requirements: A CHA 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 Housing Counselor must also sign the Move-In Inspection Form. Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs at the CHA’s expense. Any major deficiency must be corrected before occupancy can be permitted.

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.

Warranty Period: CHA warranties items that have been replaced or required major repairs before move-in for one year. These costs are not charged to the Participant. Any additional items reported during the warranty period which are not deemed a warranty item are items for which the Participant is solely responsible for the expense of repair or replacement. The one-year warranty period commences on the date of the Move-In Inspection documenting acceptance of occupancy.

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 Participant.

Participant Responsibility: The Participant is responsible for contacting the supplier or manufacturer directly when the Participant experiences problems with any of the items for which a warranty certificate has been provided. Participants are to be advised that the warranted certificate items do not include the cost for a service call and for the labor cost for repairs unless it is specifically noted in the warranty.

**SECTION 18: MOVE-OUT PROCESS**

Move-Out Inspection: A Move-Out Inspection will be conducted within 24 hours of obtaining legal possession of the home. 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 provides the basis for determining whether or not the home is in the same condition as it was when it was first rented except for normal wear and tear.

1. **Documentation Requirements:**

A CHA Move-Out 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. Housing staff must also sign the Move-Out Inspection Form.

1. **Punch List Items**

CHA will use the Move-Out Inspection Form to create an estimate for the cost of any repairs and issue any required work orders. The Participant is not responsible for any charges related to the repair of deficiencies due to normal wear and tear but is responsible for repair of deficiencies beyond normal wear and tear.

# **SECTION 19: MAINTENANCE**

1. **Responsibility**

The Participant will, at his sole expense, keep and maintain the leased premises, including the grounds, buildings, improvements, and appliances operational and in good working order, good repair, safe, clean, and sanitary at all times. The Participant shall make all necessary repairs for continued eligibility and occupancy. The CHA shall not be obligated to pay for or to provide any maintenance of the home other than the correction of warranty items within the CHA’s one-year warranty period.

1. **Notification**

Although the Participant is responsible for all maintenance, the Participant shall notify the CHA promptly of all known need for repairs and of any known unsafe conditions on the premises or grounds, which may either lead to damage the property or to injury to persons.

1. **Noncompliance**

Failure of the Participant to perform his maintenance obligations constitutes a breach of this policy and shall constitute grounds for termination of the Use and Occupancy Agreement and termination of program assistance. Alternatively, when the CHA determines that a breach has occurred, the CHA may require the Participant to agree to a plan of action to cure the breach and assure future compliance. The plan shall provide for maintenance work to be done within a reasonable time by the Participant in a good workmanlike manner in accordance with the applicable building code. If the Participant fails to comply, the CHA will terminate the Use and Occupancy Agreement and terminate program assistance.

1. **Threat to Health and Safety**

If the condition of the property creates a hazard to the life, health, or safety of the occupants or community at-large and the Participant fails to correct the deficiency in an expeditious manner, the CHA shall have the work done, and charge the cost thereof to the Participant or terminate the Use and Occupancy Agreement and terminate program assistance.

**SECTION 20: UTILITIES**

1. **Participant Responsibility**

The Participant shall be responsible for arranging and paying for all utility services required on the premises, including water, sewer, solid waste, and gas and electric charges. Promptly upon execution of the Use & Occupancy Agreement, the Participant shall furnish to the CHA evidence that all arrangements with the proper utility companies for commencing services in the Participant’s name have been completed.

1. **Noncompliance**

Failure on the part of the Participant to provide all the necessary utility services, including payment for utilities or deposits for utility services, during any part of the term of the Use & Occupancy Agreement constitutes grounds for immediate termination of the Use & Occupancy Agreement. When requested, Participants will have three (3) business days to provide evidence to the CHA that any or all of the services have been fully restored. Failure to comply will initiate a notice to vacate.

**SECTION 21: INSPECTION**

## Right of Inspection

CHA’s agents shall have the right, at all reasonable times during the term of tenancy and with reasonable prior written notice provided to the Participant, to enter the premises for the purposes of inspecting the premises and all buildings and improvements thereon to verify that the Participant is meeting his maintenance obligations and to provide maintenance counseling.



## Without Notice

CHA shall have the right to enter the Participant’s premises without prior notice if CHA reasonably believes that an emergency exists that requires such entrance. CHA will promptly notify the Participant in writing of the date, time, and purpose of such entry, and of the emergency which necessitated it.

## Frequency

Inspections will be conducted at least annually to ensure that the Participant is meeting his or her responsibility for providing routine and non-routine maintenance. In the event it is found that the Participant is not satisfactorily meeting the maintenance responsibilities, the CHA will follow the procedures described below:

* 1. New Participants (*i.e.*, Participants for less than 2 years)
     1. Schedule monthly inspections for at least the next three months after noncompliance is discovered.
     2. Upon a satisfactory determination that the Participant is meeting the maintenance obligations based on the monthly inspections conducted pursuant to Section 21(D)(1)(a) above, schedule further inspection every 3 months, every 6 months, or in any other reasonable amount of time as determined by CHA, giving due regard for the corrective action needed and the progress made by Participant to remedy the issue.
     3. Upon a satisfactory determination that the Participant is meeting his maintenance obligations, revert the scheduled inspection back to an annual basis.
  2. Existing Participants (*i.e.*, Participants for greater than 2 years)
     1. Schedule annual inspection. Upon a satisfactory determination that the Participant is meeting his maintenance obligations, schedule the next inspection for next year.
     2. Upon a dissatisfactory determination, apply appropriate level of scheduled inspections to ensure that corrected action has been taken. Depending on the severity, the CHA will prescribe a schedule accordingly.
     3. Upon a serious finding of non-compliance, follow procedure for new Participants.

## Corrective Action

Any items that are found to be missing or in need of repair, whether intentional or unintentional, are to be repaired or replaced at the Participant’s expense. The following procedure will be followed:

* 1. CHA will send a letter to the Participant indicating the corrective action the resident needs to make and the date by which the action must be taken.. The Participant will also be notified that if the Participant fails to take corrective action within the allotted time, the CHA will make the repair and charge the resident directly.
  2. On the date provided in the letter, the CHA will reinspect the home to verify that the repair has been made and no further action is necessary
  3. If the Participant has failed to make the repair, the CHA will make arrangements for the repairs to be made with labor and materials charged to the Participant. The CHA will schedule further inspections at intervals needed to ensure future compliance with CHA’s maintenance requirements.

## Noncompliance

Participant’s refusal to allow CHA to enter the premises and all buildings for regular or emergency inspections as described in this policy is a serious violation of the ROOP Program and shall constitute grounds to terminate the Use and Occupancy Agreement and program participation.

**SECTION 22: ALTERATIONS AND IMPROVEMENTS**

1. **Consent Required for Alterations and Improvements**

The Participant shall make no alterations to the buildings on the premises or construct any building or make other improvements on the premises without prior written consent of CHA.

1. **Standard of Alterations and Improvements**

All alterations, changes, and improvements built, constructed, or placed on the premises by the Participant must be performed by a licensed contractor and built to code, including any conditions imposed by federal regulations on HUD or NAHASDA programs. Exceptions include fixtures removable without damage to the premises. Removable personal property, shall, unless otherwise provided by written agreement between CHA and the Participant, be the property of CHA and remain on the premises at the expiration or earlier termination of the ROOP Program Agreement.

**SECTION 23: ASSIGNMENT AND SUBLETTING**

Subletting and assignment of the home is not permitted by the resident during the leasing period.

**SECTION 24: TRANSFERS**

Transfers will not be permitted.

**SECTION 25: CHA POLICIES**

Participants under the Program are subject to the policies of the CHA as they now exist or as they may hereafter be revised or addedto by the CHA. Violation of CHA policies constitutes grounds for termination of the Use & Occupancy Agreement.

**SECTION 26: RISK OF LOSS/INSURANCE**

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

1. CHA may provide fire and other peril insurance on the premisesduring the rental phase; however, non-low-income families must reimburse insurance cost to the CHA. CHA shall not be responsible for the loss of the Participant's personal property by fire, theft, or any other reason.
2. Once the Participant has exercised the option to purchase the property, it shall be the responsibility of the Participant/Homeowner to obtain hazard insurance sufficient in amount and kind as required by the CHA or lender. Homeowners are responsible for maintaining hazard insurance on their home at all times.
3. 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 CHA staff regarding insurance requirements.

**SECTION 27: FIRE & CASUALTY TO PROPERTY**

In the event the leased premises shall become untenable during the rental phase of the ROOP Program by reason of fire or other casualty, participation under the Use & Occupancy Agreement shall terminate and each party shall be relieved of all future liabilities hereunder.

**SECTION 28: PERSONAL PROPERTY**

All appliances provided with the home will remain the property of the CHA until such time as the CHA conveys the home or the Participant has purchased the home, whichever comes first.

**SECTION 29: ABANDONMENT OF PERSONAL PROPERTY**

Upon involuntary termination of a Use & Occupancy Agreement, the CHA may dispose of any item of personal property abandoned by the Participant in any manner deemed suitable by the CHA. Proceeds, if any, after such disposition, may be applied to the payment of amounts owed by the Participant to CHA.

**SECTION 30: ABANDONMENT**

1. If at any time during the term of the Use & Occupancy Agreement, the Participant abandons the premises or any part of the premises, CHA may, for the purpose of securing it and ensuring the safety of the public, 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, and may, at CHA's discretion, either: (1) as agent for the Participant, relet 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 reletting; or (2) recover possession of the premises in accordance with Tribal law.
2. If CHA's right of re-entry is exercised following abandonment of the premises by the Participant, then CHA may consider any personal property belonging to the Participant and left on the premises to also have been abandoned, in which case CHA may dispose of all such personal property in any manner CHA shall deem proper and is hereby relieved of all liability for doing so.
3. The CHA has the discretion to determine whether a premises or housing unit has been abandoned, provided that the determination is reasonable, factually supported, and furthers the purpose of the Program. As a guide, a premises may be deemed abandoned if no person with the right to occupy the housing unit utilizes the premises as their primary residence for thirty (30) consecutive days.

PART 4 – HOMEOWNERSHIP OPTIONS

There are two ways to achieve homeownership under this Program**:**

1. Exercise option to purchase prior to the term of the Use and Occupancy Agreement; or
2. Conveyance of the home at the end of the rent own period as reflected on the amortization schedule.

**SECTION 31: OPTION TO PURCHASE**

1. **Option to Purchase**

If a Participant chooses the option to purchase in a shorter period than that of the original purchase price schedule, the Participant must notify the CHA and request approval from the BOC. Prior notification ensures that the land lease documents are executed as required by the BIA and the Chitimacha Tribe.

1. **Approvals**

The request for the option to purchase must be approved by:

1. The CHA and the BOC, owner of the home; and
2. The Tribal Council, who will execute a residential lease with the requestor.
3. **Right to Continued Use and Occupancy Agreement**

Any Participant who does not qualify for financing of the home or elects not to exercise the option to purchase shall not, as a result thereof, lose the right to continue to lease the home for the remainder of the term or the right to exercise the option to purchase at a later time.

## Purchase Price

The Purchase Price of the home shall be set at an amount to be determined by the CHA based on construction cost amortized over 35 years, but costs will not exceed total development costs.

**SECTION 32: CONVEYANCE**

At the end of the rent to own period, if the Participant has made all monthly rental payments during the thirty-five (35) year term and has paid any other outstanding amounts owed to the CHA, the CHA will:

1. Submit a document to the BOC that confirms that the Participant has made all monthly rental payments and has no outstanding balance owing to the CHA;
2. Submit to the BOC a resolution that relinquishes CHA’s interest in the property and conveys the house and any relevant improvements to the Participant, subject only to those conditions that must be imposed by operation of the Program, Tribal law, or federal law; and.
3. Submit all information required to the Chitimacha Tribal Council for cancellation of the CHA lease and executing the residential lease with the Participant.

**SECTION 33: SUCCESSION FOR ROOP PROGRAM**

## Designation of Beneficiary

## A Participant who has not yet been conveyed the home may designate a beneficiary to succeed him or her in the Use and Occupancy Agreement in the event of the Participant’s death, provided that the requirements of this section are met.

## Applicability of Beneficiary

A beneficiary is only applicable when the Participant designates a qualifying beneficiary in writing with the CHA, is current in meeting all his obligations, and has lived in the home for at least two (2) years. The only circumstances upon which a beneficiary is considered is upon the death of the Participant.

## Death of Participant

Upon the death of the ROOP Participant, the Participant’s interest in the property may be transferred to a designated beneficiary pursuant to the Beneficiary Agreement. In addition to the requirements provided herein and irrespective of a Participant’s beneficiary designation, only an enrolled tribal member who is eligible under the laws and customs of the Chitimacha Tribe to obtain a land assignment and qualifies for the ROOP Program may be considered to assume the Participant’s interest in and obligations under the Use & Occupancy Agreement.

## D. Beneficiary

The CHA shall not be responsible for determining or designating the beneficiary. The Participant must designate in writing a beneficiary who is a qualifying adult enrolled Chitimacha Tribal member who complies with all of the following:

* 1. Is eligible and willing to assume all the obligations of the Use & Occupancy Agreement and exercise the option to purchase or be conveyed the property at expiration of the rent to own period as determined by the CHA;
  2. Is not an existing homeowner or a Participant in CHA’s ROOP Program;
  3. Is willing to pay all debt associated with the Use & Occupancy Agreement property; and
  4. Is willing to apply for assistance in the ROOP Program.

## No Designated Beneficiary

When the Participant has died and there is no designated beneficiary and there are no heads of households remaining, the CHA shall consider the Use & Occupancy Agreement as having been terminated by the Participant and will select another Participant from the waiting list.

## Remaining Family

Any person claiming to be an heir of the Participant who seeks to remove personal property from the deceased’s home must present a court order authorizing the person to enter and remove personal property from the premises.

# **SECTION 34: TERMINATION**

1. In the event of the default of any material provision of the ROOP Program Policy, the Admissions & Occupancy Policy, and the Use & Occupancy Agreement, the option to purchase shall terminate and be forfeited and CHA shall be entitled to possession of the premises. The Participant shall be given thirty (30) days written notice of any default or breach and shall have thirty (30) days from service of said notice within which to either cure or correct said breach or vacate the premises. If the Participant fails to cure the breach or vacate the premises within that thirty (30) day deadline, CHA may bring legal action before the Chitimacha Tribal Court for possession of the home.
2. With respect to any Notice provided, 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 at the time and place prescribed by the custodian of those records.
3. Grounds for termination of participation in the ROOP Program include any violation of the Use and Occupancy Agreement and/or applicable CHA policies. The following list is not intended to be comprehensive but to serve as a listing of typical serious violations warranting termination.
   1. The Participant fails to pay when due any rent or other payment required to be paid under this agreement.
   2. The Participant attempts to sell, transfer, or convey any interest in the right to acquire a home in violation of this Program.
   3. The Participant or any member of the Participant’s household has misrepresented or withheld material information in connection with the initial application of the Participant to participate in the ROOP Program or in connection with the initial determination of the adjusted monthly income of the family or any redetermination of adjusted monthly income.
   4. The Participant or any member of the Participant’s household fails to comply with all applicable building and housing codes.
   5. The Participant uses the home for any purpose other than as the principal residence of the Participant.

* 1. The Participant fails to convey or relinquish their interests in another home, and restore the underlying lands to their original condition, that are subject to the Tribe’s regulatory authority within six (6) months of executing the Use and Occupancy Agreement.
  2. The Participant fails to dispose of all ashes, garbage, rubbish, and other waste from the home in a sanitary and safe manner or in violation of the Housekeeping Standards cited in the Admission and Occupancy Policy.
  3. The Participant, any member of the Participant’s household, or any guest or other person who has been permitted to be on the premises destroys, defaces, damages or removes a fixture of the home or any part of the home.
  4. The Participant, any member of the Participant’s household, or any guest or other person who has been permitted to be on the premises by the Participant fails to use any electrical, plumbing, sanitary, heating, ventilating, air-conditioning, or other facilities or appurtenances in a reasonable manner.
  5. The Participant, any member of the Participant’s household, or any guest or other person who has been permitted to be on the premises by the Participant engages in any criminal activity or other activity that threatens the health or safety of any other person while on or near the Participant’s premises.
  6. The Participant maintains or allows any condition which threatens the health or safety of persons who are members of the Participant’s household or persons residing in the vicinity of the Participant or any member of the public.
  7. The Participant fails to provide needed repairs or necessary maintenance to the home or fails to keep and use the home in a clean and safe condition.
  8. The Participant fails to comply with the policies and the rules and regulations of the CHA as now in effect or as hereafter amended.
  9. The Participant fails to comply with or abide by any agreement entered into between the CHA and the Participant to cure a breach or default under this Policy or the Use & Occupancy Agreement or fails to comply with or abide by any decision on an appeal filed by the Participant in which terms or conditions are imposed on the Participant for the cure of a breach or default under the Use & Occupancy Agreement and the ROOP Program Policy.

**SECTION 35: NOTICES**

Any notices or demand to be given, served, or made shall be validly and sufficiently given, served, or made, if from the CHA to the Participant, if the same is deposited in the United States mail by certified mail, return receipt requested, postage prepaid, and addressed to the Participant at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and, if from the Participant to the CHA, if the same is deposited in the United States Mail by certified mail, return receipt requested, postage prepaid, and addressed to the CHA at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The service of such notice shall be deemed complete by the deposit thereof in the United States Mail in the manner described in this section. Either party may by notice to the other in writing, designate a different address to which notices shall be sent.

**SECTION 36: WAIVERS**

No waiver by the CHA of any term, covenant, or condition of this Policy shall be construed as a continuing waiver thereof, nor 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.