STOCKBRIDGE-MUNSEE COMMUNITY, DIVISION OF COMMUNITY HOUSING

ADMISSION AND OCCUPANCY POLICIES FOR LOW-INCOME RENTAL PROGRAM (APARTMENTS)

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I. DEFINITIONS

A. Adjusted Income: See, Section V of this policy for adjustments to income.

B. Dependent: means a person (other than the head of household or spouse) who is either a child under 18-years of age OR is an adult who is the subject of a guardianship order.
   1. A dependent who is temporarily absent from the unit due to an out-of-home placement will continue to be counted as a member of the household for up to 6-months for purposes of determining unit size; however, modifications to the income adjustment will be effective upon the start of the placement.
   2. A child placed into a household will be counted as a member of that household once the placement is for 1-month or longer.
   3. Evidence of custody or placement arrangements are subject to verification in form of court documentation or by a notarized certification documenting the placement.

C. Drug-Related Criminal Activity: means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as such term is defined in 21 U.S.C. 802) or of drug paraphernalia.

D. Elderly: means a person who is at least 62 years of age.

E. Elderly Families and Near-Elderly Families: means a family whose head of household (or his or her spouse), or whose sole member, is an elderly person or a near-elderly person or near-elderly persons living together. It may also include 1 or more persons essential to their care or well-being, if authorized under the Stockbridge-Munsee Community's housing plan.

F. Family: includes, but is not limited to, a family with or without dependents, an elderly family, a near-elderly family, a disabled family or a single person.
   1. An Indian family is a family where either the head of the household, spouse or sole member is an Indian.
   2. A disabled family is a family where either the head of the household, spouse or sole member is a person with a disability.

G. Grossly Unsanitary, Hazardous Housekeeping or Hoarding: This category does not include tenants whose housekeeping is found to be superficially unclean or the lack of orderliness, such as those where conditions do not create a health and safety problem, do not result in damage to or deterioration of the premises, and do not adversely affect the peaceful occupancy of neighbors. However, this category **does** include, but is not limited to:
   1. Generally creating any health or safety hazard through acts or neglect;
   2. Causing any health or safety hazard through misuse of the premises and equipment, if the family is responsible for such hazard, damage or misuse;
   3. Causing or permitting infestation, foul odors or other problems injurious to other person's health, welfare or enjoyment of the premises;
   4. Disposing of or depositing garbage improperly;
   5. Failing to use, in a reasonable and proper manner, all utilities, facilities, services, appliances and equipment within the dwelling unit;
   6. Failing to maintain the dwelling unit in a good and clean condition;
   7. Failing to maintain the property (yard, driveway) of the dwelling in a good and clean condition;
   8. Any other conduct or neglect which could result in health or safety problems or in damage to the premises;
   9. Acquiring so many items that the tenant is unable to use the unit as a viable living space, or so that it presents a fire hazard due to blocked exits or stacked items, or so emergency services personnel are unable to enter a unit to provide services; OR
   10. Allowing acquired items to cover the floors, counters, heating registers, outlets, walls, appliances, fixtures, etc., in a manner that prevents a proper inspection of a unit, prevents maintenance of the unit or prevents pest control services. All units must have all areas of the unit easily accessible and visible for all inspections and for fire safety purposes.

H. Income: is established pursuant to Section IV of this policy.

I. Indian: any person who is a member of a federally-recognized Indian tribe.

J. Maximum/Ceiling Rent: is the highest amount of rent a low income tenant will pay as long as this amount is not more than 30% of adjusted annual income of the household. Maximum/ceiling rent is set and approved by the Mohican Housing Commission.

K. Minimum Rent is the least amount of rent a tenant will pay as long as this amount is not less

than zero dollars nor more than 30% of adjusted annual income of the household income. Minimum rent is set and approved by the Mohican Housing Commission.

L. Near-Elderly: means a person who is at least 55 years of age and less than 62 years of age.

M. Normal Wear and Tear: is the deterioration that occurs based upon normal use for which the dwelling unit was intended, without negligence, carelessness, accident, abuse, or intentional damage of the premises/equipment (of the DCH) by the tenant. This is also referred to as deterioration from normal and ordinary usage. The cost of repairs, resulting from "Normal Wear and Tear," shall NOT be charged to the tenant. The DCH shall bear these costs.

1. The type of damage the DCH is likely to consider Normal Wear and Tear includes but is not limited to:
    a. Basic cleaning and repainting;
    b. Routine uses of the property; or
    c. Effects of normal aging.
2. The following types of damage are NOT considered to be Normal Wear and Tear:
    a. Damage due to carelessness;
    b. Damage due to abuse and mistreatment;
    c. Damage due to lease violations; or
    d. Failure to prevent further damage.

N. Person with Disabilities: means a person who:

1. means a person who:
    a. has a disability, as defined in 42 U.S.C. 423;
    b. is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment which-
        i. is expected to be of long-continued and indefinite duration;
        ii. substantially impedes his or her ability to live independently; and
        iii. is of such a nature that such ability could be improved by more suitable housing conditions; OR
    c. Has a developmental disability as defined in 42 U.S.C. 6001.
2. Such term shall not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
3. For purposes of qualifying for low-income housing, no individual shall be considered a person with disabilities solely on the basis of any drug or alcohol dependence.
4. For purposes of reasonable accommodation and program accessibility for persons with disabilities, it means 'individual with handicaps' as defined in 24 CFR 8.3.
5. For persons who do not receive social security benefits or SSI based on a disability, a doctor's certification as to the degree and possible length of such disability shall be required.

O. Premises: refers to the building or development where the housing unit is located, including all DCH common areas and grounds.

P. Principal Residence: A unit is considered to be a person's principal residence so long as the unit is occupied by the person at least 10 months of any 12-month period.

Q. Rent: a tenant's monthly rental charge is established pursuant to Section VII of this policy.

R. Tribe: refers to the Stockbridge-Munsee Community.

S. Utility Allowance: is an amount determined by the DCH that each tenant, except Elders/Near Elders, will have deducted from the monthly rent charge based on the size of the apartment. A utility allowance is granted to assist tenants with the cost of an electric bill.

T. Violent Criminal Activity: refers to criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

II. ELIGIBILITY FOR ADMISSION AND OCCUPANCY

A. **Application.** An individual must submit a complete application in order to be considered for tenancy through the Stockbridge-Munsee Community's Division of Community Housing (DCH).

1. **Complete Application:** Applicants will be required to submit the following materials in order to have a complete application with the DCH:
    a. application form and supporting forms;
    b. copy of social security cards for every person listed on the application;
    c. birth certificates for all persons under 18 years old (DCH does not need to keep a copy of the certificate, but will need to review document);
    d. enrollment verification for the applicant; and
    e. custody/placement verification for all persons under 18 years old.
2. **Use as Principal Residence:** All persons who will use the unit as their principal residence must be listed on the application.[1]
3. **Background Investigation:** The DCH reserves the right to conduct a criminal background investigation on any applicant/tenant for the purpose of screening, lease enforcement and eviction actions as permitted under law (24 CFR §1000.152).
    a. DCH prohibits the admission of persons who are currently engaging in or have engaged in the following activity within two (2) years before the admission decision:
        i. Drug-related criminal activity;
        ii. Violent criminal activity;

[1] *Legislative Note:* Dependents are not required to use the unit as their principal residence so long as they reside in it at least 50% of the time or absences are temporary. *See*, Section I.B. and Section XIII.C.

iii. Other criminal activity that would threaten the health, safety or right of peaceful enjoyment of the premises by other residents; OR

iv. Other criminal activity that would threaten the health or safety of the Tribe and its officials or employees.

b. Such records will be kept under lock and key in files separate from other housing records.

c. Access to such records shall be limited to the Housing Director and his/her designee for authorized purposes.

4. **Registered Sex Offender:** Any person who is the subject of a lifetime registration requirement under a State sex offender registration program will not be eligible for housing, except in the following circumstances.

   a. If a current tenant or household member engages in actions that results in a lifetime registration as a sex offender, then that person must vacate the unit within 60-days.

   b. Any tribal member may submit a request to the Tribal Council to have this ban on eligibility for housing due to a lifetime registration as a sex offender waived. Such a waiver is at the Tribal Council's discretion and must be granted by Tribal Council motion.

5. **Prior Eviction for Drug-Related Criminal Activity:** An applicant previously evicted[2] by the DCH for drug-related criminal activity will not be eligible for any type of housing for five (5) years after the eviction and:

   a. the applicant can show that he/she has completed a drug rehabilitation program; or

   b. the applicant can show that the circumstances that led to the eviction no longer exist (for example, the household member who engaged in the prior criminal activity is now in prison or no longer a part of the household).

6. All incomplete applications will be returned to the applicant. It is the applicant's responsibility to complete the application in its entirety.

7. All applications that are rejected or withdrawn will be disposed of in 60-days from the date of rejection or withdrawal.

8. Applicants who provide false information on their application will be barred from submitting a new application for at least 60-days from the date the application was rejected for containing false information.

9. Applicants must cure all outstanding debts owed to the DCH and judgments owed to the Tribe before an application will be considered.

B. **Eligibility.** To be eligible for admission, an applicant must be an income eligible Indian family, except as otherwise stated in this policy and must meet the requirements set forth herein.

[2] *Legislative Note:* Applicants whose lease was not renewed by the DCH due to drug-related criminal activity will also not be eligible for any type of housing for five (5) yrs after the non-renewal in accordance with this provision. *See*, Section III.B.1.e.

1. **<u>Qualify Financially as a Low Income Indian Family:</u>**
    a. Qualify financially or be considered Low Income: To be financially eligible the applicant family's income must not exceed National (United States) 80 percent Median Family Income Limits in place at the time of initial occupancy. The current income guidelines will be posted in the Housing Office.
    b. To qualify as an Indian Family for admission and occupancy the family must meet one of the preference selections listed in Section III.A., of this policy and as listed in the Indian Housing Plan.
2. **<u>A Non-Indian Family may receive housing assistance on the Stockbridge-Munsee Reservation or Indian area if:</u>**
    1. the non-Indian family's housing needs cannot be reasonably met without such assistance and the recipient determines that the presence of that family on the reservation or Indian area is essential to the well-being of Indian families, and/or
    2. is in accordance with the Indian Housing Plan.
3. **<u>A Non Low-income Indian Family may receive housing assistance</u>** in accordance with the federal regulations (24 CFR §§ 1000.110 and 1000.130). These regulations include the following requirements.
    a. A family that was low-income at the time of initial occupancy may continue receive housing assistance, consistent with these policies, if the family subsequently has an increase in income and no longer is low-income.
    b. Non-low-income Indian families may receive housing assistance if it is determined that they have a housing need that cannot be reasonably met without such assistance.
    c. Non-low-income Indian families shall not receive the same benefits as provided to low-income Indian families.
        i. The DCH Staff may select a non-low-income tribal member to occupy a low-income apartment when there is no other person on the waiting list that meets the financial or other qualifications.
        ii. The amount of payment assistance that the selected family receives cannot be less than that determined based on the formula described in Section V.A.2.c., but need not exceed the fair market value of the rent.
        iii. The non-low-income Indian family shall be responsible to pay for the cost of electricity, heat, water and sewer services.
        iv. The non-low-income Indian family shall be required to vacate the premises when there is an income and preference qualifying family on the waiting list for housing so that the DCH may provide housing for such a family.
            (1) The family will be notified of this requirement in orientation.

(2) The family will have 90-days to vacate the premises.
(3) If the family fails to vacate the premises within 90 days the DCH shall issue an eviction notice and begin the formal eviction process. Evictions are processed in the Stockbridge-Munsee Tribal Court.

III. TENANT SELECTION

A. Preference:

1. Preference for selection of tenants will be given to Stockbridge-Munsee Tribal members and other Indian families as permitted under federal law (24 CFR §1000.120).
2. Preference selection is applied based on the following order:
    a. Enrolled Stockbridge-Munsee Elders have first preference for all one (1) bedroom apartments.
    b. Enrolled member of Stockbridge-Munsee Community
    c. Verified First generation Stockbridge-Munsee Community descendant
    d. Verified Second generation Stockbridge-Munsee Community descendant
    e. Other verified Enrolled Indian families

B. Denial:

1. An applicant may be denied housing for the following reasons:
    a. a poor report from a previous landlord, including DCH;
        i. The following factors are considered in determining a poor report:
            a) poor payment history;
            b) grossly unsanitary or hazardous housekeeping (see definition);
            c) damages to the premises by the tenant/applicant or their household or guests;
            d) past use of the premises in a manner that threatens the health, safety or right to peaceful enjoyment of the premises by residents; or
            e) other specific reasons from the previous landlord as to why he/she would not rent to the family/applicant again if such reasons would also violate DCH policies.
        ii. A previous poor report will not be considered if an applicant can prove three (3) current and consecutive years of good landlord report (s) up to the date of application.
        iii. Landlord reports from immediate family will not be considered.
    b. poor history with the DCH;
    c. providing false information on the application to the DCH;
    d. prior eviction or non-renewal of lease by DCH due to violations of tribal laws

or policies;

e. prior eviction or non-renewal of lease by DCH due to drug-related criminal activity within the past 5-years;
f. prior eviction due to criminal activity within the past 2-years;
g. Convictions for any criminal activity, including, but not limited to, alcohol and/or drugs and crimes against persons. Convictions will be reviewed on a case by case basis based on the severity of the crime, the number of convictions and when the convictions occurred.

2. Applicants who are denied housing will be notified promptly and the reason for rejection will be listed. Denied applicants will be removed from the waiting list and will be required to submit a new application. Applicants must wait at least 60 days before submitting a new application after an application is denied.

C. Waiting List:

1. **General:** The DCH shall keep a written list of applicants requesting housing based on the date each complete application is received.
   a. There will be a separate list of applicants for each apartment size and an applicant may be listed on more than one list.
   b. All applications will be reviewed when a unit becomes available.
   c. A family or tenant will be selected for occupancy by the DCH Staff.
   d. At the time of selection, the DCH Staff will make a 1st choice and an alternate selection.
2. The waiting list will consist of the following information: date/time complete application received; the applicant's name, financial qualifications, family size, and preference status; previous landlord report(s); and results of criminal background investigation. This document is not posted – the posted list will only contain the information identified under subsection III.C.10.
3. Elderly persons/families, person with disabilities, and near elder persons (defined in Section I), will be given preference to occupy units specifically built for elderly or disabled families.
   a. Elders and near-elders shall have highest priority; except, persons with disabilities shall have highest priority for units built for disabled persons.
   b. When an elder or near-elder (who is not a person with a disability) occupies a unit built for a person with a disability and an applicant is a person with a disability who has need for the unit, then the elder or near-elder may be required move into vacant unit in the same building so that the person with a disability can move into the unit that is built for a disabled person.
4. Applicants who are current DCH tenants in good-standing and have applied so that they can be transferred to different unit, will have higher priority to receive the unit than a new applicant so long as otherwise eligible to receive the unit.

5. The applicant will be selected for a vacant unit based on the following criteria:
    a. preference status (See, Section III.A),
    b. type of unit,
    c. financial qualifications at the time of selection,
    d. results of criminal background investigation,
    e. landlord report,
    f. family size, and
    g. date/time application received.
6. Requests for updated information will be sent to each applicant on the waiting list for a vacant unit size.
    a. The applicant will be required to return updated information by a "specific date".
    b. Any applicant not returning information by the date specified will be removed from that waiting list.
    c. A record will be made in the file as to the reason why the application was removed from the list.
    d. All applicants who are removed and wish to be placed back on the waiting list must complete a new application.
    e. The new application will be added on the waiting list by the date it is received.
7. Applications that are not complete will not be put on the waiting list until completed.
8. Any applicant that owes money to the DCH or has a judgment for money owed to the Stockbridge-Munsee Community will not be put on the waiting list until the account is paid in full.
9. Any applicant already on the list that ends up in litigation over money owed to the DCH will NOT be removed from the waiting list until litigation is settled and there is verification that this applicant owes money to the DCH. The applicant will be offered a time period to pay off the debt. The applicant will be put back on the waiting list based on the date that the debt is paid in full.
10. All waiting lists for low-income housing will be assigned a number and posted in the DCH office by application number, date and time. No names will be publically listed in order to protect the privacy of applicants.

D. Notification of Selection:

1. When an applicant is chosen to fill a vacant unit:
    a. The applicant will be given five (5) working days to respond as to whether or not they accept the unit offered.
    b. If no response is received, the originally selected applicant will then be moved to the bottom of the waiting list for not responding and the unit will be offered to the alternate selected.
    c. The alternate will be given the same time period in which to reply with an

acceptance or denial of unit.

2. Once an applicant accepts the offered unit, the applicant will be required to occupy the unit within thirty (30) days of the date accepted or within thirty (30) days after construction or rehabilitation is complete, if the unit was under construction or being rehabilitated when the applicant accepted.
3. If a chosen applicant rejects the unit offered within the five (5) working days, the rejection will be recorded on the application and on the waiting list, as well as any reason that was given why the unit was refused. The applicant will be moved to the bottom of the waiting list and the alternate will be offered the apartment.
4. If no response is received from the alternate within the five (5) working days, the alternate will be moved to the bottom of the waiting list. The information will be recorded that a response was not received.
5. The staff will then be required to select another applicant from the waiting list.

IV. DEFINITION OF INCOME:

A. The term "income" means annual income from **all** sources of each member of the household, which includes, but is not limited to:

1. Wages, salaries, tips, commissions, etc.;
    a. Wages from temporary employment will only be considered for the purposes of calculating income after the first 90 calendar days of such employment.
2. All Self-employment income;
3. Interest, dividends, net rental income, or income from estates or trusts;
4. Social Security or railroad retirement;
5. Supplemental Security Income, Aid to Families with Dependent children, or other public assistance or public welfare programs;
6. Retirement, survivor, or disability pensions; and
7. Any other sources of income received regularly, including Veterans' (VA) payments (not including disability benefits paid by VA or as otherwise excluded), unemployment compensation, child support and alimony; and
8. Per capita payments derived from tribal gaming revenues in excess of $1,200.00 annually.

B. The following amounts may **NOT** be considered as income:

1. Any amounts not actually received by the family.
2. Any amounts that would be eligible for exclusion under 42 U.S.C. 1382b (available at the DCH Office).
3. Any amount received by any member of the family as disability compensation under 38 U.S.C. Chapter 11, or dependency and indemnity compensation under chapter 13 of such title. This relates to amounts received from the VA by a family for service-related disabilities or a member of the family, and survivor benefits.

4. Per capita payments derived from interests in trust lands or trust case settlements.
5. Any other amount excluded in accordance with the NAHASDA Program Guidance 2013-05(R), Calculating Annual Income for Purposes of Eligibility under NAHASDA (available at the DCH Office).

V. DEFINITION OF ADJUSTED INCOME:

A. The term "adjusted income" means the annual income that remains after excluding the following amounts:

1. Dependents, Students, and persons with disabilities - $480.00 for each member of the family residing in the household (other than the head of household or the spouse of the head of the household):
    a. who is under 18 years of age;
    b. who is the subject of an adult guardianship; or
    c. who is (i) 18 years of age or older; and (ii) a person with disabilities or a full time student.
    d. For dependents who are the subject of a joint custody or placement arrangement, the income adjustment will apply as follows:
        i. A person with sole or primary placement is entitled to 100% of than income adjustment for that dependent.
        ii. Persons who have shared placement on a percentage basis are entitled to a percentage of the income adjustment for that dependent that is the same percentage as their share of placement.
2. Elderly, Near-Elderly and Disabled Families- $400.00 for an elderly, near-elderly or disabled family.
3. Medical and Attendant Expenses- The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of:
    a. medical expenses, in the case of an elderly or disabled family; and
    b. 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.
4. Childcare Expenses- Child care expenses, to the extent necessary to enable another member of the family to be employed or to further his/her education.
5. Earned Income of Minors - The amount of any earned income of any member of the family who is less than 18 years of age.
6. Travel Expenses- Excessive travel expenses, not to exceed $25.00 per family per week, for employment- or education- related travel.

VI. VERIFICATION OF INCOME

A. General:

1. All applicants and tenants shall be required to furnish accurate and complete income information to the Division of Community Housing in order to for the DCH to verify the source and amount of income as defined in Section IV.
2. It is the responsibility of all applicants and tenants to report ALL income, income increases and decreases and household composition; **failure to do so shall be grounds for termination of lease and result in eviction.**
3. All sources of income will be verified by using a signed authorization to release information from the applicant or tenant. Tenant or applicant may provide current check stubs or the DCH will contact employers or the source of income by: email, fax machine, U.S. Mail, phone or any other means to ensure accuracy.
4. Self-employed persons and persons claiming business income must provide a copy of their most recent year's income tax forms.
5. Any applicant or tenant found to misrepresent household income may be denied selection for an apartment or have a lease terminated for misrepresentation of income.
6. Any applicant or tenant that purposefully misrepresents household income will be charged retroactive rent to be effective on the first of the month that an income increase has taken place and will lose the 30-day grace period generally given for income increases.
7. Applicants and/or tenants shall provide such documentation as is necessary to support reported income. DCH shall retain such documentation in accordance with its normal document retention requirements.

B. Periodic Review:

1. Applicants and/or tenants are required to periodically verify their income in order to determine housing payments or continued occupancy (See, Section V).
2. Applicants and/or tenants must provide requested supporting documentation for this income verification.

VII. PAYMENT DETERMINATION

A. General:

1. All applicants and tenants agree to furnish accurate and complete information to the DCH, concerning; all family/household income, place of employment and all household composition for use in determining rental charges, to determine size of unit required, and whether or not an applicant is eligible or a tenant remains eligible for low rent housing.
2. **Rent** shall be:
    a. **Elders and disabled head of household**. All elder, near elder and disabled head of household, shall be charged rent which includes water & sewer,

electricity, and heat, not to exceed 30 percent of the adjusted income of the family/household.

b. **Non-elder/non-disabled head of household.** All non-elder non-disabled head of household shall be charged rent which includes heat and water & sewer only and not to exceed 30 percent of adjusted income. All non-elder tenants shall pay their own electricity bill.

c. **Non low-income tenants.**
   (1) The DCH will determine the fair market rent for the apartment based on prevailing rent amounts in Shawano County.
   (2) The DCH will use the following formula to determine the rent payment: the income of selected non low-income family divided by the income of family at 80% of median income with this total multiplied by rental payment of a family at 80% of median income.
   (3) If the resulting rental payment exceeds the fair market rent, the family shall only be required to pay the fair market rent.
   (4) The rent amount may exceed the 30% of family's adjusted income.
   (5) Non low-income tenants shall pay their own electricity, heat, water and sewer charges.

B. Determination of Monthly Rent:

1. The Division of Community Housing shall use all "expected" income (as defined in Section IV) of all household members in determining the amount of monthly rent.
2. Adjusted income, per Section V, will be calculated for each tenant.
3. Low-Income Households: For low-income households, the adjusted income of the household will be multiplied by 30% (0.3) and then divided by 12 OR may be divided by 40 (which is equal to 30%) to determine the amount of monthly rent to be charged.
4. The low-income tenant will pay DCH the larger of the following amounts as their monthly rent:
   a. 30% of the adjusted income, or
   b. the minimum rent as defined in Section I; **except that**
   c. the low income tenant will **not** pay more than the maximum/ceiling rent as defined in Section I.
5. Non Low-Income Households: For households that are not low-income, the monthly rent charged will be as described in Section II.B.3.b. and Section VII, of this policy.
6. Utility Allowance: Once the monthly rent charge is determined, and if applicable, a utility allowance as defined in Section I., will be deducted from the monthly rent charge. The deduction of this utility allowance does not result in a monthly rent that is less than zero.
7. The calculation of a monthly rent, less applicable utility allowance, may result in a monthly rent that is a zero balance. Rent determinations will never result in less than

zero.

C. Annual Income and Household Composition Recertification:

1. General:
    a. Tenants must recertify their income and household composition at least annually in order to maintain eligibility to be a DCH tenant.
    b. The annual recertification of income and household composition forms will be mailed to each tenant/head of household as close as possible to the annual date due.
    c. Tenants/heads of household will only be contacted twice to complete the annual income and household composition forms.
    d. If the required forms are not returned in the time period required, the DCH shall start immediate termination of the tenant's lease.
2. First Letter:
    a. The Tenant/head of household will be offered seven (7), days to complete and return the required annual recertification forms. This letter will contain the deadline date in which the forms must be returned.
    b. Every household member aged 18 years and older will be required to sign every form in the recertification packet and provide income information as requested.
    c. Every household member that receives any type of income will be required to provide the source of income, address and phone number of the source, including all employers.
    d. Failure of the tenant/head of household to provide copies of four (4) recent and consecutive payroll or other check stubs, will result in the DCH contacting the source or employer directly for income information.
    e. The first letter will warn the tenant/head of household that failure to return the recertification information by the deadline date will result in recommendation for eviction.
3. Second Letter:
    a. In the event the tenant/head of household fails to submit a timely response to the 1st letter, a 2nd letter will be sent.
    b. The Tenant/head of household will be offered five (5) additional working days to complete and return the required annual recertification forms. This letter will contain the deadline date in which the forms must be returned.
    c. Every household member aged 18 years and older will be required to sign every form in the recertification packet and provide income information as requested.

d. Every household member that receives any type of income will be required to provide the source of income, address and phone number of the source, including all employers.
e. Failure of the tenant/head of household to provide copies of four (4) recent and consecutive payroll or other check stubs, will result in the DCH contacting the source or employer directly for income information.
f. The second letter will be the **final notice** for the tenant/head of household to return the annual income and household composition recertification forms by a designated deadline date.
g. Failure to complete the annual income and household recertification forms by the deadline provided will result in the DCH initiating the eviction process.

4. The Tenant will be required to continue to pay rent during the time when an eviction is pending until the unit is vacated. Rent during this time will be at the rate of the maximum/ceiling rental rate set for the unit.

D. Rent Charge Adjustments:

1. General: All tenants will be required to complete an annual recertification of income and household. Rent as determined pursuant to occupancy or the annual recertification of income and household, will remain in effect for the period between annual re-certifications unless the tenant can show a change in circumstance that would require an interim recertification to take place.
2. The tenant will be notified of all rent charge adjustments in writing either mailed or hand-delivered to the tenant on a Rent Charge Adjustment form with a copy being kept in the tenant file.

E. Interim (or temporary) recertification: An interim recertification will be completed when:

1. **income decreases,** subject to verification as listed in Section VI;
   a. **Decrease** in income: A decrease in income must be reported in writing by the 15th of the month in order for an adjustment of the rent charge to take effect on the 1st day of the next month.
   b. Income or household changes reported after the 15th of the month may or may NOT be adjusted by the 1st of the next month pending verification of the reported change.
2. **income increases;** or
   a. All **income increases** must be reported within ten (10) days of the start of or change in employment or within ten (10) days of receiving any other type of income. Any increased rent charges will be effective the first day of the second month following the income change if it is verified that the increase was reported within the ten (10) day requirement.
   b. Failure to report increases of income within the ten (10) day requirement will

result in the tenant being denied the 30-day grace period before an increased rent payment takes effect.

c. Retroactive increased rent payments may be charged back to the month that the increased income was received or earned.

d. Failure to report increases of income can result in the termination of the dwelling lease.

3. **decrease or increase in household.**

   a. All increases or decreases in the number of persons in the household must be reported within ten (10) days of the occurrence.

   b. If the increase or decrease relates to household income, the above rules apply in relation to how and when a change in the rent rate becomes effective.

VIII. SECURITY DEPOSIT

A. General:

1. All tenants will be required to pay a security deposit. The amount will be determined by the Mohican Housing Commission.
2. Payment of the security deposit is to be made by the tenant prior to occupancy, unless other verified resources are obtained that will guarantee the payment, or a written payment agreement is approved by the DCH Director. If payment is made by verified source, such as an assistance program, that requires that the security deposit be repaid to that source, then DCH will add a note to the tenant's file to that effect.
3. The DCH will apply the security deposit against the following costs at the time of termination of tenants' lease: reimbursement of the cost of repairing any damages to the dwelling unit caused by the tenant, his or her household members or guests, and any rent or other charges owed by the Tenant. The tenant is responsible for payment of any such costs in excess of the security deposit.
4. The security deposit may not be applied towards payment or other charges while the tenant occupies a rental unit.
5. The Stockbridge-Munsee Community reserves the right to increase/decrease the amount of the security deposit. Any change in the amount of the security deposit will be made by action of the Mohican Housing Commission.

B. Refund:

1. The security deposit will be returned to the tenant after the Move-out Inspection Report is completed unless damages are found or the tenant has an unpaid balance on his or her account. Unused security deposit may be returned to another party if originally paid by another source and DCH informed of repayment requirements.
2. Refund of the security deposit will be reduced if tenant provides less than 30-day notice that he/she is vacating the rental unit. Reduction will be on a prorated basis.

3. Tenant will be provided a written accounting of any deductions taken from the security deposit.

IX. LEASE

A. General:

1. Prior to the tenant moving into a rental unit, the DCH will review the required Dwelling Lease in its entirety with applicant/tenant and it will be signed by both the tenant and the DCH Director.
2. The Dwelling Lease is for a term of up to 1-year from the move-in date.
    a. A term of less than 1-year may be used where appropriate, such as for a tenant with a questionable payment history and history of disruptive behavior.
    b. New tenants, with no prior tenant history, will be offered an initial lease that has a term of 6-months.
    c. If a term of less than 1-year is offered, then the DCH will inform the tenant of the term during the review of the Dwelling Lease and make sure the correct term is marked on the document.
3. The tenant will be notified in writing of any violations of the Dwelling Lease, DCH policies or applicable laws at any time during occupancy, as well as any corrective action required by the DCH to retain residency.
4. Violations of the Dwelling Lease can lead to non-renewal and/or termination of the Dwelling Lease.

B. Renewal and Non-Renewal:

1. Prior to the end of the term of a tenant's Dwelling Lease, DCH will review the tenant's history with the DCH and the eligibility criteria in relation to the tenant to determine whether renewal for the same term, renewal for a different term, or non-renewal is appropriate.
2. Renewal: When DCH intends to renew a Dwelling Lease, a copy of the new Dwelling Lease will be provided to the tenant prior to the end of the then current Dwelling Lease.
3. The new Dwelling Lease must be signed by the tenant and DCH before the end of the then current term.
4. **Failure of any Tenant to sign and renew the Dwelling Lease by the date required shall result in eviction.**
5. Non-Renewal.
    a. DCH may elect to not renew a Dwelling Lease when:
        1) A tenant has failed to comply with the terms of the Dwelling Lease, DCH policies or applicable laws;
        2) A tenant's eligibility status changes;
        3) A tenant has a poor tenant history with the DCH; or

4) It is in the best interests of the Stockbridge-Munsee Community to not renew the Dwelling Lease.

b. The DCH shall provide written notice at least 14-days prior written notice of the intent not to renew a Dwelling Lease and provide the tenant with an opportunity to review the relevant documents or information.

c. Tenants are required to vacate the rental unit by the end of the term of the then current Dwelling Lease if it is not renewed. DCH will provide written notice to the tenant of the date when the tenant will be required to vacate the unit and will begin to be charged maximum/ceiling rent if fail to vacate by that date.

d. Failure to vacate the unit by date required will result in an eviction action.

C. **Use of Apartment and Tenant Obligation:**

1. Tenant and family, other than dependents subject to joint custody arrangements, must use the apartment as their principal residence.
2. Any unit under suspicion of not being occupied will be monitored and tenant may have the Dwelling Lease terminated for failure to use the unit as the principal residence. This will allow the DCH to provide housing for another family on the waiting list.

D. **Termination of Lease by Tenant:**

1. The Dwelling Lease may be terminated by the tenant at any time by giving a thirty (30) day written notice to the DCH indicating the date on which the unit will be vacated.
2. Tenant agrees to leave the unit in a clean and good condition, reasonable wear and tear excepted, and to immediately return the keys to the DCH upon vacating the unit. Failure to return the keys upon completion of the move-out inspection shall result in a charge to tenant for new locks, a fee not less than fifty dollars ($50.00).
3. If the lease holder terminates the Dwelling Lease, then all household occupants will be required to vacate the unit at the same time the lease holder vacates the unit.
   a. The only exception to this requirement to vacate the unit is when another person in the household is the victim of domestic violence by the lease holder.
      i. If another person in the household is eligible to be a tenant, then that person may assume the Dwelling Lease as the lease holder.
      ii. If the other persons in the household are not eligible to assume the Dwelling Lease, then the victim and any dependents may remain in the unit for a grace period of up to the greater of the remainder of the normal term of the Dwelling Lease or 60-days after the date the Dwelling Lease is terminated.
   b. During the remainder of either the remaining term of the Dwelling Lease or the grace period, the normal rental charges and other terms shall be in effect.

All persons occupying the unit must comply with all tribal law and DCH policies and procedures.

E. **Termination of Lease by Landlord:**

1. The DCH will normally work with a tenant to resolve violations of the terms of the Dwelling Lease or violations of law or policy prior to terminating the Dwelling Lease. Depending on the severity of the violation, the DCH will typically provide two warnings. However, in the event of a non-payment of rent or a severe violation, the DCH may immediately begin the process to terminate a tenant's Dwelling Lease.
2. For Cause Termination: The DCH may terminate a tenant's Dwelling Lease for good cause, such as violations of terms of the Dwelling Lease or violations of law or policy. This includes, but is not limited to:
    a. non-payment of rent;
    b. non-payment of rent in a timely manner;
    c. serious or repeated interference with rights of others;
    d. serious or repeated damage to the premises;
    e. creation of a physical hazard;
    f. admitting unauthorized persons to live at the dwelling unit;
    g. not using the apartment as principal residence as defined in Section I;
    h. use of alcohol in a manner that threatens the health, safety or right to peaceful enjoyment of the premises by residents;
    i. drug-related criminal activity as defined in Section I;
    j. violent criminal activity as defined in Section I;
    k. being a threat to other residents: OR
    l. being a fugitive felon or parole violator.
3. Tenant shall be informed in writing of the specified reason(s) for the termination of the Dwelling Lease and the alleged facts upon which it is based.
4. Tenant will be charged for any costs connected to the termination/eviction, including, but not limited to, rental charges until the date the unit is vacated, court costs and costs to repair damage.
5. Death of Tenant: In the event of the death of the lease holder, the DCH will use the following approach.
    a. If another member of the deceased tenant's household is a Tribal member who is eligible to have a lease with the DCH, then that person will have an opportunity to assume the Dwelling Lease and be the lease holder for future leases.
        i. The person assuming the lease shall be liable to comply with all obligations and requirements under the lease and the policies, including payment obligations.
    b. If no member of the deceased tenant's household assumes the Dwelling Lease,

then the remaining members of the household may continue to occupy the apartment until the earlier of the following events: the end of the lease term or three (3) months,

i. The remaining members of the household must include at least one (1) adult who is identified as a contact person.
ii. The persons occupying the unit will be jointly and severally liable for all charges, including rental or repair costs, for the time that they occupy the unit. Rental charges will be at the maximum/ceiling rate for that unit.
iii. The persons remaining in the unit are liable to comply with all obligations and requirements for tenants under the lease and policies and, if they fail to do so, may be evicted prior to end of this authorization of occupancy.

c. In the event there are no other members of the deceased tenant's household:
   i. The deceased tenant's estate will have up to three (3) weeks to remove the tenant's possessions from the unit.
   ii. DCH will provide access to the unit to person(s) (or their designees) who are DCH's emergency contact for the tenant OR who are authorized to have access through the probate process.
   iii. Persons accessing the unit with DCH's assistance must sign a document that authorized to access and regarding purpose of access.

6. Vacating Unit: If DCH terminates the lease, then all occupants will be required to vacate the unit at the same time as the lease holder.
   a. If an occupant of the household is the victim of domestic violence by the lease holder or another member of the household, then ONLY that occupant and any custodial children may remain in the unit for a grace period of up to the greater of the remainder of the normal term of the Dwelling Lease or 60-days after the date the Dwelling Lease is terminated.
   b. During the grace period, the normal rental charges and other terms shall be in effect. All persons occupying the unit must comply with all tribal law and DCH policies and procedures.

X. RENTAL COLLECTIONS

A. Payment Due Date:

1. The elder and disabled tenant rent payments are due on the 5th of the month.
2. All other tenant rent payments are due on the 1st of the month.
3. The monthly rent charge will be prorated when initial occupancy takes place on any date other than the first day of the month. Rent may also be prorated upon separation of tenancy where appropriate.

B. Method of Payment:

1. Payments for rent can be made by using: cash, personal check, money order, payroll deduction, certified check, or any other resource that may assist any tenant with making payments.
2. A monthly late charge of $15.00 will be added to all accounts that are not paid by the 15th of each month.
3. Repeated failure to pay by designated due date will be grounds for termination of the lease which leads to eviction.
4. Tenants with a payroll withholding or up-to-date payment agreement will **not** be charged a late payment fee.

C. "Non-Sufficient Funds":

1. Any person or company issuing a check to the DCH for payment of rent, homes, repairs, copying, or for any purpose, shall be charged a $40.00 service fee, in addition to any bank or other lending institution fees charged to the DCH, if such check cannot be deposited by the DCH due to "non-sufficient funds" (NSF). In addition, the amount of the NSF check will be added back on to that account.
2. That person or company will then be notified of the NSF check in writing and given ten (10) calendar days to settle the account with cash or a money order. Any account not settled within the ten calendar days will be referred for legal action.
3. Any person or company that issues a second NSF check within one (1) year to DCH will be again charged the $40.00 service fee in addition to any bank or other lending institution fees. The amount of the NSF check will be added back on to that account. That person or company will then be placed on a "Cash or Money Order ONLY" basis before any payments will be accepted. The second NSF check shall be automatically turned over for legal action.
4. The DCH reserves the right to refuse personal checks.

D. Late Payment for Rent:

1. All <u>non-elder</u> tenants that have not paid rent on the 1st day of the month will be mailed a "Friendly Reminder" on or near the 5th day of the month, indicating the amount due and the month it applies to. This reminder will request payment or notice to the DCH as to when the payment can be expected.
2. All <u>Elder</u> tenants that have not paid rent by the 5th day of the month, will be mailed a "Friendly Reminder" on or near the 10th day of the month, indicating the amount due and the month it applies to. This reminder will request payment or notice to the DCH as to when the payment can be expected.
3. All accounts that have not been paid by the 14th day of the month or do not have a written payment agreement on file, will receive a letter/notice for eviction due to failure to pay.

4. All accounts not paid by the 15th day of the month, shall accrue a $15.00 per month late payment charge, except those accounts that are paid with a payroll withholding from an employer or other type of signed payment agreement.
5. All delinquent accounts will be referred for appropriate legal action, which may include collection and/or eviction, in Stockbridge-Munsee Tribal Court.

E. Payment Agreements:

1. Any tenant that is unable to make his/her payment for current charges when due, may request a payment agreement. Payment agreements between the tenant and the DCH shall be approved by the DCH Director.
    a. Only situations of extreme financial hardship may be considered as being a legitimate basis for a payment agreement.
    b. Examples are: unusual and/or unexpected family expenses, funeral expenses, high out-of-pocket medical costs, or a sudden loss of income.
    c. This does **NOT** include normal household expenses such as grocery bills, unpaid utility bills, charge cards, car payments, etc.
2. Payment agreements will be devised to cover all current rent charges with an additional cost to be applied toward any arrears. The length of time allowed to pay arrears shall be determined by the DCH Director with the assistance of the Administrative Assistant/Accountant, on a case by case situation, and based on the total amount due.
3. A payment agreement is a legal binding document. Failure to honor and follow any agreement for paying rent can lead to termination of the dwelling lease and eviction.

F. Vacated Accounts:

1. Any tenant that vacates or is evicted owing a balance will be sent a statement of charges as soon as possible specifying the amount of rent, damages and any other charges owed. The statement of charges shall state:
    a. The former tenant has 30 days to pay the owed amount in full or to make arrangements to pay balance owed.
    b. The former tenant will **not** be eligible to reapply for a rental unit or home with DCH until the balance is paid in full.
    c. If arrangements are not made within 30 days, the account will be forwarded to the Stockbridge-Munsee Legal Department for collection and the former tenant will be charged for all court costs.

XI. INSPECTION OF THE UNIT

A. General: The DCH reserves the right to inspect each unit every three to six (3-6) months, based on need. The DCH shall schedule an inspection of each unit a minimum of once each year or more often as needed. Each tenant/head of household will be sent only two (2)

notices to request the completion of the inspection. The tenant will be allowed to re-schedule the inspection only one time. An adult household member must be present during inspections unless the tenant provides DCH permission to enter the unit in advance of inspection. If a tenant has a pet, the pet must be contained, controlled or be removed from the unit during the inspection.

1. First Letter:
    a. The first letter will provide the tenant/head of household with the first date and time selected by the Housing Inspector to complete the inspection of the unit.
    b. The tenant or other household adult will be informed that they must be present for the inspection.
    c. If the tenant or other household adult fails to be present, and has not notified the DCH in a timely manner or requested a change in date, then the DCH will re-schedule the inspection.
    d. The tenant will be allowed to re-schedule the inspection based on need only one time. The tenant must notify the DCH **at least 24 (twenty-four) hours in advance of the need to re-schedule.**
2. Second Letter:
    a. If the DCH cannot complete the inspection after the 1st letter, then a 2nd letter will be provided to the tenant/head of household identifying a 2nd date and time selected by the Housing Inspector to complete the inspection of the unit.
    b. The tenant or other household adult will be required to be present.
    c. The tenant will be notified that this is the last request to complete the annual inspection of the unit.
    d. If the tenant or other household adult fails to be present on the 2nd date offered to complete the inspection and has failed to provide DCH with prior notice that they would not or could not be available on the said date, then DCH will **immediately** initiate the eviction process.

B. Grossly Unsanitary, Hazardous Housekeeping or Hoarding:

1. All units must have all areas (ex: floors, walls, counters, fixtures, heat registers, etc.) of the unit easily accessible and visible for an inspection.
2. If during any inspection, grossly unsanitary, hazardous housekeeping or hoarding conditions, as defined in Section I. Definitions, are found in any apartment, the tenant will be given 7 days to rectify the conditions.
3. After the 7 days, the unit will be re-inspected:
    a. If grossly unsanitary, hazardous housekeeping or hoarding conditions are found to be remedied, the tenant will be placed on a special inspection cycle to ensure that conditions do not reoccur.

i. DCH will use a 30-day inspection schedule for 6 months and, after the first 6 months, the tenant will be placed on a quarterly (every 3 months) inspection schedule for 6 months, then to a twice a year schedule for one year.

ii. If at any time during the inspections, grossly unsanitary, hazardous housekeeping or hoarding conditions are found, the 30-day inspection schedule starts over from the beginning.

b. If grossly unsanitary, hazardous housekeeping or hoarding conditions are found to NOT be remedied, then the tenant's lease will be terminated and the eviction process will begin.

C. **As-Needed Inspections:** DCH reserves the right to make such additional inspections as are needed by the circumstances. This includes inspections to ensure safety and welfare of all tenants, as well as the premises. Such inspections shall be at reasonable times and DCH shall provide at least 24-hours prior notice, except in situations involving an emergency or where the tenant consents.

D. **Pictures/Video:** The purpose of the inspection is to document the current condition of the unit. The DCH reserves the right to take pictures and/or video during all inspections. Such pictures/videos are to be used for business purposes, including to resolve any future disputes, and are not intended for public redistribution.

XII. OTHER CHARGES TO TENANTS

A. **Damages to units, property, buildings:** In the event that the DCH finds damages not caused by normal wear and tear (as defined in Section I) or damages that were deliberately caused or could have been avoided by the tenant, tenant's household, or guests, those damages will be repaired and the tenant will be charged for all costs relating to repairs.

B. **Maintenance services:** In the event that the DCH provides maintenance services for things not caused by normal wear and tear (as defined in Section I) or damages that were deliberately caused or could have been avoided by tenant, tenant's household or guests, the tenant will be charged for all costs relating to those repairs or services. Examples may be: toys or other objects removed from plugged drains or toilets, broken windows, torn screens, holes in walls, broken electrical outlets or fixtures, and other charges as determined by DCH.

C. **Pest Control:** DCH will provide pest control services on both a regularly-scheduled and on an as-needed basis. Tenants are not allowed to refuse this service. This is for the protection of all of our tenants.

1. Tenants will be provided at least 24-hour prior notice that DCH will be entering the unit to provide the service, unless it is an emergency situation or tenant consents.

Tenants need not be present to receive the service.

2. Tenants may be required to pay for additional pest control services that are required in excess of the DCH's regularly-scheduled services. The DCH Staff will determine if the needed services are above the regularly-scheduled services and if tenant will be charged based on the extent of additional services required.

D. **Other Charges**: Tenants shall be liable for other costs to DCH due to tenant's underlying actions. Such other charges that a tenant may incur include: costs to remove tenant's junk cars, pet control, street light replacement or any other verified damage/maintenance repairs.

E. **Collection of Other Charges:** All charges not paid by the tenant within a prescribed time period will be referred for legal action, which may be collection and/or eviction.

XIII. UNIT SIZE

A. In order to keep families from living in overcrowded conditions, occupancy will be normally limited to the following:

- 1-bedroom unit = 1-2 people
- 2-bedroom unit = 2-4 people
- 3-bedroom unit = 3-6 people
- 4-bedroom unit = 4-8 people

Household sizes must be appropriate to the size of the unit. The DCH reserves the right to review occupancy on a case by case basis to ensure that it is appropriate for a unit.

B. Elders may transfer between units of the same size upon their request and unit availability.

C. When a person applies or is selected for occupancy, the DCH will determine the size of the dwelling unit needed based on the recorded family size. Dependents shall be included in the calculation of family size for occupancy purposes so long as they reside in the unit at least 50% or more of the time.

D. If it is determined that the unit size is no longer appropriate to the tenant's needs, DCH may require the tenant to transfer to another unit.

1. Transfers may be required due to an increase or decrease in family size.
2. Tenants requesting to add persons to a household may be denied based on the size of the unit occupied.
3. Tenants requesting a transfer to another unit for any reason must put the request in writing with reason stated for the request. DCH may take transfers into consideration when a unit becomes available. Tenants shall not be transferred to a dwelling unit of equal size within a project unless renovations are being made. Transfers within projects may be made to accommodate family size for continued occupancy.

XIV. VISITORS AND GUESTS

A. General:

1. Tenants are allowed to have visitors and guests; however, **written permission** must be obtained from the DCH prior to a tenant allowing visitors and guests to remain in the unit longer than a two (2) week period.
2. Tenants who fail to request written permission for guests to stay longer than a two (2) week period may have the Dwelling Lease terminated and be evicted.
3. Any tenant allowing a visitor/guest to remain in the unit for more than two (2) weeks without the written consent of the DCH will be charged retroactive rent, where applicable, and may have the Dwelling Lease terminated.
4. All visitors and guests are required to refrain from illegal conduct on the premises, as well as to abide by tribal law and DCH policies. It is the leaseholder's responsibility to inform their visitors and guests of DCH rules and regulations, and tribal law.

XV. PET POLICY

A. The DCH does not permit tenants or their families to have pets of any type or species on the premises, EXCEPT, as provided herein in relation to tenants who are elders, near-elders, persons with a disability or who need a service or assistance animal.

1. Service animals are dogs that individually trained to do work or perform tasks for a person with a disability.
2. Assistance animals are: (a) animals whose function is to provide comfort or emotional support, or (b) animals other than dogs that assist with disability-related tasks. Assistance animals do not qualify as service animals.

B. Tenants are not permitted to pet-sit on the premises and are prohibited from having visitors who bring their pets (except trained service animals).

C. Pets and Elders or Near-Elders.

1. Tenants (or a member of their household) who are elders or near-elders and are capable of being responsible pet owners are permitted to have a pet in accordance with this policy.
2. The tenant will be limited to one (1) pet that is not more than 35 pounds.
    a. The limit on the size of the pet shall not apply to pets owned by current tenants prior to July 1, 2016.
    b. Weight limitations shall not apply to service or assistance animals.
3. Limits on the type of pet allowed in the unit may also apply, including, but not limited to, a prohibition on inherently dangerous pets, exotic pets, and on pet mice, rats, snakes and spiders.
4. Tenants may not have a water-filled aquarium that is larger than 5-gallons.

D. Service and Assistance Animals.

1. Tenants (or members of their family) who are a person with a disability or become a person with a disability may have a service animal or an assistance animal in their unit in accordance with the requirements of this policy.
2. Only the following tenants will be permitted to have an assistance animal:
    a. Elders or near-elders,
    b. Persons with a disability, or
    c. Persons who have a written recommendation for an assistance animal from a licensed health care professional.
3. Breed, size and weight limitations shall not be applicable to service or assistance animals.

E. Tenant Obligations in relation to Pets and Service or Assistance Animals.

1. The tenant will be responsible for the care of the pet and cleaning up after the pet.
2. Pet waste shall be properly disposed of in a sealed bag.
3. The tenant will take adequate precautions to eliminate any pet odors and maintain their unit in a sanitary condition at all times.
4. When outside of the unit, pets shall be leashed or under the owner's control at all times.
5. Tenants must control the noise from their pets so that it does not disturb the peaceful enjoyment of other tenants.
6. The tenant will be responsible for the cost of repairs and/or maintenance required, beyond normal wear and tear, due to the tenant's pet.
7. All tenants approved for a pet will be required to provide verification of rabies vaccination within the first thirty days of tenancy, along with evidence of pet registration with the Tribe's Public Safety Department. Tenants who fail to provide this verification within 30 days will be required to remove the pet from the unit immediately.
8. Tenants must comply with all requirements for keeping a pet under tribal law including the Public Peace and Good Order Ordinance (Chapter 16). DCH may refer complaints about the pet to law enforcement when appropriate.
9. The DCH reserves the right to conduct more frequent inspections for tenants with pets.
10. The DCH reserves the right to enter the unit and remove pets, such as dogs, that have been left unattended for more than 24-hours or if the unattended pet is causing a significant disturbance. Removed pets will be transferred to the proper authorities.

F. Pet Security Deposit. Tenants are required to pay a pet security deposit of $150.00 if they have a pet; EXCEPT, no pet security deposit is required for service or assistance animals

owned by a person with a disability.

G. Problem Animals. DCH reserves the right to revoke authorization for an animal that causes a disturbance and/or damage to the premises and have the animal removed from the premises/property.

H. Any tenant failing to abide by the Pet Policy shall have the Dwelling Lease terminated and will be evicted.

XVI. SATELLITE DISHES/ANTENNAS

A. Tenants are not authorized to make modifications to the unit, such as by installing equipment that is attached to the structure. With prior written permission from the DCH, tenants may be allowed to have a satellite dish or antenna installed that is not attached to the structure (e.g., attached to a pole).
   1. When move out occurs, the tenant will be responsible for the removal of item and making any required repairs.
   2. If the tenant fails to remove the item and make repairs, DCH will remove it and the tenant will be charged.

XVII. PARKING

A. Tenants in 1 and 2 bedroom units will ONLY be allowed to park up to a maximum of 2 vehicles in the on-site parking lot. Additional vehicles, including those of overnight visitors or guests, shall be immediately removed upon request.

B. DCH reserves the right to request that tenants shall identify vehicles owned/used by members of their household.

C. Parking allowed in the designated/marked parking areas only. The DCH may limit or assign parking spaces in front of buildings.

XVIII. ILLEGAL AND DISRUPTIVE ACTIVITIES

A. No tenant, member of a tenant's household or a guest, visitor or invitee of the tenant, may engage in illegal activity on the premises.

B. No tenant or member of a tenant's household shall engage in the following activities either ON OR OFF OF THE PREMISES:
   1. Drug-related criminal activity;
   2. Violent criminal activity; or
   3. That results in a lifetime registration requirement under a State sex offender registration program.

C. No tenant, member of a tenant's household or a guest, visitor or invitee of the tenant, may engage in activities on the premises that threatens the health, safety, or right of peaceful enjoyment of the premises by other residents. This prohibition includes, but is not limited to, a prohibition on engaging in a pattern of behavior, such as domestic violence or the abuse of alcohol, that results in such threats.

D. If a tenant, a member of a tenant's household or a guest, visitor or invitee of a tenant engages in illegal or disruptive activities, then the DCH may take appropriate action in response. Such action may include, but is not limited to, termination of the lease or the exclusion of the culpable household member.

XIX. COMPLAINTS AND GRIEVANCES

A. Complaints.

1. Individuals with complaints, including but not limited to complaints about the operations of the DCH, the condition of a unit or the premises, or issues with other tenants, should submit their complaints in writing to the DCH.
2. The DCH will keep a record of the complaint and track its progress through this complaint process.
3. DCH staff will investigate the complaint as appropriate. If complaint involves actions that are a violation of law, the complaint may be referred to law enforcement. Once the investigation is completed, the complaint and investigation results will be referred to the DCH Director.
4. The DCH Director will review the matter and determine what if any actions are warranted to address the complaint. If action is appropriate, the DCH Director shall take such actions as are appropriate to address the issue.
5. The DCH Director will send the complainant a written response identifying, to the extent appropriate under tribal law, where the complaint was substantiated and, if so, actions taken to address the complaint.
6. If the complainant is dissatisfied with the response, then the complainant may meet with the DCH Director to discuss the response.

B. Grievances.

1. To the extent that a tenant has a grievance based on a violation of the Stockbridge-Munsee Housing Ordinance (Chapter 46), tenants have the right to have the grievance heard through the Stockbridge-Munsee Tribal Court System.
2. Such grievance must be filed as a claim with the Tribal Court in accordance with all requirements under the law for such claims.

C. The DCH will regularly review validated complaints as well as grievances filed through the Tribal Court to identify and address issues so as to prevent reoccurrence.

XX. ENFORCEMENT

These policies shall be strictly enforced by the DCH. The DCH Director has the responsibility to take all necessary actions to ensure that these policies are fairly and consistently enforced.

XXI. MAINTAINING RECORDS

A. Consistent with the requirements under 24 CFR 1000.552, the DCH shall retain all financial and programmatic records, supporting documents, and statistical records of the DCH for a period of four 4) years from the date that the DCH submits to US Department of Housing and Urban Development (HUD) the annual performance report that covers the last expenditure of grant funds under a particular grant.

B. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 4-year period, then the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 4-year period, whichever is later.

C. Records will be destroyed by burning or shredding after the end of the retention period.

Legislative History: Original policy approved by the Mohican Housing Commission on January 19, 2000 and approved by the Stockbridge-Munsee Tribal Council on April 14, 2000.

Revisions to policy approved by Commission: March 26, 2001
Revisions approved by S/M Tribal Council on: March 26, 2001
Revisions approved by Commission: May 13, 2002
Revisions approved by Council: May 17, 2002
Revisions approved by Commission: July 8, 2002
Revisions approved by Council: July 18, 2002
Revisions approved by Commission and Tribal Council on: June 17, 2003
Revisions approved by Commission: April 27, 2016
Revisions approved by Council: May 3, 2016