

# **LAC DU FLAMBEAU CHIPPEWA HOUSING AUTHORITY**



## **ADMISSIONS POLICY**

**Effective January 1, 2016**

Revised by CHA Board on 07-12-22, and 01-30-25.

**LAC DU FLAMBEAU  
CHIPPEWA HOUSING AUTHORITY  
POLICY**

**ADMISSIONS**

**ADOPTION**

The Lac du Flambeau Chippewa Housing Authority Admissions Policy (hereafter, "Policy") was developed by the Executive Director and staff, reviewed by the Lac du Flambeau Chippewa Housing Authority Board of Commissioners (hereafter, "CHABOC") and the Lac du Flambeau Band of Lake Superior Chippewa Indians Tribal Council (hereafter, "Tribal Council)." The Policy was adopted by the CHA Board by Resolution on \_\_\_\_\_, and became effective upon its adoption.

This Policy supersedes, voids, and repeals all prior Lac du Flambeau Chippewa Housing Authority Admissions Policies upon the adoption of these Policies by Resolution.

**INTRODUCTION**

**MISSION STATEMENT:**

The mission of the Lac du Flambeau Chippewa Housing Authority (LDFCHA) is to develop, operate and maintain affordable housing programs and activities. The purpose of these activities is to provide Tribal membership with decent, safe, and sanitary housing and supportive services that promote self-sufficiency, economic and community development for the Lac du Flambeau Band of Lake Superior Chippewa Indians (hereafter, "Tribe") on the Lac du Flambeau Indian Reservation. This policy outlines eligibility, the application process, criteria for admission, criteria for rejection of applicants, the waiting lists, and assignment to units managed by the CHA.

This policy is also designed to:

1. Comply with federal housing statutes and regulations;
2. Provide for consistent, fair, equitable, and uniform treatment of clients;
3. Provide a basis for decision-making by LDFCHA management, staff, members of the LDFCHA Board, and members of the Tribal Council;
4. Serve as a guide for LDFCHA staff and CHA Board members in determining eligibility, admission and selection criteria;
5. Serve as a training and orientation manual for newly-hired staff and LDFCHA Board Members;
6. Inform LDFCHA clients as to their rights and responsibilities under the Admission policies.

This policy is applicable to ALL LDFCHA clientele, including but *NOT* limited to applicants, residents, renters, homebuyers, and program participants.

## ***APPLICABLE PROGRAMS COVERED BY THIS POLICY ARE:***

**LOW RENT PROGRAM.** The Rental Program replaces what was previously known as the Department of Housing and Urban Developments (HUD) “*Low-Income Rental Program*” or “*Low Rent Program*”. The intent of this program is to provide families, with *low incomes*, affordable housing. This program offers a wide variety of single-family homes (two, three, four, and five-bedroom) and apartments (one, two, three, four and five-bedroom) to qualified individuals on a lease basis. See Section 1.25 for definition of Low Income family.

**LEASE PURCHASE - HOMEOWNERSHIP PROGRAM.** The CHA currently offers Homeownership under a program commonly known as “*Lease Purchase*”. The intent of this program is to provide families, with low incomes, an opportunity to OWN a home rather than RENT a home. The CHA shall continue to offer qualified individuals, a *lease* with an option to buy should units become available.

## **INTERPRETATION**

This Admissions Policy is designed to achieve consistency between the federal statutes and regulations with the LDFCHA’s Rental and Homebuyer Agreements. In the event that any portion of this Policy shall be adjudicated to be in conflict with any applicable federal statutes, the applicable federal statute shall prevail.

In the event any provision or part thereof contained in this Policy shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision or part thereof contained herein.

## SECTION 1

### DEFINITIONS

- 1.1. **ADJUSTED INCOME** - The term "*adjusted income*" means the annual income that remains after **excluding** the following amounts:
- A. **YOUTHS, STUDENTS, AND PERSONS WITH DISABILITIES.** - \$1,000 (including the statutorily mandated \$480) for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household)
    - 1. who is under 18 years of age; or
    - 2. who is -
      - a. 18 years of age or older; and
      - b. a person with disabilities or a full-time student.
  - B. **ELDERLY AND DISABLED FAMILIES.** – \$400 for an elderly or disabled family.
  - C. **MEDICAL AND ATTENDANT EXPENSES.** – The amount by which three percent of the annual income of the family is exceeded by the aggregate of -
    - 1. Medical expenses, in the case of an elderly or disabled family; and
    - 2. Reasonable attendant care and auxiliary apparatus expense for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
  - D. **CHILDCARE EXPENSES.** - Childcare expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.
  - E. **EARNED INCOME OF MINORS.** - The amount of any earned income of any member of the family who is less than 18 years of age.
  - F. **TRAVEL EXPENSES.** - **Excessive** travel expense, not to exceed \$25 **per family** per week, for employment - or education-related travel.
  - G. **OTHER AMOUNTS.** - Such other amounts as may be provided in the Indian Housing Plan for an Indian Tribe.
- 1.2. **AFFORDABLE HOUSING** - The term "*affordable housing*" means housing that complies with the requirements for affordable housing under Title II. The term includes permanent housing for homeless persons who are persons with disabilities, transitional housing, and single room occupancy housing.
- 1.3. **ANNUAL INCOME** - The term "*annual income*" includes:
- A. Wages, salaries, tips, commissions, etc.;

- B. Self-employment income;
- C. Farm self-employment income;
- D. Interest, dividends, net rental income, or income from estates or trusts;
- E. Social Security or railroad retirement;
- F. Supplemental Security Income (SSI);
- G. TANF, GA., or other public assistance or public welfare programs;
- H. Retirement, survivor, or disability pensions; and
- I. Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation and alimony.

*NAHASDA requires tribes to use one of three methods for determining families ANNUAL INCOME. HUD allows tribes the option of selecting just one as their "standard", or "the one that best fits the needs of the family". In other words, one family could use one set of guidelines while a second family used a different set of guidelines. Details on all three that are at the end of the policies*

- 1.4. **CHILD** - The term "child" means a member of the family, other than the Head or Spouse, who is under 18 years of age.
- 1.5. **CHILD CARE PAYMENTS** - The term "childcare payments" is broken down two ways.
  - A. **INCOME.** Childcare payments *RECEIVED* are considered to be income for the purposes of determining ANNUAL INCOME.
  - B. **EXPENSE.** Childcare payments *PAID OUT* are considered to be an eligible expense for the purposes of determining ADJUSTED ANNUAL INCOME.
- 1.6. **CLIENT** – The term "client" means, an individual receiving affordable housing services from the CHA.
- 1.7. **DRUG - RELATED CRIMINAL ACTIVITY** – The term "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 Section 102 of the Controlled Substances Act).
- 1.8. **ELDERLY FAMILIES AND NEAR - ELDERLY FAMILIES** - The terms "elderly family" and "near-elderly family" mean a family whose head (or his or her spouse), or whose sole member, is an elderly person or a near-elderly person, respectively. Such terms include two or more elderly persons or near-elderly persons living together, and one or more such persons living with one or more persons determined under the Indian Housing Plan for the agency to be essential to their care or well being.
- 1.9. **ELDERLY PERSON** - The term "elderly person" means a person who is at least 62 years of age.
- 1.10. **EXTENDED FAMILY MEMBER** - The term "extended family member" means, a family that includes in one household, near relatives, in addition to a nuclear family. More specifically, an Aunt, Uncle, Son-in-Law, Daughter-in-Law, Sister-

in-Law, Brother-in-Law, Niece, Nephew, Grandparent, Grandchildren, Stepsister, Stepbrother, and Cousin who live with a nuclear family.

- 1.11. **FAMILY** - The term “*family*” includes a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person as determined by the Indian tribe.
- 1.12. **HEAD OF HOUSEHOLD** - The term “*head of household*” means, the adult member of the family who is actually looked to, and held accountable for, the family. The “*head of household*” also assumes legal and moral responsibility for the household. Furthermore, the “*head of household*” must be 18 years of age or legally emancipated by the State.
- 1.13. **HOMEBUYER** - The term “*homebuyer*” means, a member or members of a lower income family who have executed a Homebuyer agreement with the CHA and who has *NOT* yet achieved homeownership.
- 1.14. **HOMEBUYER AGREEMENT** – The term “*Homebuyer Agreement*” means the ~~*Mutual Help and Occupancy Agreement*~~. See MHOA below.
- 1.15. **HOMEBUYER PAYMENT** - The term “*homebuyer payment*” means, the payment of a family purchasing a home pursuant to a *lease purchase* agreement.
- 1.16. **HOMELESS FAMILY** - The term “*homeless family*” means, a family who is without safe, sanitary and affordable housing even though it may have temporary shelter provided by the community, or a family who is homeless as determined by the Indian tribe.
- 1.17. **HUD** – The abbreviation “*HUD*” means, The United States Department of Housing and Urban Development.
- 1.18. **IMMEDIATE FAMILY** – The term “*immediate family*” includes ones Father, Mother, Sister, Brother, Husband, Wife, Child, Father-in-Law, Mother-in-Law, Step Father, Step Mother, and Step Children.
- 1.19. **INCOME** - The term “*income*” means income from all sources of *each member* of the household, as determined in accordance with criteria prescribed by the Secretary of Housing and Urban Development, except that the following amounts *may not* be considered as income under this paragraph:
  - A Any amounts not actually received by the family.
  - B Any amounts that would be eligible for exclusion under Section 1613(a)(7) of the Social Security Act.
- 1.20. **INDIAN** - The term “*Indian*” means, any person who is a member of a federally recognized or state recognized Indian tribe.
- 1.21. **INDIAN AREA** - The term “*Indian area*” means the area within which an Indian tribe operates affordable housing programs or the area in which a Tribally

Designated Housing Entity (TDHE) is authorized by one or more Indian tribes to operate affordable housing programs.

- 1.22. **INDIAN TRIBE** - The term “*Indian Tribe*” means, a tribe that is a federally recognized tribe or state recognized tribe.
- 1.23. **LEASE HOLDER** – The term “*lease holder(s)*” means, the individual(s) who executes the dwelling lease. This can be a Rental Lease Agreement or a Homebuyer (MHOA) Lease Agreement.
- 1.24. **LIVE-IN AIDE** - The term “*live-in aide*” shall mean a person who resides with an elderly, disabled or handicapped person or persons and who:
- A. Is determined by the LDFCHA to be essential to the care and well-being of person(s);
  - B. Is *NOT* obligated for support of the person(s); and
  - C. Would *NOT* be living in the unit except to provide necessary supportive services.

A relative may qualify as a “*live-in aide*” if ALL of these conditions are met. An elderly, disabled or handicapped person needing the “*live-in aide*” does *NOT* have to be the head, spouse, or sole member of the family. Therefore it is *NOT* necessary to qualify as an elderly family in order to have a “*live-in aide*”. It should also be noted that a “*live-in aide*” does *NOT* qualify for continued occupancy as a remaining family member.

- 1.25. **LOW - INCOME FAMILY** - The term “*low-income family*” means, a family whose income does not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may, for purposes of this paragraph, establish income ceilings higher or lower than 80% of the median for the area on the basis of the findings of the Secretary or the agency that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.
- 1.26. **MEDIAN INCOME** – The term “*median income*” means, with respect to an area that is an Indian area, the greater of -
- A. The median income for the Indian area, which the Secretary shall determine; or
  - B. The median income for the United States.
- 1.27. **MHOA** — ~~The abbreviation “MHOA” means, Mutual Help and Occupancy Agreement. This is a legally binding contract, set up between the CHA and participants of the Mutual Help (Homeownership program), that governs the terms and conditions of Occupancy in a home financed through the Mutual Help program.~~

- 1.28. **NAHASDA** – The abbreviation “*NAHASDA*” means, the Native American Housing Assistance and Self-Determination Act of 1996.
- 1.29. **NEAR - ELDERLY PERSON** – The term “*near-elderly person*” means a person who is at *least 55 years of age and less than 62 years of age*.
- 1.30. **NONPROFIT** – The term “*nonprofit*” means, with respect to an organization, association, corporations, or other entity, that no part of the net earnings of the entity inures to the benefit of any member, founder, contributor or individual.
- 1.31. **PERMANENT STAYS** – The term “*permanent stay*” means, a stay that exceeds 30 calendar days. After obtaining housing, leaseholders often seek permission for others to live in their leased home. If that stay is going to be PERMANENT, then permission to do so must first be sought, from the LDFCHA Director, by the leaseholder. Such requests require additional LDFCHA processing, review and approval as outlined within the LDFCHA Admissions Policy.
- 1.32. **PERSON WITH DISABILITIES** – The term “*person with disabilities*” means, a person who -
- A. Has a disability as defined in Section 223 of the Social Security Act;
  - B. Has a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act;
  - C. Has a physical, mental, or emotional impairment which -
    - 1. Is expected to be of long-continued and indefinite duration;
    - 2. Substantially impedes his or her ability to live independently; and
    - 3. Is of such a nature that such ability could be improved by more suitable housing conditions.
  - D. The term “*person with disabilities*” includes persons who have the disease of acquired immunodeficiency syndrome (AIDS) or any condition arising from the etiologic agent for acquired immunodeficiency syndrome.
  - E. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted under this part, solely on the basis of any drug or alcohol dependence. The Secretary shall consult with Indian tribes and appropriate Federal agencies to implement this paragraph.
  - F. For purposes of this definition, the term “*physical, mental or emotional impairment*” includes, but is not limited to:
    - 1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems:
      - a. Neurological;
      - b. Musculoskeletal;



- c. Special sense organs;
  - d. Respiratory;
  - e. Speech organs;
  - f. Cardiovascular;
  - g. Reproductive;
  - h. Digestive;
  - i. Genito-urinary;
  - j. Hemic and lymphatic;
  - k. Skin;
  - l. Endocrine; or
2. Any mental or psychological condition, such as:
- a. Mental retardation;
  - b. Organic brain syndrome;
  - c. Emotional or mental illness; and
  - d. Specific learning disabilities.
3. The term “*physical, mental, or emotional impairment*” includes, but is not limited to, such diseases and conditions as:
- a. Orthopedic, visual, speech, and hearing impairments;
  - b. Cerebral palsy;
  - c. Autism;
  - d. Epilepsy;
  - e. Muscular dystrophy;
  - f. Multiple sclerosis;
  - g. Cancer;
  - h. Heart disease;
  - i. Diabetes;
  - j. Human Immunodeficiency Virus infection;
  - k. Mental retardation;
  - l. Emotional illness;

1.33. **SERVICE AREA** – See “*Indian Area*” above.

1.34. **SIGNIFICANT OTHER** – The term “*significant other*” means, someone who is *NOT* married to, but is residing with another person who happens to be the one that executed the “*Lease Agreement*” with the LDFCHA.

1.35. **TEMPORARY STAYS** - The term “*temporary stay*” means, one that does *NOT* exceed 30 calendar days. After obtaining housing, leaseholders often seek permission for others to live in their leased home. If the length of that stay is going to exceed 30 calendar days, then permission for continued occupancy must be sought, from the LDFCHA Director, by the leaseholder.

Note: Stays beyond 30 calendar days are deemed “*permanent*” and require additional LDFCHA processing. Review and approval will be in accordance with the procedures outlined in the LDFCHA Admissions Policy.

## SECTION 2

### ELIGIBILITY FOR ADMISSION

#### 2.1 PROGRAMS

- A. The programs managed by LDFCHA include, Low-Income Rental, ~~Mutual Help Ownership~~ and Elderly Apartment Rental. The programs are administered in strict compliance with the NAHASDA (Native American Housing Assistance and Self-Determination Act of 1996).
- B. The Low-Income Rental, ~~Mutual Help Ownership~~ and Elderly Apartment Rental programs are funded by the Department of Housing and Urban Development (HUD), Rural Development (RD Instruction 7 CFR 3560), and the Low Income Housing Tax Credits (Internal Revenue Code Section 42).
- C. These programs are intended to serve those “families” who are classified as “low-income at the time of initial occupancy.”

#### 2.2. AGE REQUIREMENT

- A. Applicants must have reached the age of majority, that is, be at least 18 years of age on the date the application is filed.
- B. Leases, rental agreements, ~~MHOA's~~ and other legal documents must be executed by all persons eighteen years or older who reside at the unit, including spouses and/or significant others.

#### 2.3 ADDING ADDITIONAL INDIVIDUALS TO THE HOUSEHOLD AFTER OCCUPANCY

- A. From time-to-time, clients desire to add additional individuals to their Household after they have begun occupancy of a unit.
  - 1. Visitors staying at the unit less than seven days do not require permission from LDFCHA.
  - 2. Visitors staying at the unit seven days or more require permission from LDFCHA.
- B. The following procedures apply to those clients who want to add additional individuals to their household following assignment of a leased unit, occupancy, and/or execution of the Rental Lease or ~~MHOA Agreement~~.
  - 1. If a leaseholder should later desire to have another person reside in their unit for eight days or more, the leaseholder must obtain permission from the LDFCHA Director under the “temporary occupancy” clause.

- a. The leaseholder must submit his / her written request to the LDFCHA, to the attention of the Director, and identify the person they are requesting to stay in the unit, why the person will be staying in the unit, and the duration of the stay.
  - b. Criteria for review of granting temporary occupancy:
    - (1) If it is determined that the individual is ineligible for housing because of a criminal background problem, they have outstanding balances due to the LDFCHA, or other Rejection Criteria, as defined in Section 5 of this document, then the temporary occupancy request shall be denied.
    - (2) If it is determined that the individual is eligible for housing, under other criteria outlined in the Admissions Policy, then the request for a temporary occupancy may be approved.
2. If a leaseholder should later desire to have another person who is not listed on the Lease permanently reside at the unit, the leaseholder(s) must first obtain written permission from the LDFCHA Director.
- a. The leaseholder(s) must submit a written request to the LDFCHA identifying the person whom they request to permanently reside stay in the unit and why.
  - b. If there is more than one person who signed the Lease, then all persons who signed the Lease must also sign the request letter.
  - c. The head of household must complete new “*Household Composition / Income*” forms and submit them to the LDFCHA Occupancy Specialist that administers their tenant file.
  - d. The individual(s) to be added to the Rental Lease Homebuyer (~~MHOA~~) Agreement, if over 18 years of age, must sign the “*Authorization for Release of Information*” forms and submit them to the LDFCHA.
  - e. The individual to be added to the Rental Lease/Homebuyer- (~~MHOA~~) Agreement, if over 18 years of age, must undergo a Criminal History background check.
  - f. The Director shall review all of the information on this individual(s) in a timely manner (not to exceed 14 calendar days from date of request). If they are found to be

in compliance with the requirements of this Policy, then they shall be approved for “*permanent*” residence in the home.

- g. Following approval by the Director, the Occupancy Specialist shall prepare the necessary changes to the Rental Lease/Homebuyer (~~MHOA~~) Agreement and have the leaseholder(s) sign / initial / date the changes on the lease (as applicable).
- h. Rational.
  - (1) The updating of the Rental Lease/Homebuyer- (~~MHOA~~) Agreement is necessary, because the monthly Payments are based on 30% of the “*household*” income for Rentals and 15% of “*household*” income for Homeownership (Mutual Help).
  - (2) When a person(s) stays beyond 30 calendar days, they are reclassified as “*permanent*” members of the household.
  - (3) As required by law (NAHASDA), the income of “*ALL*” household members has to be factored in to the monthly payment calculation.

**C. Impact on Rent / Homebuyer Payment calculations.**

- 1. Incomes for these individuals shall be verified in accordance with standard LDFCHA’s verification procedures.
- 2. The incomes of these individuals shall be added to the TOTAL HOUSEHOLD INCOME used in the Rent/Homebuyer payment calculation process.
- 3. Rents/Homebuyer payments shall be adjusted accordingly.
- 4. In the event the individuals added are “*minors*”, the **NAHASDA** \$1,000 per child deduction **or the RD \$480 per child deduction** shall only be applicable when proof of “*legal custody*” can be shown.
  - a. Legal custody means a “*court order*” assigning the child to the leaseholder.
  - b. A hand written or typed note / letter that has been notarized, and passed from one adult to another assigning custody of a minor, **DOES NOT** constitute “*legal custody*”.

- 2.4. **Desirability.** Applicants shall be screened for desirability, using the criteria outlined in Section 5 of this document, prior to being assigned to a waiting list.

## 2.5. Discrimination.

- A. Because the programs managed by the LDFCHA are publicly funded, the LDFCHA shall *NOT* deny anyone the opportunity to apply for these federally assisted housing programs.
- B. By law (NAHASDA), eligibility shall be focused on qualified “*Indian*” families with “*low-incomes*”.
- C. Specific criteria, as outlined within this document, shall be used as the basis for assigning units managed by the LDFCHA.

## 2.6. Enrollment Status.

- A. In order to be considered for housing assistance programs, managed by the LDFCHA, the applicant must be an enrolled member of a federally recognized Tribe.
- B. Applicants may prove “*enrollment*” status by providing the LDFCHA with:
  - 1. A copy of their Tribal “*Enrollment Card*”.
  - or
  - 2. A letter from their Tribal Enrollment office attesting to their enrollment status. The letter must include their name, date of birth, and enrollment number. Additionally, the letter must be signed by a Tribal Enrollment Office staff member in order to be valid.

## 2.7. Family Test. Those applying for Housing Assistance must meet the “*familytest*”.

- A. **Family.** An applicant must qualify as a *Family*, which is defined by the CHA, as:
  - 1. Two or more persons who are related by blood, marriage, or operation of law and who have evidenced a stable family relationship; or
  - 2. A single person who lives alone and intends to live alone and does *NOT* qualify as an elderly family, displaced person, or remaining member of a tenant family; or
  - 3. A single person who is elderly or near-elderly, handicapped, disabled, displaced, or the remaining member of a tenant family.
- B. **Indian Family** An applicant must qualify as an *Indian Family*, which is defined by the LDFCHA, as a family whose head of household (or Spouse / Significant Other) is an enrolled member of a federally recognized tribe.
- C. **Non-Indian Families**

1. If an applicant qualifies as a *Family* but does *NOT* qualify as an *Indian Family*, the LDFCHA may determine the family to be eligible for Housing Assistance if the family demonstrates to the LDFCHA's satisfaction that their presence in the community is essential to the well-being of other Indian families and that their need for housing can *NOT* reasonably be met without participation in the LDFCHA Rental Programs.
2. ***Non-Indian Families*** shall *NOT* be allowed to participate in any tribally sponsored Homeownership programs.

2.8. **Home / Trailer Home Ownership** (Impact on Applications when the Applicant Currently Owns / Occupies a Home / Trailer Home).

- A. From time-to-time, and under special circumstances, applicants apply for Federally Subsidized Housing Assistance Programs while currently living in a home or a trailer home that they own.
- B. The LDFCHA acknowledges that the applicant may need improved housing due to *overcrowding*, *sub-standard* living conditions or the *condemnation* of the existing home / trailer home.
- C. It is the policy of the LDFCHA to deny Housing Assistance to those applicants who own their own home or trailer home.
- D. **Exception.** Applicants, who desire Housing Assistance, and who own their own home or trailer home, can be considered for Housing Assistance Programs if they are able to demonstrate (to the LDFCHA staffs satisfaction) that:
  1. The home / trailer home *NO* longer meets their needs (i.e. family has grown and it now *OVERCROWDED*).
2. The home / trailer home has been determined to be *SUB-STANDARD*.
3. The home / trailer home has been *CONDEMNED* by local authorities.
- E. If one of those three criteria is met, then the applicant can be eligible for Housing Assistance programs. Before "award" of a unit and move-in, however, the applicant must show the LDFCHA staff proof that the home / trailer home has been disposed of and that they *NO LONGER* hold title to or an interest in it.
  1. To prove this, the applicant must present proof, in the form of a "*legally*" executed document (i.e., bill of sale for the property, deed transfer, etc.), clearly showing that the home / trailer home has been disposed of.

2. Said "*original*" legal documents must be provided to the LDFCHA staff so that they can be verified, copied, and then attached to the Housing Assistance application.
3. This provides the back-up necessary should the LDFCHA staff be questioned about providing Housing Assistance to a family who already owns a home / trailer home.

## 2.9. Homeownership Training / Counseling.

- A. As we rely on the private sector more and more to help finance new home construction for our HOMEOWNERSHIP programs, we have found that many lending institutions now require potential homebuyers to attend HOMEBUYERS TRAINING CLASSES.
- B. As such, in addition to the above noted requirements, those individuals who are applying for any of the HOMEOWNERSHIP programs offered by the LDFCHA shall be required to complete a *HOMEBUYERS TRAINING CLASS* before they can be considered eligible for award of a home.
- C. These classes shall be sponsored by either the LDFCHA or presented by a LDFCHA staff member.
- D. These classes shall be at NO COST to the applicant.
- E. These classes shall be offered at least once each quarter (and more frequently if there is sufficient demand).
  1. The appropriate staff shall be responsible for scheduling applicants for this training and shall keep the Occupancy Specialists apprised of the applicant's status.
  2. The appropriate staff shall ensure the Occupancy Specialist receive a file copy of both the "*Notification of Homebuyers Training*" letter and "*Certification of Completion*" letter.
- F. Applicants shall be advised, in writing, of the schedule for these HOMEBUYERS TRAINING CLASSES.
  1. Applicants shall be offered one of two dates to complete the training.
  2. The applicant must advise the LDFCHA staff, within 10 business days of the notification letter, as to which date he / she will attend.
  3. Failure of the applicant to respond to this notification shall result in his / her application being labeled "*incomplete*". That designation shall, in turn, prevent the LDFCHA staff from doing any further processing of the application.

4. An “*incomplete*” application means the Applicant shall *NOT* be placed on a waiting list(s).
5. Failure of the applicant to complete the class, when scheduled by the LDFCHA to attend, shall result in his / her being “*ineligible*” for the HOMEOWNERSHIP program. The applicant may, however, re-apply again after 30 calendar days. That application shall be processed as a “*new*” application.

## 2.10. Income Eligibility Criteria / Guidelines.

A. **Eligibility for Housing Assistance** (Based on Income). HUD and NAHASDA require that Tribes / TDHE’s utilize the most advantageous of three published methods for determining “*income eligibility*”. Those three are:

1. **Section 8 Definition.** Annual Income as defined for HUD’s Section 8 programs in 24 CFR part 5, subpart F (except when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner’s principal residence may be excluded from the calculation of net family assets). **Attachment A** contains the Section 8 definition of annual income. Rural Development Projects require the use of these definitions when determining income.
2. **Census Definition.** Annual Income as reported under the U.S. Census long form for the most recent available decennial Census. This means the definition of income used by the Census, not the dollar amount reported. **Attachment B** contains the Census definition.
3. **IRS Definition.** Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes. Payments received under the *Cobell* Settlement are not included in that individual’s adjusted gross income. **Attachment C** contains additional information on what is included and excluded in adjusted gross income on IRS Form 1040.
4. The LDFCHA will use the definition most advantageous to the family, for NAHASDA units only.

B. **Estimating Income.**

1. In some cases, an applicant (or his / her spouse, significant other, or other family member) may have only been working for a short period of time and has yet to establish a full 12 month salary history.
2. In those cases, the applicants’ annual Household Income



shall be determined by *estimating* the *anticipated* total income from ALL sources to be received by the head of household, spouse, and additional members of the family over the next 12 months.

3. For example:

- a. The Head of Household is the only one in the family who is employed. He / she has only been working for the past three months.

Earnings for the first month were	\$1,525
Earnings for the second month were	\$1,250 and
Earnings for the third month were	\$1,800

- b. Total income for that three month period was \$4,575.  
The three month total (\$4,550) shall be divided by three to yield a monthly average of \$1,525.

The monthly average (\$1,525) is then multiplied by 12 to get an estimated annual income of \$18,300.

C. **No Reported Income.** At times, clients fill out their Housing Assistance applications and indicate on them that they have NO INCOME. In those instances, the LDFCHA has the right to ask how they intend to pay for things.

1. Applicants must be able to demonstrate (to the LDFCHA's satisfaction) that they have the financial resources necessary to meet their monthly obligations. This includes Down Payment requirements (typically \$1,500 minimum for Mutual Help), Security Deposits (typically \$100 minimum), Rent (\$100 minimum), Homebuyer Payments (\$100 minimum Admin Fee), L.P. Gas, Electricity and other Utilities as applicable.

D. **Maximum Allowable Income.** The applicant must qualify as a *low income family*. That being, a family whose income does *NOT* exceed 80% of the median income for the area (i.e., State / County) or the National Average (for the United States), whichever is greater.

1. Before an applicant can be considered for any HUD funded Housing Assistance programs, LDFCHA staff must verify that the applicant's *Household Income* does *NOT* exceed the limits established by HUD.
2. The LDFCHA staff shall consult the HUD income tables to help them determine if the family meets the "*low income*" threshold established by HUD.
3. For purposes of determining "*low-income*", HUD publishes income limits on an annual basis.

4. The incomes, reflected in *Appendix 11* (See Section 3.2) of this document, reflect GROSS Household income. HUD allows adjustments to that GROSS amount (which yields the “*adjusted*” income), for purposes of determining the applicants monthly payment.
5. The table compares the MAXIMUM allowable income limits set by HUD, for Vilas County, against the National Average.
  - a. This table illustrates what is current, as of the publication date, of this document.
  - b. Because the HUD income tables are updated annually, it is imperative that the LDFCHA staff utilize the most current table available. They can be found by clicking on *INCOME LIMITS*, on HUD’s WEB site, at the following address:  
  
<http://www.huduser.org/datasets/il.html>
6. Because the National Average is higher than Vilas County, HUD mandates that the LDFCHA utilizes the “*National Average*”.
7. To be eligible for Housing Assistance programs funded by HUD, and managed by the LDFCHA, applicants *CANNOT* exceed the “*National Average*” income limits.

E. **Maximum Allowable Income Limits** (Exception). The LDFCHA may waive the maximum allowable income limit requirement under the following circumstances:

1. Providing Maximum Income waivers is consistent with HUD regulations. *See 24 CFR Part 1000.106, 108, and 110, and PIH Notice 99-6 (which detail the specific requirements for serving these families) before they are approved for Housing Assistance of any kind.*
2. Maximum Income waivers shall be handled on a case-by-case basis (through the standard LDFCHA Appeal Process) and require approval by the LDFCHA Board.
3. If ALL conditions outlined in the federal regulations are met, and the CHA Board has approved the applicant’s request for a waiver, the CHA may move forward to provide the following types of assistance to non-low-income tribal families:
  - a. **Homeownership Activities** under Section 202(2) of NAHASDA, which may include assistance in conjunction with loan guarantees under the Section 184 program (24 CFR Part 1005).

- b. **Model Activities** under Section 202(6) of NAHASDA.
- c. **Loan Guarantee Activities** under Title VI of NAHASDA.

**F. Minimum Allowable Income.**

- 1. In addition to qualifying as a “*low-income*” family (as defined in this document), applicants must also have Income sufficient to comply with the basic program requirements for which they are applying.
- 2. Housing Assistance program participants are required to satisfy obligations such as Minimum Rent, Administration Fees, User Fees, Utilities, Maintenance, etc.
- 3. Before an applicant will be considered for any Housing Assistance programs operated by the CHA, the applicant **must demonstrate** that he / she has the ability to meet those obligations.

2.11. **Indian Family.** An applicant must also qualify as an ***Indian Family***, defined by CHA as a family whose head of household or spouse is an enrolled member of a federally recognized Tribe.

2.12. **Primary Residence.** The applicant shall utilize the home, acquired through or assisted by the CHA as his / her “*primary*” residence.

**2.13. Priorities for the Assignment of Housing.**

- A. Other criteria notwithstanding (i.e., local laws regarding the leasing of Trust Land for HOMEOWNERSHIP Programs), NAHASDA legally allows for “*LOW - INCOME INDIAN FAMILIES*” to be given priority in housing funded under the NAHASDA Indian Housing Block Grant (IHBG).
- B. Locally, that has been further defined as “*ENROLLED MEMBERS OF THE LAC DU FLAMBEAU TRIBE*”. Assignment of units shall be based on the following priority order (as outlined in our Indian Housing Plan).
  - 1. ***Enrolled Lac du Flambeau Tribal Members***, whose enrollment status has been verified. If there are *NO* other Enrolled Lac du Flambeau Tribal Members waiting for housing, then units can be awarded to:
  - 2. ***First Generation Descendants***, of Enrolled Lac du Flambeau Tribal Members. If there are *NO* other Enrolled Lac du Flambeau Tribal Members or First Generation Descendants of Enrolled Lac du Flambeau Tribal Members waiting for housing, then units can be awarded to:
  - 3. ***Other Native Americans***, whose enrollment status can be verified. If there are *NO* other Enrolled Lac du Flambeau Tribal Members or First Generation Descendants of Enrolled Lac du Flambeau Tribal

Members or Other Native Americans waiting for housing, then units can be awarded to:

4. ***All Others.***

C. **Impact on Enrolled Tribal Members who are Minors.**

1. Eligibility for housing assistance, using the “*ENROLLED LAC DU FLAMBEAU TRIBAL MEMBER*” preference criteria, can be extended to minors under certain circumstances.
2. Typically, this would involve children (under 18) who are recognized as “*ENROLLED LAC DU FLAMBEAU TRIBAL MEMBERS*” but reside with a non-enrolled parent / guardian who can show proof of parenthood, proof of legal custody or proof of legal guardianship.
3. The non-enrolled parent / guardian would be the “*temporary*” or “*interim*” leaseholder thereby assuring the underage “*tribal member*” has access to housing.

D. **Waivers.** These standards may be waived by the CHA Board of Commissioners, upon appeal by the applicant, and with justcause.

2.14. **Special Consideration for Elderly Units.**

- A. **Age.** For the most part, age 62 is used as the primary eligibility factor in assigning individuals to Elderly apartments managed by the CHA. (See Section 1, Para 1.8. & 1.9. of this document for definitions).
- B. **Near-Elderly.** In the event that the CHA is experiencing vacancies within the elderly housing program, and all efforts to fill the unit (i.e., advertising, outreach, etc.) with an ELDERLY individual (62 years of age or older) have failed, then a NEAR-ELDERLY applicant (55 years of age or older) may be considered for placement in an elderly unit.
- C. **Disabled / Handicapped.** In the event that the CHA is experiencing vacancies within the elderly housing program, and all efforts to fill the unit (i.e., advertising, outreach, etc.) with an ELDERLY or NEAR-ELDERLY have failed, then a DISABLED / HANDICAPPED applicant may be considered for placement in an elderly unit.
  1. The applicant must provide proof of “*disability*” and / or “*handicap*” as defined in Section 1, Para 1.32. of this document. Said proof must be in writing and from a State / Federal agency or Medical Doctor (MD) who is in a position to make such determinations.
  2. That letter / document must be on Doctor / Clinic / Hospital / Agency letterhead.

3. These documents shall be used to provide back-up, should the CHA staff be questioned about putting a younger person with disabilities into an elderly unit.

## SECTION 3

### APPLICATION PROCESS

- 3.1. **General.** The application is the basic record of each family / person applying for Housing Assistance. Each applicant shall be required to provide ALL information requested on the application and to sign ALL necessary forms, documents, and certifications. Information and statements made by the applicant are subject to verification.
- 3.2. **Applications.** Families who desire to participate in a Housing Assistance program, managed by the CHA, must begin the process with an application. A standard "*Housing Application*" form has been designed to gather enough information to allow a full assessment of the family's eligibility, consistent with Federal and CHA requirements at the time of submission.
- 3.3. **Availability of Applications.** Applications are available, upon request, from the CHA Receptionist, Monday thru Friday, 8 a.m. to 4:30 p.m. Applicants are encouraged to sign-in, on the clipboard at the Receptionist window when picking up their application.
- 3.4. **Completing the Application.**
  - A. Applicants can take the application home with them to fill out, or they may request assistance from the Admissions Specialist (or other CHA staff) if so desired.
  - B. The applicant is responsible for completing the application and signing it, using black or blue ink. The applicant is also responsible for providing ALL of the information requested and accurately completing the application.
  - C. The applicant is required to respond to a variety of questions on the application. The responses to those questions are used to evaluate the applicant's eligibility and assignment to the waiting lists. When filling out the application, applicants are encouraged to:
    1. Print Neatly and Legibly;
    2. Answer all questions by filling in the desired response(s);
    3. Mark appropriate block(s); and
    4. Provide narrative response(s) where requested.
  - D. Applicants are also encouraged to provide ALL documentation requested, to the CHA Staff, in a timely manner. Failure to do so could delay processing of the application and placement on the appropriate waiting list(s).
- 3.5. **Supporting Documents.** When required to provide *supporting documentation*, applicant shall hand deliver the:

- A. **Originals.** They may hand deliver the *originals* to the CHA. CHA staff shall make copies, attach them to the application, and return the originals to the applicant.

3.6 **Examples of Information / Documents Required.** Examples, of the types of typical information and / or documentation required to support an application, are as follows:

- A. **Assets.** Applicants are required to list their assets and value. For example:

1. **Physical Assets:** vehicle, home, trailer home, land, etc.
2. **Financial Assets:** Checking Account, Savings Account, Certificate of Deposit (CD), Stocks / Bonds, etc.

- B. **Credit History.**

1. ALL applicants, *applying for Homeownership Programs*, must have a satisfactory credit history.
2. Formalized Credit Bureau type CREDIT CHECKS will be done to confirm there are no outstanding judgments for utilities and/or landlords.
3. Lack of a credit history (as opposed to a poor history) shall *NOT* be sufficient justification to reject an applicant.

- C. **Criminal Background Checks.** Criminal Background Checks will be done on each applicant and adult (listed on the Household Composition form) who is / are seeking Tribal and / or Federal Housing Assistance through the Lac du Flambeau Chippewa Housing Authority.

1. **Authority.** The authority to do Criminal Background Checks is stipulated in NAHASDA (Public Law 104-330 and Federal Regulation 24 CFR Part 1000).
2. **Purpose.** The purpose for the Criminal Background Check is to provide a means by which the CHA staff can verify statements made by the applicant on his / her application for Tribal and / or Federal Housing Assistance. They are also used to ensure that the applicant, and / or his / her family members who intend to reside in the home, are NOT disqualified for Housing Assistance by one or more of the "*rejection criteria*" outlined in Section 5 of this document.
3. **Right of Refusal.**
  - a. While the CHA can NOT force an applicant, or any member of his / her family who intends to reside in the unit, to submit

to a Criminal Background Check - it is a critical and very important part of the screening process.

- b. In the event an applicant or any member of his / her family who intends to reside in the unit, refuses to submit to the Criminal Background Check, *then the application screening process shall be halted*. Without it, the CHA staff will *NOT* be able to further process the application. In effect, this renders the application “*incomplete*”.
  - c. “*Incomplete*” applications result in the applicant *NOT* being placed on the waiting list for any Tribal and / or Federal Housing Assistance program managed by the Lac du Flambeau Chippewa Housing Authority.
4. **Validity Period.** Criminal Background Checks shall be valid for a period of 12 months. If an applicant has *NOT* been placed in a home within that 12 month period, the CHA staff shall resubmit the Criminal Background Check.
5. **Viewing and Disposition.** Federal laws limit how the CHA staff may use this information. The local guidelines, listed here, shall be adhered to.
- a. The CHA Director or designee shall review ALL Criminal Background Checks, returned by the State, as part of the application screening process.
  - b. Criminal Background Checks, that are returned by the State with NEGATIVE criminal background information, shall be marked “OK”, dated, and initialed by the Director. A copy of the cover sheet shall then be forwarded to the Admissions Specialist for inclusion in the applicants file. This allows the application screening process to move forward.
  - c. Criminal Background Checks, that are returned by the State with POSITIVE criminal background information, shall be retained by the CHA Director or designee of the director. The Director shall review the report and decide if there are grounds (See Rejection Criteria in Section 5 of this document) for denying Housing Assistance to the applicant.
    - (1) While there may be “*criminal activity*” noted on the report, it may be such that it does NOT warrant disqualifying the applicant. In that case, the Director shall mark the report “OK”. A copy of the cover sheet would then be forwarded to the Admissions Specialist for inclusion in the applicants file. This allows the application screening process to move forward.



- (2) If the “*criminal activity*” were such that it warranted disqualifying the applicant, the Director would mark the report “*NOT ELIGIBLE FOR HOUSING ASSISTANCE*” and denote the applicable Rejection Criteria listed in Section 5 of this document. The Director would then forward a copy of the cover sheet to the Admissions Specialist for inclusion in the applicants file. The application screening process would be halted at that time.
- (3) In those cases where the applicant is going to be denied Housing Assistance, the Admissions Specialist shall complete the applicant notification letter in accordance with Section 5, Para 5.7. of this document.
- (4) The details of *POSITIVE* Criminal Background Reports shall *NOT* be reproduced.
- (5) The details of *POSITIVE* Criminal Background Reports shall *NOT* be placed in the applicants file.
- (6) The details of *POSITIVE* Criminal Background Reports SHALL be retained by the Admissions Specialist, in his / her office, and in a securable file drawer.
- (7) The details of *POSITIVE* Criminal Background Reports shall be retained by the Admissions Specialist for a period of one year. Reports shall then be destroyed (shredded) when *NO* longer needed.

D. **Custody of Minors** (in case of Divorce, Legal Separation, other). Applicants who are divorced, legally separated, or have someone else’s children, and who would *NOT* otherwise be eligible for Housing Assistance or are seeking a larger home (i.e., three bedroom vs. two bedroom) because of family size, must be able to provide proof that they have **LEGAL CUSTODY** (*per court order*) of ALL minor children listed on their application.

1. **Divorce.** Those who are *divorced* must be able to show that they have legal custody of their children.
2. **Legal Separation.** Those who are *legally separated* must be able to show that they have legal custody of their children.
3. **Other.** Those who have children, *other* than their own living with them, must be able to show that they have legal custody of those children.

NOTE: Generally speaking, the proof that is required shall be a *court order* that shows who has been awarded “*legal*” custody equal to at least 50% joint custody.

4. **Rational.** This proof (court order) is necessary because in some instances applicants apply for Housing Assistance Programs and then inflate the household size by listing children (including their own and others) when in fact they do *NOT* have “*legal*” custody. This is often done in an attempt to qualify for larger homes and / or additional deductions, thus lowering monthly payments.
  - E. **Employment Data.** Applicants (their Spouse / Significant Other and those over 18 who are employed) are required to list their current employer, status (full time / part time / temporary), employers name and address, applicant’s position / job title, and length of employment.
  - F. **Expenses.** Applicants are required to list ALL expenses (rent, child care, child support, medical, educational, etc.). This information is used to determine eligibility, help determine adjustments to income and to help calculate monthly rent / homebuyer payments.
  - G. **Extended Family Members.** Extended family member(s) listed on the application shall NOT be taken into consideration when determining dwelling unit size eligibility. See Section 1, Para 1.10. of this document for a definition of “*Extended Family Members*”.
- NOTE: This policy has been necessitated due to persistent fraudulent claims by applicants seeking larger dwelling units. After assignment of a dwelling unit, the extended family members either do *NOT* move in or move out in short order. In so doing, they deprive those families, who really need larger units, from obtaining them.
- H. **Household Composition.** Applicants are required to list the names of ALL household members intending to reside in the unit. The relationship (to the applicant) of each person listed, along with Date(s) of Birth, Social Security Number(s), gender and Tribal ID#, if applicable, are required.
  - I. **Household Income.** Applicants are required to disclose ALL sources of income for ALL Household members listed on the application form. This information is required because it is one of the *KEY* criteria used for determining eligibility and subsequent rent / homebuyer payments.
  - J. **Prior Housing Assistance.** Applicants are required to advise the CHA about any Housing Assistance (i.e., Low-Income Rental Program, Section 8 / Voucher, etc.) that they are currently receiving or have received in the past.

M. **References.** Applicants are encouraged to provide references who are willing to attest to an applicant's character as well as his / her previous rental and / or credit payment history.

N. **Release of Information Forms**

1. Applicants are required to sign and date an Authorization for the Release of Information" form that authorizes the CHA staff to request information concerning eligibility for Tribal and / or Federal Housing Assistance.
4. Applicants must also agree to let the CHA make copies of said authorizations (as needed). This form shall only be used to verify information pertinent to determining eligibility for Tribal and / or Federal Housing Assistance.
5. Failure, on the part of the applicant (or any member of the household who is over 18 years of age), to sign these release forms shall preclude the CHA from being able to process an application and thus render the application "*incomplete*".
  - a. "*Incomplete*" applications result in the applicant *NOT* being placed on the waiting list(s) for the Tribal and / or Federal Housing Assistance Program(s) that they are seeking with the CHA

P. **Rental History.** Applicants are required to provide general information on past / present rentals. This should include the name of the person / agency from whom they rented, the dates (to and from) that they rented, the landlords / agencies address and phone number. If UNKNOWN, so state.

Q. **Social Security Number.**

1. Social Security Number(s) (SSN) are required to verify a vast range of information relative to the processing of an application for Housing Assistance. The following is a list of some examples of how ones SSN can be used, but is *NOT* ALL inclusive.
  - a. Identifying the validity of the person in automated records.
  - b. Identifying the person in debt collection efforts.
  - c. Identifying the person in Criminal Record Check efforts.
  - d. Cross checking the identity of the person for participation in other housing programs.
  - e. Identifying the person in Social Security Records.
  - f. Identifying the person in Internal Revenue Service Records.

2. The applicant must furnish the CHA with the Social Security Number for himself/herself and each family member or person listed on the application.
3. Because of repeated problems with fraud and abuse by applicants (i.e., using another persons SSN), applicants are required to provide the CHA with the "original" card issued by the Social Security Administration for themselves, their spouse (significant other), ALL children planning to reside with them, and any other individual planning to reside with the applicant and his family.
  - a. The original cards are required because they link the individuals name with his / her SSN.
  - b. The CHA staff shall make a copy, for its records, and return the original(s) to the applicant.

**4. NO SSN Card.**

- a. **Minors.** The Head of Household (or Spouse / Significant Other) must execute a certification that a family member, under 18 years of age either does *NOT* have a SSN Card or that they are going to apply for one immediately.

**5. Continued Need for Verification of the SSN.**

- a. Once a particular family member has documented his SSN, re-verification or re-documentation of the SSN is *NOT* required unless:
- b. The family adds a new member to the Household Composition. The new member must then disclose and document his / her SSN.

R. **Tribal Enrollment.** Applicants shall be enrolled members of a federally recognized Tribe and/or meet priorities identified in 2.13

S. **Wage Assignment Form.** Applicants, who are employed, are encouraged to execute a "*Wage Assignment*" form to facilitate monthly Rent / Homebuyer payments. It is *NOT* mandatory to fill one of these out, however, it is to the applicants' advantage to do so. "*Wage Assignment*" forms that are filled out at time of application filing, shall *NOT* be sent to the applicant's employer until such time as the applicant is processed for a MOVE-IN and re-affirm that he / she still wants to utilize that payment method.

**3.7. Filing Applications.**

A. Completed applications should be turned in to the CHA. This can be accomplished by:

1. Hand delivering them, in person, to the Receptionist  
or
  2. Mailing them to the CHA office located at 554 Chicog Street, P.O. Box 187, Lac du Flambeau, Wisconsin 54538.
- B. Immediately upon receipt, it shall be the responsibility of the Receptionist to accept the application, annotate the *date* and *time* the application was filed (by using the CHA “*received*” date stamp), initial it, and then forward it on to the Admissions Specialist for processing.
  - C. Applicants should ensure that CHA staff properly receipt their application as this shall determine a ranking spot on the waiting list(s).
  - D. After an application has been receipted for, the Admissions Specialist shall start a file on the applicant.

### 3.9. **Completed Applications.**

- A. Completed applications. The Admissions Specialist will review, process, determine eligibility and place on the appropriate waiting list(s). This process is discussed in more detail in Section 4 of this document.
- B. The Admissions Specialist shall verify ALL information on the application (as submitted by the applicant) that affects eligibility, Household Composition, selection, priority or preferences, annual income, unit size, determination of affordable rent / homebuyer payments, and housing need. This is also discussed in more detail in Section 4 of this document.

### 3.10. **Confidentiality.**

- A. As with any public housing program, families are required to reveal personal information about themselves and their finances that most citizens are allowed to keep private, and usually choose to keep private.
- B. In many ways, housing clients become vulnerable to harm through others' gossip and ridicule if information about them is *NOT* kept confidential by CHA staff.
- C. Applicants do *NOT* give up their right to privacy, simply because they are participating in a CHA housing program.
- D. CHA staff shall respect applicants and residents by holding ALL information about them in the strictest of confidence.
  1. Client information shall be used, by CHA staff and CHA Board members, ONLY when necessary to “conduct their work” and on a “need to know” basis.

2. Client information shall *NOT* be released to any individual CHA staff member, EXCEPT as is necessary to “*conduct their work*” and on a “*need to know*” basis.
  3. Client information shall *NOT* be released to any individual Board member, EXCEPT as is necessary in the conduct of their work and on a “*need to know*” basis. Furthermore, such release of client information, to Board of Commissioner members, shall be LIMITED to release at duly called Board of Commissioner meetings.
- E The violation of a client’s confidentiality is grounds for immediate dismissal of the offending CHA staff member and / or removal from office by the offending Board of Commissioner member(s). CHA employees and Board of Commissioners sign a confidentiality agreement.

## SECTION 4

### APPLICATION REVIEW / SCREENING PROCESS

- 4.1. **General.** After applications are receipted for; they shall receive a thorough review and screening by the Admissions Specialist (or other individual so delegated by the Director) to ensure eligibility and compliance with the application process.
  - A. This review shall be initiated within five business days of receipt of the application.
  - B. A preliminary determination of “*eligibility*” or “*non-eligibility*” shall be made as soon as possible, but *NO* later than 30 calendar days after the filing date of the application.
- 4.2. **Verification Accountability.** The Admissions Specialist shall use the “*Application Verification Checklist*” when reviewing applications. This checklist is used to ensure that action is taken on ALL required verifications.
- 4.3. **Verifications.** The verification of ALL information that affects eligibility, household composition, selection, priority or preferences, annual household income, unit size, determination of affordable payments (rent / homebuyer payments), and housing need is required.
  - A. **Third Party Sources.** The preferred method of verification shall be written verification by a *Third Party Source*. In the event that third party verification can *NOT* be obtained, the CHA may allow the applicant to submit other relevant information, provided that the submission contains a notarized statement, certification, or affidavit signed by the applicant that states the information submitted is true and accurate.
  - B. **Acceptable Types of Records.** Complete and accurate verification records, consisting of, but *NOT* limited to, the following are to be maintained with the application.
    1. **Certified Statements.** Certified Statements or summary data from a bank account, from self-employed persons, and from persons whose earnings are irregular, such as salesmen, taxi drivers, farmers, fishermen, seasonal workers, etc., setting forth gross receipts, itemized expenses and net income.
    2. **Copies.** Copies of documents in the applicant’s possession which substantiates his/her statements, or a brief summary of the pertinent contents of such documents signed and dated by the CHA staff who viewed them.
    3. **Letters.** Letters or other statements from employers, and other pertinent sources, giving authoritative information concerning ALL amounts of income.

4. **Memo's.** Memoranda of verification data obtained by personal interviews, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.
- C. **Sending Out Initial Verification Requests.** The Admissions Specialist shall send out a variety of Verification Request letters to help verify the applicant's statements and income.
- D. **Furnishing Proof.** Applicants shall be required to furnish proof of their statements, when required by the CHA staff, to reasonably assure accuracy of the information on the application.
- F. **Certifications.** Certification, by applicant's signature on the application, shall normally be considered sufficient verification of Household Composition, displacement, assets, residence, housing conditions, and need.
- G. **Earned Income. ALL earned** income shall be verified at the time of application, through the applicants employer(s), or by reviewing the applicants IRS Form 1040 (Schedule E), IRS Form 4506, W-2 forms, check stubs, or other means to assure accuracy.
- H. **Un-Earned Income. Unearned** income shall be certified by reviewing checks, certificates of award, or other means to assure accuracy.
- I. **Disability Claims.** Those claiming *disability*, as defined in the Social Security Act, must show proof of such disability.
  1. This would include a statement from the Social Security Administration for SS and SSI claims and from the State of Wisconsin for State disability claims.
  2. Check stubs from the State are also acceptable.
- J. **Validity Period.** By Law (NAHASDA), applicants must be "*income*" eligible at time of entry into the program for which they are applying. Often times, applicants remain on waiting lists for extended periods of time, before openings are available for them. In those cases, verifications shall be reviewed and re-submitted to ensure they are still eligible.
  1. **HUD Funded Programs and Tribal Rentals.** Verifications, for HUD Funded programs, as well Tribal Rental Properties, are considered to be valid for a period of *NOT* more than 12 months.
    - a. If an applicant has *NOT* been placed in a HUD Funding Housing Assistance Program or a Tribal Rental prior to that, the CHA's Admissions Specialist shall re-submit the verifications to ensure they are still current.



- b. Applicants found to be *NO* longer eligible shall be promptly notified. See Para 4.6.B. below for details.

2 **Tax Credit Program.** *“Income”* verification requirements for the Tax Credit Program are much stricter. While the first *“income”* verifications that go out will be used to determine *“initial”* eligibility, and placement on a Tax Credit Program Waiting List, IRS Tax Laws require this information to be re-certified within two weeks of Execution of the Lease Agreement.

- a. Applicants who are on track to get a Tax Credit home shall have their *“income”* eligibility re-certified two weeks prior to scheduled move-in. The CHA’s Occupancy Specialist (for the Tax Credit Program) shall re-submit the *“income”* verifications as part of the final Pre-Move-In process to ensure the applicant is still *“income”* eligible.

- b. Applicants found to be *NO* longer eligible shall be promptly notified. See Para 4.6.B. below for details.

K **Retention of Verification Information.** The CHA is required by Law (NAHASDA) to retain those records, upon which, it made its program *“eligibility”* determinations. As such, ALL documentation on verifications, shall be filed with the individual’s application and shall become a permanent part of his / her CHA record.

#### 4.4. Failure to Respond.

A. If, after two weeks, applicants and / or agencies have *NOT* responded to CHA requests for verifications, the Admissions Specialist shall attempt to ascertain the cause of the delay.

- 1. This can be accomplished through a telephone call and / or a follow-up verification letter.

B. In the event there is still *NO* response,

- 1. It shall be the responsibility of the applicant to *“personally”* contact the employer or agency involved and obtain the necessary verification information being sought.
- 2. Until the applicant obtains such verification data, the applicants application shall be rendered *“incomplete”* and therefore *NOT* eligible for placement on the waiting list(s).
- 3. The Admissions Specialist shall notify the client, in accordance with Para 4.5. below.

#### 4.5. Correcting Problems Found on the Application.

- A. Any problems, identified by the Admissions Specialist during the screening process, shall be documented in a letter entitled "*Notification of Non-Compliance*" that is mailed to the applicant.
- B. Applicants shall be allowed 14 calendar days, from the date of the notification letter, to respond to and correct the deficiencies identified during the review process.
- C. Failure of the applicant to properly complete the application and / or respond to the "*Notification of Non-Compliance*" shall result in the application being labeled "*incomplete*" and therefore *NOT* eligible for placement on the waiting list(s).

#### **4.6. Notifications.**

- A. **Acceptance (Eligible).** Once ALL verifications have been returned to the CHA, and it is determined that there are *NO* other disqualifying circumstances, the Admissions Specialist shall promptly notify the applicant, in writing, that he / she is "*eligible*" for Housing Assistance and has been placed on the applicable Waiting List(s). This shall be accomplished by use of the "*Notification of Eligibility*" form letter.
- B. **Non-Acceptance (Not Eligible).**
  - 1. Once ALL verifications have been returned to the CHA, and it is determined that there are *disqualifying circumstances*, the Admissions Specialist shall promptly notify the applicant, in writing, that he / she is "*not eligible*" for housing assistance and shall *NOT* be placed on the applicable Waiting List(s).
  - 2. The Admissions Specialist shall promptly notify applicants, determined to be *ineligible* or whose application has been *rejected*, of those findings and the reason(s) behind the decision.
    - a. This action shall be accomplished, in writing, within 10 business days of the CHA staff rendering such a decision.
    - b. This shall be accomplished by use of the "*Notification of Non-Eligibility*" letter.
  - 3. Applicants who are notified that they are *ineligible* or have been *rejected* shall be advised of their right to appeal using the CHA's appeal process.
    - a. To do this, they will contact the Admissions Specialist to set up a private conference with the Executive Director/BOC.
    - b. Such requests must be made within 10 business days of the date the notification letter was mailed.

- c. An interview date must also be scheduled at the earliest convenience of both parties, *NOT* to exceed 20 business days from the date the notification letter was mailed.
- d. Such requests, by the applicant, must be in writing.
- e. Telephone requests, for appeals from applicants, shall *NOT* be accepted by the CHA.
- f. At the appeal interview, the applicant shall be allowed to produce evidence, clarify information, and / or ask questions regarding eligibility. The decision of the BOC is final.

C. **Correctable Non-Acceptance (Not Eligible) Criteria.** Under some circumstances, applicants may *NOT* be immediately eligible for housing assistance, however, if they take corrective action, they may be.

- 1. Should an applicant have an outstanding debt with the CHA, other Housing Authorities / Agencies, Landlords, Wisconsin Public Service (WPS), or other Utilities, the Admissions Specialist shall promptly notify the applicant, in writing, that their application can *NOT* be processed until the debt is taken care of.
- 2. This shall be accomplished by use of the “*Notification of Debt*” letter. Furthermore, applicants shall *NOT* be placed on the waiting list(s) until such time as that debt is taken care of, in other words - *PAID IN FULL*.
- 3. Once notified, most applicants try and clear their debts with the CHA or others (as indicated above).
- 4. When an applicant clears his / her debt, they must provide original receipt of payment to the Admissions Specialist. A copy of said documentation shall be obtained and filed with the application to show that the debt was in fact cleared. (Or a letter from a Service Provider that the debt will be paid by their agency.)
- 5. Applicants with verifications pending and / or require debts to be cleared, shall be withheld from the system “*temporarily*” for a maximum of three months. If there has been NO response and the debt is not paid in full by the end of that three month period, then the application shall be filed with the “*ineligible*” applications.

4.7. **Examples of *Incomplete* Applications.** The examples listed below reflect conditions under which an application might be deemed “Incomplete” and therefore not eligible for assignment to a Housing Assistance program waiting list(s).

- A. Refusal of the applicant, spouse (significant other), or other adults listed on the "*Household Composition*" portion of the application, to sign the HUD and / or CHA "*Authorization For Release of Information*" form(s).
  - B. Refusal of the applicant, spouse (significant other), or other adults listed on the "*Household Composition*" portion of the application, to submit the "*Criminal Background Check*" form(s).
  - C. Refusal of the applicant, spouse (significant other), or other adults listed on the "*Household Composition*" portion of the application, to submit their "*Social Security Number(s)*".
  - D. Failure of the applicant to indicate ALL Household members who will be living in the housing unit.
  - E. Failure of the applicant to list income from ALL sources for ALL members of the household identified on the Household Composition form.
  - F. Failure of the applicant, spouse (significant other) to sign the application and / or initial off in those areas indicated on the application.
- 4.8. **Criteria for *Rejecting* an Application.** Certain information provided by the applicant, or determined by the CHA staff during its review and screening process, may be grounds for "*rejecting*" an application and "*denying*" access to Housing Assistance programs. Specific criteria for "*rejecting*" an application are outlined in Section 5 of this document.
- 4.9. **Client Notification of Rejection.** The Admissions Specialist shall promptly notify applicants, determined to be *ineligible* or whose Housing Assistance application has been *rejected*, of those findings and the reason(s) behind the decision. See Section 5 of this document for details.
- 4.10. **Placement on Waiting Lists.** After applications are processed, determined to be complete, and the applicant eligible, the applicant shall be placed on the appropriate waiting list(s). This is explained in more detail in Section 6 of this document.
- 4.11. **Application File Categories.** The CHA shall maintain a file for each family completing an application. The application, along with ALL information supplied by the applicant, verification of information, and ALL relevant correspondence with the applicant, shall be retained in the file. During the screening / review process, applicants files shall be placed in one of four categories.
- A. **Eligible.** This file contains those applications which have met initial *eligibility* requirements and the applicant has been placed on the waiting list for the Housing Assistance program(s) being applied for.
  - B. **Ineligible.** This file contains those applications which have *NOT* met initial eligibility requirements and have been determined to be *ineligible* for the Housing Assistance program(s) being applied for.

C. **Incomplete / Pending.** This file contains those applications which have *NOT* been sufficiently completed or verified to allow for a determination of eligibility to be made.

1. Applicants submitting an incomplete application shall be notified and given time to submit the missing information. ((See Section 4, Para 4.5. above for details))
2. Applicants are given 14 calendar days to respond.
3. If the information is *NOT* submitted within that 14 calendar day period, the application shall be placed in the *inactive* file.

D. **Inactive.**

1. This file contains those applications, which have *NOT* been updated within twelve (12) months.
  - a. Applicants, in this category, shall be removed from the waiting list(s).
  - b. Applicants shall have to re-apply for Housing Assistance program before they can be placed back on the waiting list. This is, in effect, the same as filing a “new” application and starting the process all over again.
2. Applications that remain “*Incomplete*” for more than 30 calendar days shall be placed in the “*Inactive*” file as well.

#### 4.12. **Application Updates.**

A. ALL applications shall be updated as soon as there has been a change in either the applicants housing situation / income or every 12 months, whichever comes first.

*NOTE: An updated application ensures the applicant retains his / her standing on the applicable waiting list(s).*

B. Application filing dates are used as the basis for determining time frames for UPDATES.

1. Applicants whose application is nearing the 12 month expiration date, shall be notified of the expiration date, by the Admissions Specialist.
  - a. This notification shall be mailed (via first class mail) to the applicant, along with a new application form, at least two weeks prior to the expiration date.
  - b. The “*Notification of Application Update*” form letter shall be used for this purpose.

2. Applicants shall be allowed two weeks to respond and update their applications.
- C. Updates can be accomplished by one of two means:
1. **In Person.**
    - a. The applicant can come in to the CHA office and personally review the existing application. If changes are required, each change shall be:
      - (1) Made by lining through the “original” entry.
      - (2) Entering the “corrected” entry in ink along with a note in the margin to explain why the change was necessary.
      - (3) Dated / Initialed.
    - b. The applicant shall also sign off on the *Application Update / Review* form.
    - c. The CHA staff shall then update the applicable waiting list(s) (comments section) to show that the application was updated and the date it was updated.
  2. **Re-submission.**
    - a. The applicant can complete a new application form and turn it in to the CHA.
    - b. The CHA staff shall review the application, for any changes and file it with the “*original*” application.
    - c. The CHA staff shall then update the applicable waiting list(s) (comments section) to show that the application was updated and the date it was updated
- D. Upon receipt of the updated application, or the Application Update / Review form, the Admissions Specialist shall:
1. Update the computer database (waiting list) to reflect the date the application was last updated.
  2. Review the application to ensure the applicant is still eligible for housing assistance.
- NOTE: An updated application ensures the applicant retains his / her standing on the waiting list(s).*
- E. If the applicant fails to update his / her application by the end of that two week period, the Admissions Specialist can make one last attempt (by

phone) to contact the applicant in an effort to determine the clients reasons for non-compliance. If there is still no response two weeks following the renewal due date, the applicant shall be dropped from the waiting list(s) and the application shall be moved to the Inactive File.

- F. After an application has been placed in the Inactive File, individuals may still re-apply for Housing Assistance, however, it shall be considered a “NEW” application and processed as such.

4.13. **Application Retention/Storage.** As noted in Federal Law (NAHASDA), housing files shall be kept for a period of three years following close out. In line with that, the CHA staff shall retain application files for a period of three years after close out.

- A. For example, if an applicant were determined to be *ineligible* the file would be kept for three years. Those three years is from the date the applicant was determined to be *ineligible*.
- B. For example, if an applicant failed to update his / her applications and it was moved to the *inactive* file, then the file would be kept for three years. That three years is from the date the application expired.

## SECTION 5

### REJECTION CRITERIA

- 5.1. Lac du Flambeau Chippewa Housing Authority Management is required by Federal Law to notify applicants, in writing, as to why their application for Housing Assistance has been denied. The purpose of this Section is to outline the CHA guidelines and criteria for “*rejecting*” or “*disapproving*” an application.
- 5.2. CHA Management reserves the right to reject the application of individuals, applying for Housing Assistance programs managed by the CHA, in those cases where it is determined that admission of the applicant and / or any member of the household would be damaging to the health, safety or welfare of other tenants, or the financial stability or physical environment of the project.
- 5.3. Individuals who already participate in Housing Assistance programs managed by the CHA, can have their Rental Lease / Homebuyer (MHOA) Agreements terminated based on the Rejection Criteria listed here as well.
- 5.4. After move-in, a head of household may request permission to add a family member (i.e., significant other, extended family member, etc.) to the Household Composition and reside in the assisted unit. Such individuals shall be screened for suitability and where warranted denied access / participation based on the Rejection Criteria listed here.
- 5.5. In order to help the CHA staff / management determine whether an applicant should be “*denied*” Housing Assistance, the CHA shall take into account the following factors:

A. **Abandonment.**

1. Applicants who previously participated in an assisted housing program (of any type), and who abandoned the dwelling unit, shall *NOT* be eligible for any type of future Housing Assistance program, managed by the CHA, for a period of three years.
2. That three year period is based on date of abandonment.
3. Any debts incurred, as a result of that abandonment, would also have to be taken care of (see *Debt Obligations* below) prior to being considered for any other type of Housing Assistance program.

B. **Confirmed Drug / Alcohol Addiction or Abuse.**

1. **General.** Applicants who are confirmed to have a Drug Addiction / Abuse problem shall be denied access for three years to any type of Housing Assistance program managed by the CHA. This would be based on evidence that confirms drug addiction / abuse. For example:



- a A record of conviction for illegal use of drugs or controlled substances;
  - b A record of conviction for activity relating to the misuse of alcohol, more than one instance in previous 3 months;
  - or
  - c Written reports from a probation officer, a recognized public social agency, or the family itself to the effect that the individual is addicted to or is misusing drugs.
2. **Detection.** This type of information would normally be uncovered during the “*Criminal Background Check*”.
  3. **Exceptions:** In cases where the individual has undergone follow- up treatment by a professional agency, he / she may be considered for participation in any Housing Assistance program managed by the CHA after a period of one year has elapsed.
    - a Such agency must confirm, in writing, that said individual(s) is rehabilitated and has not been involved in any further drug misuse.
    - b The one year period is calculated based on the most recent date of conviction.

C. **Criminal Activity.**

1. **General.** Applicants who are known to have engaged in Criminal Activity shall *NOT* be eligible for any type of Housing Assistance program managed by the CHA. This includes cases in which the applicant or a member of the applicants family, who is expected to reside in the affected household, was or is engaged in any criminal activity which involves crimes of physical violence to persons or property or the nature of which would be detrimental to the safety and welfare of other tenants or their peaceful occupancy of the premises.
2. **Violent Crimes. (Felonies)** Anyone convicted of “*violent crimes*” shall be permanently ineligible for any type of Housing Assistance from the CHA. (This is in line with HUD’s “*ONE STRIKE*” policy.) For the purposes of this policy, “*violent crimes*” include, but are *NOT* limited to, murder, assault with a deadly weapon, rape, or includes as one of its elements the use, attempted use, or threatened use of physical force against the person of another, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

3. **Lesser Crimes. (Misdemeanors)** Persons convicted of “*lesser crimes*” can be eligible for Housing Assistance again after the following criteria are met.
    - a. If after a period of three years, and there are *NO* further instances of criminal activities, the individual may be considered for Housing Assistance programs managed by the CHA.
    - b. An agency (local, state or Federal) must confirm, in writing, that said individual(s) is *NO* longer involved in any type of criminal activity.
    - c. The three year period is calculated based on the most recent date of conviction.
  4. **Detection.** This type of information would normally be uncovered during the “*Criminal Background Check*”.
- D. **Debt Obligations** – Applicants who have Debt Obligations shall *NOT* be eligible for any type of Housing Assistance program managed by the CHA. This includes any of the following situations where there was non-payment of a rightful obligation:
1. **General.** Applicants who owe the CHA (other Tribal Programs, other Federal programs, private landlords, utility companies, etc.) a balance from present or prior occupancy shall *NOT* be considered for Housing Assistance until their account is PAID IN FULL and reasonable assurance is obtained that the contributing causes for nonpayment during the present or prior occupancy have been sufficiently changed to enable the family to pay when due, monthly Homebuyer payments, Rent and other expenses relating to the occupancy of the home.
  2. **Repayment - Unmarried Couples.** In those instances where two unmarried individuals were the leaseholders, and an arrears balance was incurred, the arrears balance shall be split between the two individuals.
    - a. If, one of the leaseholders pays his / her share of the arrears balance, he / she shall be considered for Housing Assistance.
    - b. The arrears balance of the other individual shall *NOT* be held against him / her.
    - c. In any event, the other former lease holder, with an unpaid arrears balance shall remain *ineligible* for Housing Assistance and can *NOT* be added to the Household Composition of any household under management of the

CHA, until such time as his / her arrears balance is *PAID IN FULL*.

3. **Repayment - Married Couples.** In those instances where two married individuals were the leaseholders, and an arrears balance was incurred, the arrears balance is considered to belong to the “*married couple*”. In other words, both are “*legally*” responsible for the debt and repayment of that debt.
4. **Repayment - Divorced/Separated Couples.** Should there be a “*divorce*” or “*legal separation*” and one of those individuals seeks Housing Assistance again, the applicant would only be required to pay his / her half of the arrears balance before being considered for Housing Assistance again.
  - a. This approach to payment requires that there be “*legal*” documentation from the courts evidencing a “*divorce*” or “*legal separation*”.
  - b. It shall be the responsibility of the applicant to provide the CHA with a copy of the “*divorce decree*” or “*legal separation papers*”.
  - c. In any event, the other former leaseholder, with an unpaid arrears balance shall remain *ineligible* for Housing Assistance and can *NOT* be added to the Household Composition of any household under management of the CHA, until such time as his / her arrears balance is PAID IN FULL.
5. **Failure to Pay Debt After Move-Out.**
  - a. In ALL instances, former CHA leaseholders who move out and fail to pay their arrears shall be INELIGIBLE for any Housing Assistance program until debt is paid in full.
6. **Other Considerations.** Applicants should bear in mind that in addition to the Debt Repayment obligations, they must also meet ALL other eligibility criteria prior to re-admission to a Housing Assistance Program.

E. **Destruction of Property.**

1. Anyone who has received Housing Assistance from the CHA, other State / Federal Housing Programs, or private landlords and is known to have intentionally Damaged or Destroyed the rental (or lease to own) property shall *NOT* be eligible for any type of Housing Assistance program, managed by the CHA, for a period of three years.

2. That three-year period shall be based on the date of MOVE-OUT/ EVICTION.
3. Costs incurred must be paid in full.

F. **Drug Dealers.**

1. Anyone convicted of Dealing Drugs shall be ineligible for three years from date of conviction for any type of Housing Assistance program managed by the CHA.
2. For the purposes of this subsection, “*dealing drugs*” shall mean manufacturing, distributing, delivering or selling with intent to distribute, deliver, or sell controlled substances contrary to the laws of the United States, or any state, or any federally recognized Indian Tribe.
3. Reinstatement of eligibility shall be based on a follow-up Criminal Background Check to ensure the applicant (or household member) has a clean record and NO pending court actions for similar drug offenses.
4. **Detection.** This type of information would normally be uncovered during the “*Criminal Background Check*”.
5. **Exceptions:** In cases where the individual has undergone follow- up treatment by a professional agency, he / she may be considered for participation in any Housing Assistance program managed by the CHA after a period of one year has elapsed.
  - a. Such agency must confirm, in writing, that said individual(s) is rehabilitated and has not been involved in any further drug misuse.
  - b. The one year period is calculated based on the most recent date of conviction.

G. **Drug Possession.**

1. Anyone convicted of “*Possessing of Illegal Drugs*” shall **NOT** be eligible for any type of Housing Assistance program, managed by the CHA, for a period of three years.
2. That three-year period being from the date of conviction.
3. Reinstatement of eligibility shall be based on a follow-up Criminal Background Check to ensure the applicant (or household member) has a clean record and **NO** pending court actions for similar drug offenses.

4. **Detection.** This type of information would normally be uncovered during the "*Criminal Background Check*".
5. **Exceptions:** In cases where the individual has undergone follow-up treatment by a professional agency, he / she may be considered for participation in any Housing Assistance program managed by the CHA after a period of one year has elapsed.
  - a. Such agency must confirm, in writing, that said individual(s) is rehabilitated and has not been involved in any further drug misuse.
  - b. The one year period is calculated based on the most recent date of conviction.

H. **Evictions.**

1. If it is determined that the applicant has been previously evicted for non-payment or non-compliance shall *NOT* be eligible for any type of Housing Assistance program managed by the CHA for a period of three years.
2. Applicants with EVICTIONS on their records (as noted here) shall not be eligible for any type of Housing Assistance for a period of three years.
3. That three year period being from the date of eviction.
4. Costs incurred must be paid in full.

I. **Failure to Cooperate** - By failing to cooperate with the application process, applicants shall *NOT* be eligible for any type of Housing Assistance program managed by the CHA until requirements are met. This can include, but is not limited to:

1. Refusing or failing to sign and complete required forms.
2. Refusing or failing to supply application information.

J. **Fraud** - Applicants who are found to have committed Fraud, in connection with any housing assistance program, or failing to disclose previously committed Fraud in connection with any CHA program, shall *NOT* be eligible for any type of Housing Assistance program managed by the CHA for a period of three years.

K. **Gang Involvement.**

1. **General.** If an applicant or any of his /her family members (listed on the Household Composition form) has a confirmed police record

of Gang Involvement then the applicant shall *NOT* be eligible for any type of Housing Assistance program managed by the CHA.

**2. Exception:**

- a. If, after a period of two years, there are *NO* further instances of Gang related activities, said individual(s) shall be eligible for Housing Assistance programs managed by the CHA.
- b. A local / state / Federal agency must be able to confirm, in writing, that said individual(s) has *NOT* been involved in any further Gang activity.
- c. The two year period is calculated based on the most recent date on which the Law Enforcement Agency (incident report or other similar document) denotes gang involvement. Applicant or household member must show documentation of rehabilitation.

- 3. **Detection.** This type of information could possibly be revealed through a "*Criminal Background Check*"; however, because laws limit the release of information involving "*juveniles*" it may be hard to substantiate this through local law enforcement agencies.

**L. Grossly Unsanitary or Hazardous Housekeeping.**

- 1. If it can be determined that an applicant has a history of or is known to utilize Grossly Unsanitary or Hazardous Housekeeping practices, they shall *NOT* be eligible for any type of Housing Assistance program managed by the CHA. This can include, but is *NOT* limited to:
  - a. Generally creating any health or safety hazard through acts or neglect.
  - b. Causing any health or safety hazard through misuse of the premises and equipment, if the family is responsible for such hazard, damage or misuse.
  - c. Causing or permitting infestation, foul odors or other problems injurious to another person's health, welfare or enjoyment of the premises.
  - d. Disposing of or depositing garbage improperly.
  - e. Failing to use, in a reasonable and proper manner, all utilities, facilities, services, appliances and equipment within the dwelling unit.
  - f. Failing to maintain the dwelling unit in a good and clean condition.

- g. Failing to maintain the property (yard, driveway) of the dwelling in a good and clean condition.
  - h. Any other conduct or neglect which could result in health or safety problems or in damage to the premises.
- 2. In those cases where a qualified agency is working with the family to improve housekeeping and the agency reports that the family shows potential for improvement, decisions as to eligibility shall be reached after referral to and recommendation by such agency.
  - 3. This category does *not* include families whose housekeeping is found to be superficially unclean or the lack of orderliness, where such 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.
  - 4. The CHA may (at its discretion) seek a home visit at the applicant's current residence to ensure the poor housekeeping habits have been corrected. The results of such visits shall be documented and included in the applicants file.

M. **Habitual Criminal.**

- 1. Applicants who are determined to be Habitual Criminals shall be ineligible for any type of Housing Assistance program managed by the CHA. (Refer to High Risk Policy).
- 2. This includes cases in which an applicant or a member of the applicant's family, who is expected to reside in the household, has demonstrated over time that he / she is a habitual criminal.
- 3. While individually, the crimes on the individual's record may *NOT* warrant REJECTION, collectively they would.
- 4. For example, say the individual had 10 or more arrests and convictions within the past three years. This shows a pattern of criminal activity and is *NOT* a person we want in our housing units. Their demonstrated behavior would likely be detrimental to the safety and welfare of other tenants or the other tenant's enjoyment and peaceful occupancy of the premises.
- 5. **Detection.** This type of information would normally be uncovered during the "*Criminal Background Check*".

N. **Misrepresentation.**

- 1. Should an applicant willfully or seriously misrepresent items on the application or during the application screening process, they shall

NOT be eligible for any type of Housing Assistance program managed by the CHA.

2. This includes providing “false” or “misleading” information on the application.

O. **Non – Compliance with Rental Agreements.**

1. Applicants who are found to have a history of Non-Compliance with Rental Agreements shall NOT be eligible for any type of Housing Assistance programs managed by the CHA.
2. This includes, but is NOT limited to evidence of failure to comply with the terms of a Rental Lease / Homebuyer (MHOA) Agreement involving prior residences, such as:
  - a. Providing shelter to unauthorized persons;
  - b. Keeping pets in violation of policies;
  - c. Failure to control children / guests;or
  - d. Other acts in violation of established rules and regulations.

P. **Over Income** - Most of the Housing Assistance programs are intended to serve “low-income” families.

1. Applicants, whose income is determined to be OVER those income limits shall NOT be eligible for entry into any of CHA’s “Low- Income” Housing Assistance programs that are managed by the CHA.
2. HA defines “Low-Income” as being at or below 80% of median area income.
3. To determine if a family meets definition of “Low-Income” and is “income eligible” one needs to refer to the income tables published by.
  - a. These tables are updated annually and are broken down by state and county.
  - b. To increase the eligibility pool, allows the CHA to look at the “National Average”. If the National Average is higher than the local county rate, then HA allows us to use the National Average rate.

Q. **Past Negative Performance History in Meeting Financial Obligations.**



1. If it is determined that the applicant has a past Negative Performance History in meeting Financial Obligations, they shall *NOT* be eligible for any type of Housing Assistance program managed by the CHA. This includes, but is *NOT* limited to such things as rent and utilities. *(NOTE: An applicant may apply and be placed on the Waiting List however, will not receive housing until obligations have been met.)*
2. The CHA may request information from utility companies, former landlords, other federal housing programs, etc. detailing payment history for as many as the past five years.

R. **Rape, Prostitution or Sexual Deviation.**

1. **General.** Applicants who have convictions for Rape, Prostitution or Sexual Deviation, shall be permanently ineligible for any type of Housing Assistance program managed by the CHA. This includes convictions for the offenses of:
  - a. Rape;
  - b. Lewd behavior;
  - c. Sodomy;
  - d. Child molestation;
  - e. Carnal abuse;
  - f. Impairing the morals of a minor;
  - g. Prostitution;  
or
  - h. Similar crimes indicating sexual deviation.
2. **Detection.** This type of information would normally be uncovered during the "*Criminal Background Check*".

S. **Records of Disturbance of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior** - If an applicant has a known history of disturbing neighbors, destruction of property or other disruptive or dangerous behavior. See High Risk Policy. This includes documented behavior or conducts which:

1. Adversely affects the safety or welfare of other persons by physical violence, gross negligence, or irresponsibility.
2. Damages the equipment or premises in which the family resides.
3. Is disturbing or dangerous to neighbors.

4. Disrupts sound family and community life.

T. **Unfavorable Tenancy or Credit Records** - If an applicant has a known history of Unfavorable Tenancy or past due utilities and rent, then they shall *NOT* be eligible for any type of Housing Assistance program managed by the CHA until obligations have been met. This includes:

1. A consistent, severe or recent history of deficiencies in overall credit (with regards to rent / lease payments) which indicate the family would be unable to or would otherwise fail to pay monthly obligations for the dwelling unit when due and / or other expenses relating to occupancy of the dwelling unit;

or

2. The absence of a timely payment history for rent / lease obligations or any other obligations, unless the family can show good cause for such absence.

V. **Violent Behavior**.

1. **General.** If an applicant has a known history of Violent Behavior, then they shall *NOT* be eligible for any type of Housing Assistance program managed by the CHA. This includes evidence of acts of violence or of any other conduct, which would constitute a danger or disruption to the peaceful occupancy of neighbors.

2. **Exception.**

a. If after a period of two years, and *NO* further instances of Violent Behavior the individual may be considered for Housing Assistance programs managed by the CHA.

b. A local / state / Federal agency must confirm, in writing, that said individual(s) have *NOT* been involved in any type of Violent Behavior for the past two years.

c. The two year period is calculated based on the most recent date of conviction and / or most recent date on which the Law Enforcement Agency (incident report or other similar document) denotes the Violent Behavior occurred.

3. **Detection.** This type of information would normally be uncovered during the "*Criminal Background Check*".

5.6. **Final Determination.** Before determining whether an applicant is suitable or *NOT* suitable for participation in any of the Housing Assistance Programs managed by the CHA, the Executive Director/BOC shall review ALL of the information gathered in the screening process, taking into consideration the date, nature, and severity of the occurrences and the probability of future occurrences.

## 5.7. Unsuitable Applicants.

A. **Notification.** The Admissions Specialist shall promptly notify applicants, determined to be Unsuitable (*ineligible*) or whose application has been *rejected*, of those findings and the reason(s) behind the decision.

1. That action shall be accomplished, in writing, within 10 business days of the CHA staff rendering such a decision.
2. This shall be accomplished by use of the “*Notification of Non-Eligibility*” form letter.
3. That notice shall also contains a provision that advises the applicant of his / her right to appeal.

### B. Appeals.

1. Applicants who are notified that they are Unsuitable (*ineligible*) or have had their application *rejected* shall be advised of their right to appeal using the CHA appeal process.
2. To do this, they may request a private conference with the CHA Executive Director/BOC regarding the unsuitability determination.
3. Appeal requests, from the applicant, must be in WRITING, and submitted within 10 business days of the date the “*Notification of Non-Eligibility*” form letter was mailed.  
NOTE: Telephone requests from the applicant, for an appeal, shall *NOT* be accepted by the CHA.
4. An appeal hearing, to make a final determination on the matter, shall be scheduled at the earliest convenience of both parties, but not later than 10 business days after receipt of the appeal letter from the applicant.
5. At the appeal hearing, the applicant shall be allowed the opportunity to produce evidence, clarify information, and / or ask questions regarding eligibility.
6. Final decision will be made within five business days.

## 5.8. Re-instating a Rejected Applicant. If unfavorable information is verified about an applicant during the screening process and he /she was determined to be ineligible or had his / her application rejected, the CHA Executive Director/BOC may:

A. Give consideration to the time, nature and seriousness of the applicant’s behavior and to other factors, which might show a reasonable change of future favorable behavior or financial prospects. For example:

1. Evidence of Rehabilitation.

2. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling programs and the availability of these programs.
  3. Evidence of the applicant family's willingness to attempt to increase family income.
- B. Meeting such conditions can be grounds for re-instating an applicant's eligibility for Housing Assistance.

## SECTION 6

### WAITING LISTS

- 6.1. **Legal Requirements.** The CHA is required by law to maintain a WRITTEN waiting list for ALL Housing Assistance programs under management.
- A **Waiting Lists for Each Program.** The Admissions Specialist shall maintain a Waiting List for each bedroom size.
- 6.2. **Placement on the Waiting List.** Applicants shall *NOT* be placed on the waiting list(s), for the Housing Assistance program(s) that they have applied for, until such time as their application has been reviewed / processed by the Admissions Specialist, and the applicant is found to be “*eligible*” for that program.
- 6.3. **Ranking.** Waiting lists, for ALL programs, are set up to rank applicants by use of the DATE their application was filed with the CHA.
- A In other words, eligible applicants shall be drawn from the TOP of the waiting list.
- B In the event two or more applications are received on the same date, the TIME of filing shall be used as the basis for ranking.
- 6.4. **Waiting List Maintenance.** The Admissions Specialist shall maintain waiting lists, on a Computer database.
- 6.5. **Updating Waiting Lists.** Updated waiting lists shall be run off, in hard copy form, during the first week of each month.
- A The Admissions Specialist shall retain a copy of the list (in a three ring binder and filed by month) as a permanent record for the CHA.
- 6.6. **Occupancy Standards.** The CHA staff shall make every effort to match the applicants housing “*need*” with a dwelling unit of appropriate size. This is done, in an effort, to ensure that “*overcrowding*” and “*underutilization*” of units is NOT occurring or is minimized. To do that, the following Occupancy Standards shall be adhered to.
- A **General.** The “*number*”, “*age*”, “*sex*”, and “*relationship*” of persons permitted to occupy a bedroom shall meet reasonable standards of health and privacy and allow flexibility to accommodate changes in Household Composition.
1. **Head of Household / Spouse** (Significant Other) - one bedroom.
  2. **Male member of household**, other than Head of Household/Spouse (or Significant Other) - one bedroom.

3. **Female member of household**, other than Head of Household / Spouse (or Significant Other) - one bedroom.
5. **Minor Children** (under the age of 18 and of the same sex and near same age (i.e., within three-four years) - one bedroom.
6. **Infants** would *NOT* be required to share a bedroom with persons of different generations, including their parents.
7. No more than two persons shall be required to occupy a bedroom.
8. Persons of different generations, persons of the opposite sex (other than spouses) and unrelated adults shall *NOT* be required to share a bedroom.

B. **Exceptions.** The Housing Director may make exceptions to the Occupancy Standards, noted above, under the following circumstances:

1. **Single Parents.** A *Single Parent* family can be given consideration for an additional bedroom.
2. **Medical Need.** A documented *Medical Need*, of the applicant and / or household member, can be grounds for giving consideration for an additional bedroom.
  - a. The recommendation of a Medical Doctor that an additional bedroom would help facilitate the medical care or well being of a family member is required.
  - b. That recommendation needs to be in WRITING, and on the Doctors Letter Head Stationary.
3. **Live-In-Aid.** If a Live-In-Aid (Care Attendant) is required to help with the Medical Needs of the applicant and / or household member, and the applicant can provide the proper documentation (certified - background check, etc.), then consideration can be given for an additional bedroom.
  - a. The recommendation of a Medical Doctor, that a Live-In-Aid is required to help facilitate the medical care or well being of the applicant / family member, is required.
  - b. That recommendation needs to be in WRITING, and on the Doctors Letter Head Stationary.
4. **Foster Children.** Consideration can be given to those families who routinely take in *Foster Children* and may require an additional bedroom.
  - a. Proof of "*current*" Foster Care certification is required.

- c. Such proof must be provided to the LDFCHA to qualify for this exemption.
  5. **Unborn Children.** If an applicant or the applicants spouse (significant other) is pregnant at time of application, and she can provide proper documentation of that pregnancy (see Section 3, Para 3.6.K. of this document for details), then the CHA may give consideration for an additional bedroom.
  6. **Pending Adoptions.** If an applicant is in the process of adopting a child, and the applicant can provide documentation supporting that pending adoption, then the CHA may give consideration for an additional bedroom.
- C. **Occupancy Tables.** To help put the above standards in perspective, the table below illustrates how the CHA staff determines the appropriate number of bedrooms required to accommodate a family, of a given size, based on a “*minimum*” and “*maximum*” number of family members per bedroom sized unit.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	4	6
4	6	8
5	8	10

- D. **Waivers to Bedroom Size Occupancy Standards to Accommodate Management.**
1. These standards may be waived, at the discretion of the CHA Director, when a vacancy problem exists and it is necessary to achieve or maintain full occupancy by temporarily assigning a family to a larger size unit than is required.
  2. **For example:** There are three (3) four-bedroom units vacant and *NO* one is on the four-bedroom waiting list. There are, however, 20 families on the three-bedroom waiting list. Under these circumstances, the Director may authorize families from the TOP of the three-bedroom waiting list to be moved into a four-bedroom unit. This is done to keep units full. Vacant units are subject to vandalism.

3. The Director shall place a “*Waiver*” MEMO in the applicants file attesting to the fact that there were *NO* eligible applicants on the four bedroom waiting list and that the provisions of this portion of the Admissions Policy were applied.
4. These documents shall be used to provide back-up, should the CHA staff be questioned about putting someone from the three bedroom waiting list into a four bedroom unit.

**E Removal from the Waiting List.** Eligible applicants shall remain on the waiting list(s) until such time as:

1. **Awarded a Unit.** They are awarded and accept a unit.
2. **Application Expires.** After a 12 month period has elapsed and the applicant fails to update his / her application.
  - a. Applicants who are removed from the waiting list, for failure to update their application, shall have their applications moved to the *inactive* file. With that, they will lose their “*original*” eligibility date and standing on the waiting list.
  - b. The CHA staff will provide written notification 60 days prior to update of such removal to the applicant.
3. **Applicant Requests Removal.** The applicant wishes to be removed from the list.
  - a. The applicant must submit a written request to the CHA indicating his/ her desire to be removed from the waiting list(s).
  - b. **NO Phone Calls.** *Phone calls*, requesting removal, shall NOT be accepted.

***Rational:*** *The CHA staff is unable to determine, via a phone call, if the caller is in fact the applicant. In the event of a problem / dispute, there would be NO Written Record to back up the CHA staff’s decision to remove the applicant.*

4. **NO Longer Eligible.** The applicant has a change in household income or composition that renders him / her “*ineligible*” for the Housing Assistance program that he / she has applied for.
  - a. Applicants who were income “*eligible*”, when first placed on the Waiting List, can become “*ineligible*” if their income goes up to such an extent that it exceeds the 80% of median area income, (as established by HUD). Applicants need to bear in mind that the law requires applicants for Federally Subsidized Housing Assistance programs to be “*income*”



*eligible*” at “*time of entry into the program*”. That is further defined, in law, as of the date the Rental Lease / Homebuyer (MHOA) Agreement are signed.

- b.* Applicants are required to keep the CHA staff informed of such changes, as they occur, by providing written notification.
- c.* The CHA staff shall reassess eligibility of the applicant based on any change in household income or composition to ensure that the applicant still meets ALL eligibility requirements for admission.
- d.* Should an applicant become “*ineligible*” based on a change in household income or composition, CHA staff shall promptly notify the applicant in writing that he / she *NO* longer qualifies for Housing Assistance.
- e.* In addition to income changes, disqualification may also be caused by program and policy changes.
- f.* In cases where annual income is seasonal or sporadic, a three year average of income *SHALL* be used for the family member whose income cannot be otherwise determined.

## SECTION 7

### SELECTION PROCESS

- 7.1. **General.** It is important to note that housing units are awarded as they become available and may *NOT* necessarily coincide with an applicant's *immediate* desire for housing nor his / her *first* preference area.
- 7.2. **Unit Availability.** The Inspector shall formally notify the Occupancy Specialist when a unit is available for occupancy.
- 7.3. **Selection Criteria.** The Admissions Specialist shall utilize the *date / time of filing* as the *first* criteria in the selection purposes.

A **Example 1** *Three Bedroom Waiting List*

<i>Standing</i>	<i>Date of Application</i>	<i>Name</i>
1.	03/07/00	John Doe
2.	05/08/00	Jane Lamp
3.	07/09/00	Mary Doe

Maintenance has a three-bedroom unit available. The applicant at the TOP of the waiting list, John Doe, shall be offered the unit.

- 7.4. **Waivers or exceptions.** **Waivers** or **Exceptions** to this selection criteria may only be granted in the event of unusual or extenuating circumstances that adversely affect the safety and welfare of the individual / family concerned.
- 7.5. **Selecting a Prospective New Client.** The Admissions Specialist shall then contact the Occupancy Specialist and advise him / her who the "*prospective*" new client is.
- A Based on the unit size (number of bedrooms) and location of the available unit, the Admissions Specialist shall provide the Occupancy Specialist with the name of the applicant who (from the TOP of the Waiting List or who has been approved by waiver) is being processed for the unit.
- B. The Admissions Specialist shall also turn over the applicants file to the Occupancy Specialist at that time.
- 7.6. 7.7. **Final Review of Verifications.**
- A Upon receipt of the applicants file, from the Admissions Specialist, the Occupancy Specialist shall review ALL the verifications in the applicants file and ensure that they are within 90 days of lease-up. Final approval for selection of a unit will be completed by the Director.
- 7.8. **Notifying the Client.** The Admission's Specialist shall notify the applicant, in writing, about the availability of the unit and his / her selection for that unit.

- 7.9. **Notification Content.** The notification letter that goes to applicant, selected for Housing Assistance, shall include the following:

**A. Rent /Homebuyer Payments.**

**1. Rents and Homebuyer Payment Standards.**

- a. **Rents.** Currently, rents for HUD funded housing programs, are set at 30% of the households ADJUSTED GROSS INCOME.
- b. **Homebuyer Payments.** Currently, rents for HUD funded homeownership programs, are set at 15% of the households ADJUSTED GROSS INCOME.

**2. Estimating Monthly Rent and Homebuyer Payments.** A preliminary ***Rent / Homebuyer Payment Calculation Worksheet***, based on the information available to the CHA staff, shall be prepared to show the perspective new client what to expect in the way of monthly payments.

- a. The policies and procedures used to establish monthly rents and / or homebuyer payments are found in the CHA's *Rent and Collection Policy*.
- b. The CHA's *Rent and Collection Policy* should be referred to for ALL information on how to determine rent / homebuyer payments, make changes to said payments, re-determine rent / homebuyer payments, and required action(s) in the case of non-payment and / or defaults.

**B. Security Deposit Requirements.**

- 1. Advise applicants, who will be executing a Rental Lease Agreement, that they must be willing and able to make the required Security Deposit payment at their upcoming Orientation session.
- 2. The amount of the Security Deposit shall also be calculated and made known to the perspective new client. This shall be included on the "*Rent/Homebuyer Payment Calculation Worksheet*". As noted previously, the MINIMUM Security Deposit is set at \$100 or the equivalent of one month rent (whichever is greater), for NAHASDA Units, the equivalent of the Basic Rent for Rural Development units.
- 3. Informing the new client, about the Security Deposit requirements, is very important because all too often clients want to move in, however, they did *NOT* have the foresight to set money aside to cover their Security Deposit obligation. ***The Security Deposit will***

***be paid at the time of the move-in inspection or persons who are eligible for rental assistance in the Rural Development Programs or where payment of the security deposit in a single payment would leave the tenant with insufficient funds to pay for the basic necessities of life, the option of paying the security deposit on an installment payment plan.***

#### **7.10. Notification of Perspective Status.**

- A. **Notification.** The Admissions Specialist shall complete a “*Notification of Perspective Status*” form letter and mail it (first class) to the applicant.
- B. **Notice Content.** This form letter shall:
  - 1. Clearly state that the applicant has been selected as a “*prospective*” client for participation in the Housing Assistance program they applied for.
  - 2. Clearly identify the unit number, apartment number (if applicable), location, and program type.
  - 3. Clearly state that the applicant shall be required to participate in a MANDATORY Program Orientation session prior to occupancy (Move-In) and release of keys (by Housing) for the unit. The scheduled Orientation date and time should also be noted.
  - 4. Identify the name of the applicants Occupancy Specialist.
  - 5. Clearly state that a Homebuyer Agreement (MHOA), Contract, or Rental Lease Agreement needs to be executed prior to occupancy (move-in). To accomplish that, the applicant shall be advised that he / she must be willing to sign a *Letter of Intent* to enter into the *Homebuyer Agreement (MHOA), Contract, or Rental Lease Agreement*.
  - 6. Clearly state that the NOTICE is *NOT* a contract and does *NOT* obligate the CHA in any way.
- C. **Declaration of Acceptance/Refusal.** The Admissions Specialist shall also enclose a copy of the “*Declaration of Acceptance / Refusal*” form letter for the applicant to sign and return to Housing.
- D. **Mutual Help Program.** If an applicant is being considered for award of a Mutual Help home, several other stipulations apply.
  - 1. In addition to signing the *Declaration of Acceptance / Refusal*” form letter, Mutual Help applicants must sign a letter of intent to enter into a Mutual Help and Occupancy Agreement (MHOA);

2. They must also agree to attend mandatory Homebuyer Training / Counseling sessions that describe their obligations under the Mutual Help program.
- 7.11. **Acceptance / Denial of Unit Awarded.** Applicants shall have five business days (from the date of the official notification letter) in which to respond to the notification.
- A. **General.** The notification letter requires the applicant to denote whether he / she will accept or deny the unit being awarded.
  - B. **Applicant Accepts.**
    1. Should an applicant accept the unit that has been awarded to him / her, the Admissions Specialist shall immediately update the waiting list comments section.
    2. The Admissions Specialist shall then move on to the Orientation phase (see Section 8 of this document for details).
    3. **Impact on Waiting List Standing.**
      - a. After receipt of “*acceptance*” (in the Declaration of Acceptance / Refusal letter) the Admissions Specialist shall remove the applicants name from the applicable waiting list at time of signing of the Lease/Agreement in the CHA’s computer database.
      - b. The Admissions Specialist shall enter a comment into the Waiting List file (comments section) denoting the date of assignment; unit number / location assigned and projected move-in date.
  - C. **No Response From Applicant.**
    1. Failure, on the part of the applicant to respond to the letter of notification, within the established five day time frame, shall result in an automatic “*Refusal*” status being invoked for the unit.
    2. This shall then be treated the same as a *declination* and processed accordingly (see Section 7, Para 7.12. D. above).
  - D. **Applicant Declines.**
    1. Should an applicant *decline* a unit that has been awarded to him / her, the Admissions Specialist shall immediately go to the applicable Waiting List and select the next eligible applicant from the TOP of the Waiting List and issue a notification letter to them.
    2. Under these circumstances the selection / notification process shall start anew (refer back to Section 7, starting at Para 7.3. for details.)

**E. Impact on Waiting List Standing.**

- a. An applicant may not refuse a unit and retain his/her position on the waiting list. If an applicant selected refuses to accept the unit without good cause, the applicant will receive a new application date.
- b. EXCEPTION. Good Cause – Good cause may include, undue hardship such as health reasons or other clear evidence of inability to accept the unit.

**7.12. Participation in Other Housing Assistance Programs.** If an applicant indicated that he / she was participating in another federally assisted housing program (i.e., receiving Housing Assistance from the CHA, another Housing Authority, or the HUD Section 8 Voucher Program) he / she must:

- A. Advise the landlord / agency, in writing, that he / she will be vacating the unit and provide them with the projected move-out date.
- B. Clear ALL bills with said landlord / program.
- C. Provide the CHA with proof (copy of signed notification letter) to ensure that all obligations have been closed out with said agencies and / or private landlords.
- D. These actions must be completed, to the satisfaction of CHA Management, before the applicant can proceed to the ORIENTATION phase.

**E. Rational.**

- 1. Following these procedures is a critical element in the CHA's on going effort to maintain a good working relationship with other housing providers and private landlords in our service area.
- 2. We have found it very difficult to get private landlords to participate in our Rental Assistance Program because of the past abuses (by a few tribal members) who fled those private (off reservation) units for the sanctuary of Reservation Housing.
- 3. When tribal members leave without giving the private landlord proper notice, leave owing rent, leave unpaid utilities, leave damages, etc. it makes it that much more difficult for them to accept the next tribal family, who desperately needs housing, as a renter.
- 4. It is the hope of the CHA, that by insisting on these simple "*courtesies*" we will be able to provide decent, safe, and adequate housing opportunities to tribal members for generations to come.

**7.13. Prior CHA Ownership Home.**

- A. The applicants cannot previously own or dispose of property previously purchased through CHA and reapply for any CHA programs.
  - B. The home must be labeled condemned by a certified building inspector or is dilapidated beyond repair.
  - C. **Rational.**
    - 1. This is necessary to ensure that the applicant does *NOT* receive Tribal and / or Federal Housing Assistance when he / she already owns a home or trailer home.
    - 2. In a sense, retaining a home / trailer home while participating in another federally subsidized Housing Assistance Program constitutes DOUBLE DIPPING and shall *NOT* be tolerated.
    - 3. What we have found happens is that people in this situation reside in a federally subsidized home while at the same time they are renting out their former home / trailer home. Unfortunately, most of them purposely FAIL to report the rent as income in order to avoid higher monthly payments for their federally subsidized unit.
- 7.14. **Orientation.** Once an applicant accepts a unit, the next step is Orientation with the Occupancy Specialist, to begin the move-in process.

## SECTION 8

### ORIENTATION

8.1. **Orientation Actions.** In preparation for the pre move-in Orientation, the Occupancy Specialist shall take the following actions:

- A. Prepare a Rental Lease and / or Homebuyer Agreement (MHOA), as applicable, and have it ready for the new client to sign;
- B. Prepare a Payment Computation Worksheet based on the new clients reported household income;
- C. Set up a new Client File;
- D. Set up an Orientation Control Sheet;

8.2. **Orientation Control Sheet.**

- A. During the Orientation, the Occupancy Specialist shall use the “*Orientation Control Sheet*” as a guide to ensure that ALL pertinent information is covered with the new client and that all necessary documentation has been executed.
- B. The major topic areas covered on the *Orientation Control Sheet* are:
  - 1. Rental Lease / Homebuyer Agreement (MHOA), as applicable.
  - 2. Utilities and clients responsibilities to pay.
  - 3. Tribal Ordinances;
  - 4. Sanitation and Safety;
  - 5. Other.
- C. The Occupancy Specialist shall ensure that ALL other forms and / or documents are executed before the new client is released from the Orientation session.
- D. **Acknowledgements.** At the conclusion of the Orientation, the Occupancy Specialist shall ensure that:
  - 1. The new client initials off on all blocks on the *Orientation Control Sheet*.
  - 2. The new client signs and dates the *Orientation Control Sheet*. In so doing, he / she acknowledges that he / she has been briefed on and understands the information covered during the Orientation.
  - 3. The signed copy of the *Orientation Control Sheet* shall become a part of the client’s permanent CHA tenant file.



### **8.3. The Rental Lease / Homebuyer Agreement (MHOA).**

#### **A. Security Deposit.**

1. Before the applicant shall be allowed to execute the lease, he / she must have the FULL AMOUNT of the Security Deposit.
2. Payment of the Security Deposit Payment shall be in the form of a “*personal check*”, “*money order*” or “*cash*”.

#### **B. Executing the Rental Lease / Homebuyer (MHOA) Agreement.**

1. Prior to admission to any program, a Rental Lease / Homebuyer (MHOA) Agreement must be executed by the person(s) who is / are to be responsible (both legally and morally) for the unit, and who is / are actually looked to and held accountable for the family’s need.
2. **Who executes the Rental Lease / Homebuyer Agreement (MHOA).**
  - a. The head of household must execute the Rental Lease / Homebuyer Agreement (MHOA).
  - b. If married and the spouse is residing in the unit, he / she must co-sign the Rental Lease / Homebuyer Agreement (MHOA).
  - c. If two unmarried individuals intend to lease a unit together, both of them must execute the Rental Lease / Homebuyer Agreement (MHOA).
  - d. The Occupancy Specialist shall execute the Rental Lease / Homebuyer Agreement (MHOA), on behalf of the CHA.
  - e. After ALL signatures have been obtained, during the Orientation, the Occupancy Specialist shall forward the Rental Lease / Homebuyer (MHOA) Agreement to the Director. The Director of the CHA (or his / her designated representative) shall also execute the Rental Lease / Homebuyer (MHOA) Agreement on behalf of the CHA.

#### **C. Following Execution of the Rental Lease / Homebuyer Agreement (MHOA).**

1. After a Rental Lease / Homebuyer (MHOA) Agreement has been executed, the terms and conditions of the agreement shall prevail from that day forward and until the agreement is “*officially*” terminated.
2. Leaseholders are required to abide by:

- a. The terms and conditions of the lease.
  - b. Future addendum's that may be necessitated.
  - c. Any local, State, or Federal guidelines that are applicable for continued eligibility in the program they are participating in. Intense education will be given on all tax credit units.
- 3. The Occupancy Specialist shall ensure that the new client is provided with a copy of the "*signed*" and "*executed*" Rental Lease / Homeownership (MHOA) Agreement (as applicable).
- 4. The "*original*" of the Rental Lease / Homebuyer (MHOA) Agreement shall be retained in the client's permanent CHA tenant file.
- D. **Updates.** The CHA shall endeavor to keep the Rental Lease / Homebuyer (MHOA) Agreement current and in compliance with all State and Federal Laws.
  - 1. Changes and / or updates to the Rental Lease / Homebuyer (MHOA) Agreement may be accomplished through the use of addenda.
  - 2. Should an addendum be required, leaseholders shall be required to sign them.
  - 3. Failure, on the part of the leaseholder, to sign an addendum to the Rental Lease / Homebuyer (MHOA) Agreement can result in termination of the lease and eviction.
- E. **New Lease Agreements.**
  - 1. In the event it becomes necessary for the Housing Department to issue a "*new*" Rental Lease / Homebuyer (MHOA) Agreement, leaseholders (Rental and Mutual Help) shall be encouraged to execute the "*new*" lease agreement.
  - 2. By Law, the CHA can NOT force leaseholders to execute a "*new*" lease agreement.
  - 3. The CHA can, however, demand that the leaseholder sign for and acknowledge receipt of a lease ADDENDUM, which covers any changes / revisions that might be necessary to update / strengthen the existing lease agreement.

#### 8.4. **Move-In Inspection.**

- A. Following Orientation, the Occupancy Specialist shall contact the Housing Inspector and advise him / her of the need to schedule a Move-In Inspection.

- B. Once a date has been confirmed, the Occupancy Specialist shall inform the new client of his / her scheduled Move-In Inspection and the date of the inspection.
  - C. The Move-In Inspection shall be done by the Housing Inspector with assistance from the Occupancy Specialist.
    - 1. In the event the Housing Inspector is NOT available, the Occupancy Specialist shall do the inspection.
- 8.5. **Notification of Utility Service Providers.** The final step, prior to move-in, shall be for the Occupancy Specialist to contact the local utility company, servicing the area where the unit is located, and request that billing for service to the unit be transferred from the CHA to the new client.

# RECEIPT FOR ADMISSIONS POLICY

I, \_\_\_\_\_

do hereby acknowledge receipt and understanding of the Lac du Flambeau Chippewa Housing Authority's publication, entitled "*Admissions Policy*".

\_\_\_\_\_  
(Signature - Head of Household)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature - Spouse / Significant Other)

\_\_\_\_\_  
(Date)

**Distribution:** Original to LDFCHA Application File

**Attachment A – Section 8 Definition of Annual Income**  
**24 CFR, Part 5, Subpart F (Section 5.609)**

§ 5.609 Annual Income.

(a) *Annual income* means all amounts, monetary or not, which:

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph (c) of this section.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rage, as determined by HUD;
- (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c) of this section);
- (6) *Welfare assistance payments.*
  - (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
    - (A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
    - (B) Are not otherwise excluded under paragraph (c) of this section.
  - (ii) If the welfare assistance payments includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the

actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

- (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years.

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal property losses (except as provided in paragraph (b)(5) of this section).

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

(5) Income of a live-in-aide, as defined in 24 CFR § 5.403.

(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution.

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

(8) (i) Amounts received under training programs funded by HUD;

(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the CHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination, and serving as a member of the CHA's governing board. No resident may receive

more than one such stipend during the same period of time;

- (v) Incremental earnings and benefits resulting to any family member from participating in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as a resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

(9) Temporary, nonrecurring or sporadic income (including gifts).

(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

(11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).

(12) Adoption assistance payments in excess of \$480 per adopted child.

(13) Reserved

(14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609 (c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [Federally Mandated Exclusions listed below in **Attachment D**]

**Attachment B**  
**U.S. Census Definition of Income**

For each person 15 years old and over, the Census counted income from the following sources:

1. Earnings. The Census Bureau classifies earnings from longest job (or self-employment) and other employment earnings into three types:
  - a. Money wage or salary income is the total income people receive for work performed as an employee during the income year. This category includes wages, salary, armed forces pay, commissions, tips, piece-rate payments, and cash bonuses earned, before deductions are made for items such as taxes, bonds, pensions, and union dues.
  - b. Net income from nonfarm self-employment is the net money income (gross receipts minus expenses) from one's own business, professional enterprise, or partnership.
  - c. Net income from farm self-employment is the net money income (gross receipts minus operating expenses) from the operation of a farm by a person on their own account, as an owner, renter, or sharecropper.
2. Unemployment compensation includes payments the respondent received from government unemployment agencies or private companies during periods of unemployment and any strike benefits the respondent received from union funds.
3. Worker's compensation includes payments people receive periodically from public or private insurance companies for injuries received at work.
4. Social security includes social security pensions and survivor's benefits and permanent disability insurance payments made by the Social Security Administration prior to deductions for medical insurance.
5. Supplemental security income includes federal, state, and local welfare agency payment to low-income people who are 65 years old and over or people of any age who are blind or disabled.
6. Public assistance or welfare payments include cash public assistance payments low-income people receive, such as temporary assistance to needy families (TANF), general assistance, and emergency assistance.
7. Veteran's payments include payments disabled members of the armed forces or survivors of deceased veterans receive periodically from the Department of Veterans Affairs for education and on-the-job training, and means-tested assistance to veterans.
8. Survivor benefits include payments people receive from survivors' or widows' pensions, estates, trusts, annuities, or any other types of survivor benefits.
9. Disability benefits include payments people receive as a result of a health problem or disability (other than those from social security).
10. Pension or retirement income includes payments from the following sources: companies or unions; federal government (Civil Service); military; state or local governments; railroad retirement; annuities or paid-up insurance policies; individual retirement accounts (IRAs), Keogh, or 401(k) payments; or other retirement income.
11. Interest income includes payments people receive (or have credited to accounts) from bonds, treasury notes, IRAs, certificates of deposit, interest-bearing savings and checking accounts, and all other investments that pay interest.
12. Dividends include income people receive from stock holdings and mutual fund shares.



13. Rents, royalties, and estates and trusts includes net income people receive from the rental of a house, store, or other property, receipts from boarders or lodgers, net royalty income, and periodic payments from estate or trust funds.

14. Educational assistance includes Pell Grants; other government educational assistance; any scholarships or grants; or financial assistance students receive from employers, friends, or relatives not residing in the student's household.

15. Child support includes all periodic payments a parent receives from an absent parent for the support of children, even if these payments are made through a state or local government office.

16. Alimony includes all periodic payments people receive from ex-spouses. Alimony excludes one-time property settlements.

17. Financial assistance from outside of the household includes periodic payments people receive from non-household members. This type of assistance excludes gifts or sporadic assistance.

18. Other income includes all other payments people receive regularly such as: state programs such as foster child payments, military family allotments, and income received from foreign government pensions.

The Census Bureau does not count the following receipts as income: (1) capital gains people received (or losses they incur) from the sale of property, including stocks, bonds, a house, or a car (unless the person was engaged in the business of selling such property, in which case the CPS counts the net proceeds as income from self-employment); (2) withdrawals of bank deposits; (3) money borrowed; (4) tax refunds; (5) gifts; and (6) lump-sum payments such as inheritances or insurance payments.

For the prevailing information of the Bureau of Census, U.S. Department of Commerce, visit their website <http://www.census.gov>.

**Attachment C**  
**IRS Form 1040 Adjusted Gross Income**

This lists the inclusions and exclusions as they appear on the 2014 IRS Form 1040.

**Inclusions**

1. Wages, salaries, tips, etc.
2. Taxable interest
3. Dividends
4. Taxable refunds, credits or offsets of State and local income taxes. There are some exceptions – refer to Form 1040 instructions
5. Alimony (or separate maintenance payments) received
6. Business income (or loss)
7. Capital gain (or loss)
8. Other gains (or losses) (i.e., assets used in a trade or business that were exchanged or sold)
9. Taxable amount of individual retirement account (IRA) distributions. (Includes simplified employee pension [SEP] and savings incentive match plan for employees [SIMPLE] IRA)
10. Taxable amount of pension and annuity payments
11. Rental real estate, royalties, partnerships, S corporations, trusts, etc.
12. Farm income (or loss)
13. Unemployment compensation payments
14. Taxable amount of Social Security benefits
15. Other income. (Includes: prizes and awards; gambling, lottery or raffle winnings; jury duty fees; Alaska Permanent fund dividends; reimbursements for amounts deducted in previous years; income from the rental of property if not in the business of renting such property; and income from an activity not engaged in for profit)

**Exclusions**

1. Educator expenses
2. Certain business expenses of reservists, performing artists, and fee-basis government officials
3. Health savings account deduction
4. Moving expenses
5. Deductible part of self-employment tax
6. Self-employed SEP, SIMPLE, and qualified plans
7. Self-employed health insurance deduction
8. Penalty on early withdrawal of savings
9. Alimony paid
10. IRA deduction
11. Student loan interest deduction
12. Tuition and fees
13. Domestic production activities deduction

**Attachment D**  
**Federally Mandated Exclusions from Annual Income**

Following is the list of benefits that currently qualify for this income exclusion. The list includes those relevant exclusions that may be applicable to the IHBG program.

1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 & U.S.C. 2017 (b))
2. Payments to Volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044 (f)(1), 5058)
3. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (c))
4. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
6. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, Section 6)
7. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407)

*Please note, the recipient may need to examine certain per capita shares to determine whether the proceeds are covered by this provision, such as bingo and gambling proceeds. Although some gaming funds are called "per capita payments", the National Indian Gaming Commission's General Counsel and the Solicitor's office of the Department of the Interior confirmed that the proceeds of gaming operations regulated by the Commission are not funds that are held in trust by the Secretary for the benefit of an Indian tribe, therefore, they do not qualify as per capita payments within the meaning of the Per Capita Distribution Act.*

*Also, if a tribal member receives the Form 1099-Misc, Miscellaneous Income, from the tribe for reporting Indian gaming profits, this payment does not qualify for this provision. These gaming profits are income that must be included as annual income as defined by HUD's Section 8 Program, the Census, and the IRS. Further, the tribal member must report this miscellaneous income on the "other income" line of the Federal Income Tax 1040 Form;*

8. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu)
9. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056g)
10. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.)
11. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-40, 25 U.S.C. 1721)

12. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
13. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)
14. Allowances, earnings and payments to Americorps participants under the National and Community Service Act of 1991 (42 U.S.C. 12637(d))
15. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c))
16. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931 (a)(2))
17. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-priced lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC)
18. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b))
19. Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437A) by Section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289). This exclusion will apply when an IHBG recipient adopts the Section 8 definition of annual income.
20. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291). This exclusion will apply for one year from the time that payment is received.
21. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) comparable disaster assistance provided by States, local governments, and disaster assistance organizations shall not be considered as income or as a resource when determining eligibility for or benefit levels under federally funded income assistance or resource-tested benefit programs (42 U.S.C. 5155(d)).