



Regional Housing Authority

**Low Rent and Home Ownership Assistance Programs (HOAP)
ADMISSIONS & OCCUPANCY POLICY**

FOR

Units Administered by

Tlingit Haida Regional Housing Authority

Adopted by the Board of Commissioners on August 15, 2012 RES 12-14

**Revised June 30, 2017 RES 17-14 to allow custom preference points for
tribal owned units**

This edition of the Low Rent and Home Ownership Assistance Programs (HOAP) Admissions and Occupancy Policy was adopted by the Board of Commissioners of the Tlingit-Haida Regional Housing Authority by Resolution No. 17-14, on June 30, 2017, in Nashville, TN.

This document, and its subsequent amendments, supercede all prior editions of the Low Rent and Home Ownership Assistance Programs (HOAP) Admissions and Occupancy Policy.

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Admissions and Occupancy Policy

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I. STATEMENT OF TLINGIT-HAIDA REGIONAL HOUSING AUTHORITY

This is the Admissions and Occupancy Policy for two kinds of rental projects; one is the standard Low Rent rental program and the other, which is called the Home Ownership Assistance Program, otherwise known as "HOAP," is a rental program that can result in home ownership.

The implementation and interpretation of this policy should also consider, to the extent applicable, pertinent statutes and regulations found in: Title VI of the Civil Rights Act of 1964, Fair Housing Act, and Section-3 of the Housing and Urban Development (HUD) Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age discrimination Act of 1975, the Americans with Disabilities Act, and any legislation protecting the individual rights of Tenants, applicants or staff which may be subsequently enacted.

It is also the policy of the Tlingit-Haida Regional Housing Authority to: Comply with the Department of Housing and Urban Development Housing Quality standards (HQS). Adopted as HQS are those applicable to the Section – 8 Program and set forth in 24 CFR 982.401 (April 1, 1999). Additional details on the Dwelling Maintenance Policy & Procedures are contained in Attachment A.

II. DEFINITIONS

Amortization Table: This is an accounting schedule used to determine the current purchase price of a Unit in the HOAP program, if the HOAP Purchase Option is exercised. The amortization is based on an initial unit Appraised Value combined with a 360-month term and the Alaska Housing Finance Corporation (AHFC) First-time Tenant interest rate then in effect. The Low Rent Program does not have an Amortization Table as the Low Rent Program has no Purchase Option or opportunity for ownership of the Unit.

Adjusted Annual Income: Adjusted annual income is the anticipated total income from all sources expected to be received by the family head, spouse, and by each additional member of the household, including all net income derived from assets, for the twelve (12) month period following the effective date of the initial determination or reexamination of income, exclusive of certain types of income as provided in Attachment D. ANCSA dividend payments received over and above the first \$2,000.00 of regular periodic dividend payments, per individual, per annum from an Alaskan Native Corporation or Corporations formed under the Alaska Native Claims Settlement Act ("ANCSA") will be considered annual income. However, sporadic or irregular cash payments, per individual, per annum, will not be considered annual income. The Alaska Permanent Fund Dividend income shall only be used for the purpose of determining eligibility at the time of move-in. Alaska Permanent Fund Dividend payments shall not be taken into consideration for the purpose of calculating and determining the monthly rent charge. However, should a household request that this income be counted, THRHA will request that all adult household members sign an affidavit to validate this request.

Area Office of Native American Programs: The HUD offices which have been delegated authority to administer programs under the Native American Housing and Self Determination Act (NAHASDA) for the areas in which Alaskan IHA's are located. (Anchorage, Alaska)

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

Board of Commissioners: This is the Governing Board of the THRHA.

Child: A member of the family, other than the family head or spouse, who is under the age of eighteen (18) years of age.

Citizen: A Citizen or national of the United States.

Covered Utilities: These are utilities, if any, that are paid for directly by the landlord, as specified in the lease.

Dependent: A member of the family household (excluding foster Children) other than the family head or spouse, who is under eighteen (18) years of age or is a disabled or Handicapped Person, or is a full time student.

Disabled Person: A person who is under a disability as defined in section 223 of the Social Security Act (42 U.S.C. (423) or who has a developmental disability as defined in section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. (6001 (7)).

Displaced Person: A person displaced by state, federal or local governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under the federal disaster relief laws.

Elderly Family: A family whose head or spouse (or sole member) is an elderly, disabled, or handicapped, as defined in this section, it may include two or more elderly, disabled, or handicapped persons living together, or one or more of these persons living with one or more live-in aides, as defined in this section.

Elderly Person: A person who is at least 62 years of age.

Eligible Low-income Families: Families whose annual income is not below or does not exceed between 30 - 80 percent of the median income for the area, as determined by HUD with adjustments for family size.

Emergency Work: Physical work items of an emergency nature, posing an immediate threat to the health or safety of residents which shall be completed as soon as possible.

Estimated Appraised Value: This is the specific unit valuation determined fair and appropriate for each project unit through comparable sales or a specific appraisal and is solely at the discretion of the THRHA President/CEO (or his/her assignee) and agreed to by a tenant when accepting a home.

Family: Two or more persons related by blood, marriage or adoption, or who have evidenced a stable family relationship by living regularly together in the same dwelling unit for at least one (1) year; in addition to:

1. An Elderly family or single person as defined in this section;
2. The remaining member of a tenant family; and
3. A displaced person.

Field Representative: Otherwise known as “Field Rep” is the THRHA position within each community that is assigned to do Move-in and Move-out Verifications, unit and common area maintenance and unit renovations and repairs and sometimes to deliver documents and notices to Tenants.

Finalist: This is a member of a subgroup of applicants who are selected on the basis of preference points and time and are advanced into a full and final formal selection process and is generally but not limited to being used during a projects initial rent-up process.

Gross Annual Income: This is the household’s total annual income before taxes and other deductions are taken, and include the Alaska Permanent Fund Dividend payments.

Gross Monthly Charge - HOAP: This is the rental charge amount that is determined by multiplying the household’s adjusted Monthly Income by 28%, and then adding an amount determined by Landlord for taxes and insurance.

Monthly Charge – L/R: This is the monthly rental charge that is determined by multiplying a household's adjusted monthly income by 30%. There may or there may not be a utility allowance deducted.. At the landlord's discretion, a smaller percentage of adjusted monthly gross income will be utilized for seniors living in landlord-designated one bedroom units, as provided in Section XII(2) of these Policies. At the landlord's discretion, a minimum or floor rent may be set in order to ensure viability of the unit/development/project. Household's whose adjusted monthly income multiplied by 30% is less than the minimum or floor rent will be notified in writing of the insufficient income and will be deemed ineligible for that particular unit in which the vacancy was posted.

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

Head of Household (or "Family Head"): The adult member of the family who is the head of the household.

Homeownership Program: Is the same as the Homeownership Assistance Program.

HUD: The Department of Housing and Urban Development.

Home Grant: This is a public project funding source which creates additional administrative requirements, public rental units and possibly a differing maximum monthly charge.

HOME Units: There are a number of these units in each project that is financed, to a limited degree, with a Home Grant. The number of units is related to the proportion of funding to the entire development cost and rounded up to a whole unit. These units are considered available to the public, regardless of race, and have scheduled maximum rents.

Indian: Any person recognized as being an Indian or Alaska Native by an Indian tribe, the Federal Government or any state and eligible for THRHA subsidy.

Application: This application consists of a brief description of the information on preferences an applicant may be eligible for, the applicant questionnaire and the notice and consent for the release of information. This is a standardized form that is used as the gateway to all housing programs.

Insufficient Income: This is when the household's calculated monthly charge based on adjusted monthly income is less than minimum charge for the unit.

Lease: This is the document that formalizes the relationship between the tenant and the THRHA. It outlines the rights and responsibilities of all parties and is a legally enforceable obligation.

Live-in Aide: A person who resides with an elderly, disabled, or handicapped person or persons and who:

1. Is determined by THRHA to be essential to the care and well-being of the person(s);
2. Is not obligated for support of the person(s); and
3. Would not be living in the unit except to provide necessary supportive services.

Lump-sum: Payments that are an accumulation of payments from preceding periods in which an eligible person did not receive entitlement due to a delay in verifying eligibility or retroactive enrollment due to previous denial or discontinuation of benefits.

Material Non-Compliance: This refers to a violation of one or more of the terms of the lease or applicable law, unless that violation is trivial, causes no harm to THRHA or other residents of the neighborhood, is nonrecurring, and is immediately cured upon discovery. Example: Every late payment of rent, regardless of how late, is material.

Maximum Monthly Charge: For HOAP Units only, this is determined by the lower of these two figures: (i) The monthly amortization amount for the home, as determined by the applicable amortization table for the dwelling, plus a pre-determined sum for taxes and insurance; or (ii) the Median Market Rental Rate, less the applicable Utility Allowance

Maximum monthly charge: For Low RentThe maximum monthly charge is the predetermined maximum rent charge set by the landlord.

Minimum rent charge: For the Low Rent program is the minimum rent charge established by the landlord which is based on, but not limited to, the actual cost of utilities for the rental unit such as water, sewer, garbage, electricity, heating fuel, maintenance, and any administrative charge associated with the cost of operating and overseeing the rental unit.

Median Family Income: This is the estimated middle income level for a community that is based on household size and determined by HUD and forms the basis for determining applicant eligibility.

Minimum Monthly Amount to Achieve Amortization: There is a minimum monthly amount that the 28% of adjusted monthly income must equal or exceed to acquire another month's amortization on the amortization table applicable to HOAP dwellings with a purchase option. This minimum monthly charge starts at \$250.00 in the first year and increases by \$5.00 per year thereafter. The minimum monthly amount to achieve amortization does not affect that actual amount of rent due from the tenant in that month.

Monthly Income: One-twelfth of Annual Income, as determined in accordance with Attachment D of these Policies.

Near-Elderly Person: A family whose head or spouse (or sole member) is at least 55 years of age but below the age of 62.

Net Monthly Charge: For HOAP units, it is determined by subtracting a specific project-based and unit size utility allowance from the unit's gross monthly charge, subject to (i) the maximum monthly charge; and (ii) a utility allowance for non-covered utilities

Non-Compliance: This is a condition where a tenant has violated provisions in his or her lease or applicable law. This may include actions that may disturb and/or may cause harm to the other residents or the neighborhood and is recurring and not cured after discovery.

Occupancy Specialist: THRHA Housing Management employee position that is assigned to coordinate and communicate between assigned tenants and the THRHA.

Preference Points: These are used in the selection process and are a variety of points, detailed in Attachment B, which all applicants are equally eligible for and are primarily granted based on need or to help fulfill societal priorities. Increased preference points means increased likelihood of selection by in-effect moving the applicant toward or to the top of the applicant waiting list. The applicants on a community's waiting list are maintained in decreasing order by the number of preference points. Valid preference points are no guarantee of being selected unless the applicant also meets all eligibility criteria. All preference points may not be available for all waiting lists. Applicable preference points will be listed on the posted notice of vacancy.

President/CEO: This is the highest administrative level of THRHA management who reports to the Board of Commissioners.

Project Rent-Up: This is the period before the opening of a new project in which the applicants on a community's waiting list are closely scrutinized for preference points and eligibility and results in the initial selection of the tenants for the project.

Project Set-Asides: For HOME units, these are the two Income levels that applicants' income must fall under to be considered eligible Tenants. (e.g. 60% of units at 50% of MFI and 40% of units at about 60% of MFI)

Purchase Option: For HOAP units, this is a separate contractual agreement between tenant and landlord. If tenant is granted a purchase option, it will be appended as an Addendum B to the Lease.

Restrictive Covenants: Sometimes applicable to projects due to unusual funding sources wherein specific project characteristics are legally tied to the unit regardless of who owns it.

Public Rental Assistance Voucher: Example: Monthly rental subsidy program administered by AHFC that some tenants may possess and that THRHA accepts.

Selection Committee: This is a three (3) person committee, composed of housing professionals, selected by the President/CEO to make recommendations regarding which applicants become finalists and which are selected to live in any rental unit or HOAP unit.

Single Person: A person who lives alone or intends to live alone, and who does not qualify as:

1. An elderly family;
2. A displaced person; or
3. The remaining member of a tenant family.

Tenant: As used in this policy and the lease, the person(s) signing the lease. All household members age 18 and older must sign the lease at the time of move-in or if the household composition increases (at the landlord's discretion), or at any applicable lease renewal.

Tenant Income Verifications: These are documents that are used to verify the accuracy of tenant income assertions.

THRHA: Tlingit-Haida Regional Housing Authority.

Unit Percentage: This is the maximum income percentage of median family income that an applicant can have to be eligible for the program and is typically less than 80%.

Unit Purchase Price: This definition applies only to the HOAP program. The amount of the purchase price is determined as set out in these Policies.

Utility Allowance: This is a credit that can be used to reduce the monthly charge for non-covered utilities as specified in the lease. The amount of the utility allowance is based on AHFC's published rates.

Verifications: This is documentary evidence gathered by the Occupancy Specialist to verify relevant household income or other applicant or tenant representations.

III. PURPOSE AND LOCATIONS OF PROJECTS

There are three HOAP projects that are specifically identified as: Juneau (Project AK94B004047); Petersburg (Project AK94B004065); and, Wrangell (Project AK94B004067).

There are Low Rent housing projects located in ten (10) communities. Some rental projects are entirely Public (HOME units), while others are Native only. Additionally, some projects have unit preference for the elderly, while others do not. A complete listing of the preference points can be found at Attachment B to these Policies.

THRHA will accept applications from anyone interested in applying for housing in any communities where THRHA affordable rental or homeownership housing exists or may potentially exist. Each application is processed and ranked according to their selection preference points, time and date of submission. Units should also be matched to household needs and efforts made to avoid underutilization of the units. Waiting lists are used by THRHA during the selection process and are only open when there is a vacant unit in a specific development/project. This period of time is known as the application period.

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

APPLICATIONS:

A. General. THRHA shall obtain a fully completed application for admission from each household that wishes to participate in any THRHA housing program. The additional filing of an application by a family participating in another THRHA program is acceptable, and it shall not affect their current occupancy status in that program or the status of their application. The application pool is open to everyone regardless of race or creed.

1. THRHA will offer an application packet to any person that desires to apply.

If the applicant requests to speak with a housing specialist an effort should be made to accommodate them or if necessary schedule a meeting. Even if an informal discussion indicates that the applicant may not be eligible there must be no effort to discourage the applicant from applying. The additional data may be beneficial in finding alternative solutions.

2. The applicant(s) must fully complete the application, and the application must be signed and dated by the applicant and all adults in the household. Upon receipt by THRHA staff, the application must be appropriately date stamped, entered into an applications received log and initialed by a THRHA representative.

3. All applications received during an open application period must be processed to the extent necessary to tentatively determine both program eligibility and applicable preference points.

C. Application for admission. The application for admission must be filled out by the applicant, or if necessary by an interviewer. At a minimum, THRHA staff must be sure to collect the names of all persons who would be living in the unit, their sex, date of birth, and relationship, including the following information:

1. The applicant's address and a telephone number;

2. Family characteristics or circumstances (e.g., living in substandard housing) which would qualify for resident selection preferences;

3. Social security numbers for all members of the household who are six (6) years of age or older; social security cards or other documentation deemed acceptable as stated in the HUD handbook must also be collected.

4. Information about previous landlords, creditors and anyone else who may assist THRHA in determining the applicant's prior credit history and suitability for admission;
5. An estimate of the household's anticipated gross annual income for the next twelve (12) months and the detailed sources of that income;
6. A copy of the applicant's last tax return if deemed necessary to determine or verify household income.
7. The names of previous and current employers, banks, and any other information THRHA requests in order to verify the applicant's income, deductions, and to verify the family composition;
8. Other items which will be of use in determining tenant potential, selection and/or placement. (i.e., census or enrollment number, prior criminal history, current housing conditions, identification of need or other preference criteria). Proof of American Indian and/or Alaska Native (AN/AI) tribal enrollment is required for at least one member of the household.

D. Application. To be considered complete, the application must include:

1. The head of household and all other adults in the household should be aware of the contents of the application and must sign the certification at the end of the applicant questionnaire. This document may be revised to contain any other pertinent information determined appropriate by the program manager or the President/CEO.
2. The application may also include a HUD form #9887 and 9887a Notice and Consent for the Release of Information.

E. The Application Process.

1. In accepting the application, THRHA will ensure that all applicable responses are completed and may require that copies of all necessary documentation (e.g., birth certificates for children, social security cards for all household members, tax returns, proof of AN/AI), to verify the information the applicant has provided.
2. In addition to obtaining information from the applicant, THRHA shall describe the housing programs and their requirements, and provide specific information on THRHA's programs, including the number, type, size (by bedrooms) and program characteristics for which the applicant is applying.
3. THRHA shall make an effort to inform applicants about other housing assistance programs available in the general areas (e.g., Section 8 existing or PHA low income public housing), and if a family is interested, advise them how to apply.
 - a. THRHA should, when possible, provide materials or assistance for sight-impaired, hearing-impaired, and handicapped persons.
 - b. THRHA may make special arrangements to take the applications of persons who are unable to come to THRHA's offices, such as handicapped or disabled persons.

5. THRHA staff should be careful to avoid discouraging families from applying, or rejecting applicants based on their “apparent ineligibility”. This does not include questions asked about household income or programmatic constraints.

V. VERIFICATIONS

- A. General.** To enter any of the housing programs, the application documentation and verifications should be current to within ninety days of tenant selection.

All statements made by the family in the application or during a reexamination of family income that may affect the determination of eligibility, selection, placement or level of payment for housing are subject to verification. As a condition of admission to (or continued occupancy of) any unit, THRHA shall again require execution of a HUD-approved release of information and consent form which must be signed by the family head and any other family member with income, assets, etc., to be verified. THRHA shall request an applicant to execute the self-affidavit forms in cases where an adult has not reported any income source or that child support is not being received.

Information is processed at the time of receipt of the application to determine eligibility. THRHA will formally have a third-party verify all financial information prior to the time of selection/admission.

- B. Information to be Verified.** THRHA shall verify applicant information in at least the following areas:

1. **Income.** THRHA shall seek third-party written verification through employer(s) or a public agency; or review of documentation provided by the family such as benefit checks, canceled checks, etc. (See Attachment D)

Where the family income is derived solely from cash transactions or through barter, THRHA may rely upon certification by the head of the household as to the family’s income through the use of a “Non-working Self-Affidavit” and/or “Zero Income Self-Affidavit”. THRHA’s applicant or tenant file shall include a certification issued by the appropriate THRHA employee where third-party verification is not available. Every effort should be made to identify possible revenue sources. Whenever possible, the applicant should provide a self-affidavit certifying anything that is otherwise not verifiable by a third party.

2. **Assets.** THRHA shall verify the applicant’s assets for use in determining the total household income potential and program eligibility. Sources of verification might include savings and checking account statements, newspaper stock quotations, local government-assessed property values, tax returns, etc.
3. **Family Size and Composition.** THRHA may rely upon the declaration of the applicant or home visits as to size, composition, and family relationships among members, i.e., birth certificate. If the size of the household appears uncertain or tenuous, staff should strive to identify true household composition. Aside from newborn and immediate family, members in a household must have lived in the household for at least a year in order to prevent any effort to artificially establish income eligibility or defeat underutilization screening.
4. **Age of Family Members.** It may be necessary to verify age when it is a factor in determining eligibility selection, or required payment.
5. **Social Security Numbers.** (See Attachment C)

6. **Student Status.** Verification from the school that he/she is considered a full time student.
7. **Selection Preferences.** (See Attachment B)
8. **Divorce or Legal Separation.** THRHA must receive official evidence of any pending divorce or separation.
9. **Falsification.** Any false information provided by the applicant that materially affects eligibility will be grounds for denial of the application, or if selected, termination from the program.
10. **Failure to Certify Accuracy:** Failure of the applicant to complete and sign the required application and other forms required of THRHA constitutes grounds for denial of the application.

C. Verification Forms. All verification forms utilized for third-party verification should permit accurate and complete verification of information provided by an applicant/tenant.

1. **Economic Verifications.** Since tenant payments are based upon an estimate of the next twelve (12) months' income, THRHA's verification forms must show information on the applicant's income, work patterns, numbers of hours per pay period worked, and other special conditions of employment or sources of income. There are a variety of specific and self-explanatory forms available that must be first signed by the relevant members of the household and then the revenue amounts verified by the anticipated payers. The standard forms include but are not limited to:
 - a. Employment verification forms must be filled out for each anticipated employer;
 - b. Unemployment verification form must be completed if unemployment is anticipated;
 - c. Public Assistance/TANF form must be completed if anticipated;
 - d. Social Security Administration consent form for the release of information;
 - e. Child Support Verification form if there are children eligible;
 - f. Native corporation dividend verification form for each corporation shares are held in;
 - g. Verification of assets for all cash and savings or assets in which equity exceeds \$5,000;
 - h. Non-receipt of child support self-affidavit – If child support awarded is not received;
 - i. Non-working self-affidavit – if there is no reasonable source of income claimed;
 - j. Divorce decree, documentation of legal separation or affidavit that is used to determine which family member is entitled to claim the dependent deduction; and/or

k. Self-affidavit – Is used for any issue that THRHA indicates needs further clarification.

2. **Non-Economic Verifications.** Information which provides the basis for denial or approval of eligibility based upon non-economic reasons must be adequately documented. There are a variety of verification forms available or sources required:

- a. **Full time Student Eligibility Self-Affidavit.** The form must be completed by each adult student and a single form for all minor full-time students.
- b. **Handicapped or disability verification.** Is evidenced by a physician's certification of medical condition and a prognosis. Verification by a clinic, welfare agency, social security administration, rehabilitation agency, and other similar sources may also be accepted.
- c. **Landlord Reference check form.** Is used to verify past payment history and the tenants demonstrated ability to properly maintain their housing obligations or information from mortgage companies.
- d. **Social or Criminal Verifications.** Is evidenced by third-party written verifications from the court or police records, or other legal means deemed appropriate by the program manager or President/CEO
- e. **Displacement due to domestic violence, natural disaster or family reunification.** Is evidenced by a physician, and/or public facility that provides shelter to victims of natural disaster or counseling to victims of domestic violence; or a letter from the Division of Family and Youth Services supporting the need for housing to achieve family reunification.
- f. **Substandard Housing.** Is evidenced by a physical inspection of the unit by THRHA staff or letters adequately describing the deficiencies from two separate social workers or members of the clergy or it has been declared unfit for habitation by any agency or unit of government.
- g. **Terminally ill.** Is evidenced by a letter from an attending physician indicating that life expectancy is three (3) years or less along with evidence that the terminal nature of the illness meets the criteria for disability as defined in Section 223 of the Social Security Act.
- h. **Homelessness.** Is evidenced by a letter from a shelter on their letterhead stating an applicant's current residency in their shelter.
- i. **Working family, disabled and elderly.** Each adult with a job must provide evidence of employment such as a current pay stub. Each adult receiving benefits because of a disability or age must provide evidence from the agency that provides the benefits.
- j. **Excess Rent Burden.** Is evidenced by proof of income and the most recent three (3) months' rent and utility receipts (or average) indicating over 50% of the household's gross monthly income is required to be paid for rent and utilities.
- k. **U.S. Veteran.** Is evidenced by a letter from the Armed Services or Veterans Administration, or proper discharge papers which indicate dates of service which coincide with dates or conditions listed in Attachment B.

VI. ELIGIBILITY DETERMINATION FOR HOAP OR LOW RENT UNITS

- A. The following eligibility requirements must be met by persons to be tentatively selected as a finalist for the HOAP or Low Rent Program:
1. Any person or family who has previously received a home or benefit that cumulatively exceeds thirty thousand (\$30,000.00) dollars in value, from any of the THRHA programs, shall not be eligible to participate in any other THRHA assistance program. However, in certain limited situations, the President/CEO of THRHA may take into consideration any extenuating circumstances that exist and that warrant special consideration.
 2. Applicants applying for units in the HOAP program are eligible so long as their income is generally less than 80% of median family income adjusted for their household size. There is a potential for accepting households with income up to 99%. Exact income eligibility limits are established separately for each project, and may vary between units within a project. These specific project-based limits govern eligibility.
 3. If a unit is designated a NAHASDA funded unit, occupancy is limited to American Indian and Alaska Natives, unless a statutory exemption exists because the applicant is deemed an essential member to the community by the program manager or the CEO/President.
 4. All HOAP and Low Rent units are generally native only due to the NAHASDA funding source. Except for units considered to be HOME units, HOME units or a representative number in a project are to be considered available to the public.. Exceptions may be made for members of the community who are deemed essential to the community such as safety officers, medical or school personnel, or anyone else deemed appropriate by the program manager or President/CEO.
 5. If the Low Rent project was built exclusively with NAHASDA funds, the maximum household income is generally 80% of MFI adjusted for Family size. There are some units that will be allowable at 99% of MFI.
 6. If the development project included any public funds, the maximum allowable family income depends on particular requirements imposed by the sources of funds used to construct the project. The restrictions are always determinable by reviewing each project's deed restrictions required by the funding source. An applicant family must have an annual income that is below the maximum income limits established annually by HUD on the median family income table for the specific household size, and community, that is required to be set-aside for each available unit. The threshold amount is set at 98% of the unit maximum rent due to the relative uncertainty of conclusively determining income in advance. As an example: if a family of three is applying for a 60% unit and their maximum income determined from the MFI table is \$20,000, then the family will be considered ineligible if their income is over \$19,600 (\$20,000 X 98%).
 7. Family means two or more persons related by blood, marriage or adoption, or who have evidenced a stable family relationship by living regularly together in the same dwelling unit for at least one (1) year; in addition to:
 - a. An elderly family or single person as defined in this section;
 - b. The remaining member of a tenant family; and
 - c. A displaced person.

8. THRHA shall extend preference to elderly families (including disabled persons and handicapped persons), displaced families, and displaced persons over single persons.
9. Eligibility of and admission by single pregnant applicants - To be admitted, a single pregnant woman must have an income at or below the income limit for two persons. In establishing the appropriate space standards, the THRHA must consider the size of the household with the unborn child included. If the pregnancy is terminated prior to an offer being made, the THRHA must deny eligibility if the individual no longer constitutes a need based on the bedroom size of the home. If the pregnancy is terminated after admission, the individual constitutes the remaining member of a tenantfamily and could continue in the program under the existing lease.
10. Eligibility of persons in the advanced and near certain process of adopting an individual under eighteen (18) should be treated identically to a single pregnant woman, but persons in the process of securing legal custody through other means must provide evidence of a reasonable likelihood of success to be admitted to occupancy prior to obtaining custody. This determination of “reasonable likelihood of success” should be made at the time an offer of unit is to be made to an individual. If at that time it is determined that there is not a reasonable likelihood of success, then that individual nonetheless shall be allowed to retain his or her place on the waiting list, with any preference for which he/she remains eligible and with his or her original date and time of application until custody is secured at which time the individual will be offered an appropriate unit, when available, in accordance with his or her position on the waiting list.
11. Eligibility of persons in the process of divorce or legal separation. When more than one family shares custody of a child and both families are applicants for assisted housing, only one family at a time can claim the dependent deduction. The family that counts the dependent deduction also counts the unearned income of the child. The other Family claims neither the dependent deduction nor the unearned income of the Child. THRHA shall require the applicant to produce a divorce decree or to sign an affidavit of separation. In addition to the affidavit of separation, the applicant must provide one of the following four (4) items as documentation:
 - a. An affidavit from the absent household member stating that this individual will not be living in the unit and that the individual has obtained residence elsewhere. If the absent household member provides financial support of any kind, this shall also be stated in the affidavit.
 - b. Documentation of domestic violence to include police reports, restraining orders or medical records.
 - c. Documentation of legal separation, to include a formal document from the State of Alaska or a separation agreement entered into by both parties that has been witnessed and notarized.
 - d. Third-party verification from an attorney retained by the applicant to file for divorce.
12. Annual family income for admission shall be determined by THRHA on the basis of an examination of income at the time of application. Applicants on the waiting list for housing should inform THRHA staff of any changes in income, as they occur, to remain on the waiting list. At tentative selection or during the finalist stage, THRHA will re-verify eligibility of the applicant based on any change of income and ensure that the applicant continues to meet all eligibility requirements for admission and

move-in. Should an applicant become ineligible based on a change in income, THRHA will notify the applicant in writing that he/she no longer qualifies for admission. Disqualification may also be caused by program and/or policy changes in addition to income changes. Because of the unusual nature of income patterns in an under developed or semi-subsistence village, THRHA shall, in cases where annual income is seasonal or sporadic (i.e., fishing, construction, logging, etc.), use a method that provides the best estimate of projected annual income. (E.g.: Last year's income tax return or an average of the last (3) years of income tax returns, etc.)

To be eligible, families must have the ability to pay the monthly rent and other costs associated with the home, such as utility and maintenance expenses. Utility expenses will be based on the latest THRHA approved Utility Allowance on a project specific basis or as determined by the program manager or President/CEO.. In addition to having an income sufficient to meet the cost of paying the monthly rent, utilities and estimated maintenance expenses, the applicant must have a satisfactory credit and maintenance history. Determination of a satisfactory credit and maintenance history shall be verified by:

- a. **Credit history.** Verification of an applicant's credit history shall be determined by either one or all of these sources: landlord references detailing the applicant's rental payment history; or, all credit references provided by the applicant; or any other legal means deemed appropriate by the program manager or President/CEO which may include a credit report.
 - b. **Maintenance history.** Verification of an applicant's maintenance capabilities will be documented by a landlord reference. For those applicants on the waiting list who own their own homes, THRHA shall, if determined appropriate, make a determination by an on-site visit to the applicant's homes. The on-site visit will be documented for file and future use.
 - i. If negative references on either the credit or maintenance history are obtained, THRHA will notify the applicant in writing of the negative items found. The applicant will be afforded an opportunity, within ten (10) calendar days, to respond in writing on any negative information derived from any source. The response will be taken into consideration in determining the applicant's eligibility. THRHA may determine an applicant ineligible based on the applicant's written response. Lack of credit history (as opposed to a poor credit history) is not sufficient justification to reject an applicant. THRHA will take into consideration the time, nature and extent of the past occurrences and the reasonable probability of future favorable performance by the applicant.
 - ii. The THRHA selection committee may decline an applicant in order to provide the applicant more time to demonstrate that the derogatory credit or maintenance problem has past and is not recurring.
13. THRHA staff shall deny any applicant whose habits, behavior, and practices may be expected to have a detrimental affect on other residents or on the housing project environment. THRHA shall determine an applicant's history in connection with prior residences i.e., history of disturbing the neighbors; destroying property; living or housekeeping habits which would adversely affect the health, safety, welfare or right to peaceful enjoyment of the premises of other residents. This evaluation shall also include the applicant's previous history of criminal activity, such as; substance

abuse, drug, or alcohol related or violent crimes. However, and except as provided in paragraph (a), below, a criminal record will not automatically exclude an applicant from consideration.

- a. **Mandatory Exclusions.** THRHA has a no tolerance policy and shall deny admission indefinitely to:
- i. Any applicant or member of his/her household that has been convicted of methamphetamine production;
 - ii. Any person or member of his/her household who is currently or has ever been required to register, or is pending registration as a sex offender on the State of Alaska Sexual Offender list, or for any other state; and
 - iii. Any applicant or member of his/her household currently engaged in the illegal use of drugs.

In addition to the exclusions referenced above, an individual or member of his/her household shall not be eligible for any THRHA program for a minimum period of seven (7) years following a conviction for a violent or drug-related felony and for a period of three (3) years following an eviction from any assisted or public housing for drug-related criminal activities.

- b. **Discretionary Exclusions.** THRHA may preclude admission of an applicant if the individual or a member of his/her household exhibits a pattern of disruptive alcohol consumption or has engaged in any other criminal activity that would threaten the safety, welfare or peaceful enjoyment of other residents. Admission decisions will be based on the nature and remoteness of the applicant's offenses as well as evidence of mitigating circumstances and rehabilitation. In order for THRHA to make an effective determination of whether or not the person would be a suitable resident, THRHA shall request the person to submit a letter with supporting documentation of their conviction, sentencing and rehabilitation efforts, as outlined in Article VIII, (E).

14. THRHA must consider only information that is reasonably related to the individual's attributes and not what might be attributed to a particular group or class.
- a. Federal law prohibits discrimination based on race, color, creed, religion, national origin, sex, age or handicap. This prohibition does not extend to lawfully-granted native only units.
 - b. THRHA may not exclude applicants solely because they have children, have children born out of wedlock, are on welfare, or students.
15. THRHA may charge the applicant for the costs involved in the application which may include a criminal background and credit check.
16. Applicants should be evaluated as soon after submission of an application as possible. However, if THRHA has a long waiting list, it may prefer to do an initial assessment of a family's suitability at the time of application and wait to do a more complete evaluation before admission. By doing this, THRHA is able to avoid the time and expense involved in evaluating applicants who may drop from the waiting lists before their names are reached.

17. To be eligible, families must be willing to sign a one-year lease with an automatically renewing month-to-month lease renewal upon completion of the initial one-year lease term containing all provisions required by the government relating to payments and use and maintenance of the home. The applicant must be willing and able to meet all obligations of the Lease, including provision of maintenance and utilities for the unit and attendance at periodic mandatory tenant counseling sessions.
18. To be eligible, families must disclose and verify the Social Security number for all family members within six (6) years of birth. (See Attachment C).
19. Ineligibility - families who have applied for housing, and who, for any reason, have been determined ineligible will be notified by THRHA in writing. The notification shall state the reason for their ineligibility and offer a time limited opportunity to appeal in writing. The family would then be entitled to an informal hearing by the President/CEO, in which case, the facts of the decision will be presented. The informal hearing can be conducted by telephone or the ineligible applicant can appear in person. All information relative to the rejection of an applicant shall be documented and placed in the applicant's file for future reference. Applicants may be considered ineligible for any of the reasons above or for any of one or more of the following:
 - a. Failing to repay previous debts owed to any housing authority, other housing related programs, or another landlord;
 - b. Committing fraud in connection with any HUD program or failing to disclose previously committed fraud in connection with any HUD Program;
 - c. History of engaging in activities that have been determined to threaten the health, safety or peaceful enjoyment of other residents;
 - d. Providing false information on the application;
 - e. Tenant non-cooperation by refusing or failing to complete required forms or to supply requested information; or
 - f. Applicants who appear on HUD's list of suspensions, debarments, and limited denials of participation.

VII. WAITING LIST

- A. **General.** Each project /development has a single application waiting list to reduce redundancy. To be considered for the HOAP or low rent program, an applicant must have submitted an application and confirm interest. A family on any other IHA/RHA waiting list, or a current tenant in one of THRHA's other programs, must properly submit an application in order to be considered eligible for the project/development in a community.

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

1. The number of preference points;
2. Determination of bedroom size needed; and
3. Time and date of receipt of the application.

THRHA will take into consideration the need for a handicapped accessible unit, but will not make a determination based solely on the application or visual contact. Verification of the handicap will be conducted and require a doctor's certification.

- B. Managing Waiting Lists.** The waiting lists are only open when there is a vacancy in a particular development/project. Developments/projects with no vacancy shall not have an open waiting list and will not be accepting applications until a vacancy notice has been posted. Applications are only accepted for currently advertised vacancies. Interested applicants must submit a new application form for each vacancy of interest. Required verifications, listed on the application checklist, are valid for 120 days, and need not be resubmitted for each vacancy application during this period. Third party verifications are valid for 120 days from the date of completion by the third party. Verifications older than 120 days must be re-verified. . Each applicant is required to update their information and to reaffirm their eligibility, interest and need for housing upon request. Each applicant may either mail in their updated application, or submit one in person. Failure to submit an updated application will result in the removal of their name and queue status from the current waiting list for the unit/development/project.

VIII. SELECTION OF FAMILIES

- A. The selection of families for the HOAP or Low Rent program will be initially based on their total number of preference points, second on the number of bedrooms in the unit in relation to the applicant family's needs and lastly by the family's application date and time. Selection must also consider the applicant's likelihood of being able to afford the rent/utilities & appropriately provide for all tenant maintenance responsibilities.
- B. Selections for eligible families from the waiting list shall be made by a selection committee consisting of at least three of the following THRHA employees: the Administrative Officer, , Occupancy Specialist and program manager (**The President/CEO will appoint a designee to the committee, in the event of conflict of interest) or anyone else appointed by the President/CEO.** . (See Attachment B for the Selection Rating)
- C. The initial project rent-up selection process should begin no less than two (2) months prior to project completion. If there are significantly more applicants than units the acceptance of new applications can be temporarily suspended and directed to storage and a process initiated which reduces the existing application pool to a smaller group of finalists. The selection of these applicants should be based on preference points and then date of application and include consideration which prevents underutilization of the units.
- D. Consideration should always be given to ensure that the set-asides are adequately provided for.
- E. **Available Preferences.** Not all preferences will be available for all vacant units. Available preference points will be designated by the program manager and will be posted on the vacancy notice. Preferences will be ranked by giving greater weight to a preference holder with a particular preference. Available preferences for developments/projects may include:
1. **Living in the community** (2 Points), according to the definition of residency preference.
 - a. **“Residency preference”** means preference for admissions of families living in the jurisdiction of THRHA. Residency preference may not be based on how long the applicant has resided in the jurisdiction; and applicants who are working or who have been notified that they are hired to work in the jurisdiction shall be treated as residents of the jurisdiction.

2. **Overcrowded Conditions.** (1Point) The family is living in **overcrowded conditions**, as outlined in Article IX of this policy.
3. **Handicapped** (5-Points) An accessible and equipped unit is available and the applicant has a member of the household who is **handicapped**.
4. **Disabled.** (1 Point) Is defined as a household that has at least one adult that is receiving social security disability, supplemental security income disability benefits, or any other payments based on an adult family member not being able to work.

5 Displacement due to domestic violence, natural disaster, or family reunification.

- a. **Victim of Domestic Violence.** (3 Points)
Means actual or threatened physical violence directed against one or more members of the applicant family by a spouse or another member of the applicant’s household. The violence must have occurred in the last six (6) years or is of a continuing nature. A victim displaced from their household as a result of the violence qualifies for a “displacement” preference as opposed to “substandard housing/homelessness.”
- b. **Natural Disaster.** (1 Point) These are persons whose homes become uninhabitable because of a disaster such as earthquake, fire or flood.
- c. **Family Reunification.** (1 Point) A family may qualify for this preference if the family needs housing to remain intact, or to become intact.

6 Substandard Housing or Homelessness. (1-Point)

- a. ***Substandard Housing*** – A unit is considered sub-standard when it meets one of the following conditions:
 - Is dilapidated to the point that it does not provide safe and adequate shelter, and endangers the health, safety or well being of a family;
 - Does not have operable indoor plumbing excluding minor repair;
 - Does not have a usable flush toilet in the unit for the exclusive use of the household;
 - Does not have electricity or has inadequate or unsafe electrical service;
 - Does not have a safe or adequate source of heat;
 - Does not have a kitchen (does not include single room occupancy SRO); and/or
 - Has been declared unfit for habitation by any agency or unit of government.

b. ***Homelessness.*** A “homeless” family includes any individual or family which lacks a fixed, regular, and adequate nighttime residence that is:

- A supervised publicly/privately-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing); and/or
- A public/private place not designed for or ordinarily used for sleeping by humans.

7. **Rent Burden** (1Points) Monthly rent and utility expense is greater than 50% of gross monthly income.

8. **Terminally Ill** - (1-Point) The applicant or a family member has an incurable, terminal illness.

9. **Working Family** (5-Points) - A working family is defined as one that:

a. Has at least one adult that is working;

10. **Qualified Veterans** will be given consideration. (2-points)

11. **Related Dwelling Resident at Time of Tenant’s Death.** (1 point) The direct descendant or direct ancestor of a tenant who was a bona fide, full-time resident of the dwelling at the time of the tenant’s death.

12. **Public Rental Assistance Voucher Holder,** (5 points) as evidenced by receipt of verification from the agency providing the voucher rental subsidy indicating that the applicant has been pre-authorized for the subsidy program.

13. **Elderly Preference** (2-Points) Has at least one adult who is at least 62 years of age or older.

F. The selection preferences used by THRHA shall be established and administered in a manner that is consistent with HUD’s affirmative fair housing objectives. Available preferences for each specific development/project will be listed on the posted notice of vacancy.

G. For units owned by a Tribal Partner and managed by THRHA on behalf of the Tribal Partner, a different preference point ranking may apply by resolution of the Tribal Council.

H. Prohibition of preference if an applicant was convicted for drug-related criminal activity. THRHA may not give any Preference Points to an applicant if any member in the family is a person who was convicted during the past three (3) years for any drug-related criminal activity and/or evicted from any housing assisted with HUD funding because of the conviction. However, and unless the criminal activity disqualifies the person from eligibility under Section VI(10) of these Policies THRHA may give consideration to accept preferences in the following cases:

1. The evicted person has successfully completed a rehabilitation program approved by THRHA;
2. THRHA determines that the evicted person clearly did not participate or know about the drug-related criminal activity;

3. THRHA determines that the evicted person no longer participates in any drug-related criminal activities; or
 4. THRHA determines that the circumstances leading to the eviction no longer exist because the convicted individual died or is imprisoned.
- I. THRHA will formally notify all applicants of the availability of selection preferences and will provide all applicants with an opportunity to assert their eligibility for and most importantly to provide THRHA with documentation that substantiates their eligibility for any selection preferences indicated.
 - J. If the THRHA selection committee determines that the applicant does not qualify for a selection preference they requested to be considered eligible for, the applicant will be mailed a letter containing a brief statement of the determination; and that the applicant has the right to appeal the determination. The applicant must then submit their appeal in writing and have the right to discuss his/her appeal with a THRHA employee during the appeal process. If a formal appeal is received THRHA staff will review the determination with the applicant and be available to answer any questions the applicant may have. The President/CEO will make the final decision. If necessary the applicant may make the case directly to the President/CEO.
 - K. The waiting list is arranged, and selected from, in decreasing selection preference point order. Applicants are thus selected from the top of the current waiting list for any development/project. Eligible applicants are placed on the waiting list according to their point value, date and time of their application, and bedroom size need. In the event that two or more applicants have the same number of points, the applicant with the earliest date will be selected until all of the homes are obligated.
 - L. Changes in family income after initial determination of eligibility may change the applicant's right to enter the Low Rent and Home Ownership Assistance program.
 1. If the family no longer meets the admissions requirements or does not have the ability to meet the obligations of the program, THRHA may either terminate or postpone their application eligibility.
 2. The THRHA staff will counsel the family on their rights and responsibilities under the program.
 3. If the family is determined to be over-income, it will be declined from further consideration and counseled on other housing programs and alternatives.
 - M. THRHA will give prompt written notice of a family's tentative selection as a finalist, or after final selection. Staff will make a reasonable effort to contact the family by telephone and mail to confirm their final acceptance into the HOAP or Low Rent Program. If the family cannot be reached within ten (10) days of final selection, an alternate with the next highest Preference Points and application date will be selected from the waiting list.
 - N. Applicants on the waiting list that have not been selected for a desired unit will be notified in writing once the waiting has been closed after filling a vacant unit.

IX. SELECTION CRITERIA FOR BEDROOM SIZE OF UNIT

- A. In an effort to ensure that overcrowded or under utilization of units is not occurring, THRHA will use selection criteria for determining the bedroom and unit size needed per applicant on the waiting list.

The criteria for determining the appropriate bedroom size or unit size per family will be based on the following:

- 1. The total number of family members. The chart below will outline the minimum and maximum number of family members per bedroom sized home:

NUMBER OF PERSONS	<u>MINIMUM</u>	<u>MAXIMUM</u>
<u>BEDROOMS</u>		
1	1	1 OR 2
2	2	3 OR 5
3	3	5 OR 6
4	4	7
5	6	10

- 2. In addition to the chart, the following will be considered in determining the required bedroom size per unit per applicant:
 - a. 1 bedroom required for head of household and spouse.
 - b. 1 bedroom required for male member of family other than head or spouse.
 - c. 1 bedroom required for female member of family other than head or spouse.
 - d. Two members of the same sex may share a bedroom.
 - e. The age difference between two family members of the same sex, with a minimum age difference of five (5) years or greater, will be considered in determining the need for an additional bedroom sized unit.
- 3. Exceptions to the occupancy standards can be made for:
 - a. Single parent families requiring an additional bedroom, which is not reflected in the schedule.
 - b. The occupancy of extended family members when necessary.
 - c. The accommodation of families requiring an additional bedroom due to health or medical reasons.
 - d. Chronic vacancy.
 - e. Possible growth potential of a family. To include a pregnant single woman.

- f. In the selection process, consideration should be given to identify possible intentional overcrowding or homelessness. If suspected, an effort should be made to determine the true reality and a decision made by the selection committee. Members in a household should have lived together for the preceding twelve (12) months, with the exception of pregnancy or mitigating circumstances determined acceptable by the selection committee.

X. ADMISSION INTO THE PROGRAM

- A. **General.** As a condition of occupancy, the selected tenant is required to sign an executed lease and submit a security deposit. A new tenant should not occupy the unit until the entire security deposit has been provided unless an alternative arrangement is granted in writing by THRHA. If the tenant is unable or unwilling to provide the deposit prior to occupancy, the selected applicant may be terminated and another tenant chosen for the unit from THRHA's waiting list, or a previously named alternate finalist shall be selected.
- B. If the lease for a tenant is terminated prior to initial occupancy of the unit, the tenant may be entitled to a refund of any security deposit paid. The alternate tenant then has the same payment requirement prior to occupancy of the unit.

XI. USE OF THE HOME

- A. A condition for selection as a tenant in either the HOAP or Low Rent Program is that the family agrees to use the home as its principal residence during the term of the Lease. Ownership or use of an additional residence that is decent, safe, and sanitary at the time of occupancy or acquisition during occupancy would disqualify a Family from the HOAP or Low Rent program. Failure by the tenant to use the home as their principle place of residence shall constitute grounds for termination of the lease. The home may not be sublet for temporary absences without THRHA consideration and approval.
 - 1. The tenant shall continuously use the home as his/her primary residence.
 - 2. The tenant may request prior written approval from THRHA to operate a small business in the unit. THRHA may grant this authority when the tenant provides the following assurances and may rescind this authority upon violation of the following assurances:
 - a. The unit will remain the tenant's principal residence;
 - b. The business activity will not disrupt the basic residential nature of the housing site or disturb other Tenants; and
 - c. The business will not require permanent structural changes to the unit or that will adversely affect a possible future tenant's use of the unit.

XII. MONTHLY RENTAL CHARGES

- A. **HOAP Program.**

The Gross Monthly Charge is determined by multiplying the monthly income (Attachment D) by 28%, and then adding a charge for taxes and insurance. The charge for taxes and insurance is currently set at \$45, but is subject to change by THRHA at any time. Subject the effect of the utility allowance on the maximum monthly charge, the net monthly charge is determined by subtracting the applicable utility allowance, if any, from the gross monthly charge.

- B. The HOAP program requires that a minimum monthly amount be achieved in order to receive that month's amortization on the dwelling's amortization table accompanying any purchase option. This minimum monthly amount to achieve amortization does not affect the net monthly charge due from the tenant.
1. If 28% of monthly income for a month is less than this minimum monthly amount, no amortization credit is given on the amortization table for that month. Neither the amount added to the gross monthly charge for taxes and insurance, nor the amount of utility allowance subtracted to calculate net monthly income, are taken into consideration in determining whether this minimum monthly amount to achieve amortization is achieved.
 2. In the first year the minimum monthly amount to achieve amortization is \$250. At each annual recertification, this minimum monthly amount is increased by \$5 per month. For example, after five years in the program, a tenant's minimum monthly amount would be the original \$250 plus \$5 x 5 years, or \$275.
- C. For HOAP, to accommodate economic downturns in a local economy and ensure maximum affordability, a maximum monthly charge is established which the sum of the monthly amortization rate (as reflected on the applicable amortization table for the dwelling accompany the purchase option, if any) plus the taxes and insurance amount. The maximum monthly charges constitutes the maximum monthly charge for that month.
1. A utility allowance is to be deducted from the gross monthly charge on HOAP dwellings, but only to the extent of the minimum or maximum monthly charge, as described below.
 - a. First, the utility allowance can never reduce the net monthly charge below the minimum monthly amount to achieve amortization. For example: assuming that the 28% gross monthly charge is \$400; the utility allowance is \$275 and the minimum monthly charge is \$255: The net monthly rental charge would be \$255, without regard to the utility allowance.
 - b. Second, the utility allowance at the maximum end of the rental charge is limited by the combination of the monthly amortization amount plus the monthly charge for taxes and insurance. For example assume that the 28% gross monthly charge is \$1,200; the amortization is \$1,000 plus the \$45 taxes and insurance; and the utility allowance is \$275. In that case, the net monthly charge would be \$925 (\$1,200 - \$275). In the same example, once the gross monthly charge went above \$1,320, the net monthly charge would be capped at \$1,045.
- D. Any tenant that is found to have been overcharged by THRHA shall have such overcharge promptly returned to the tenant after first offsetting any obligations owed by the tenant to THRHA.
- E. **Low Rent Program.**
The Low Rent program has two types of units: Regular and HOME type units.
1. Regular low-rent units have no Home Grant funds or restrictions. The monthly rent charge is simply 30% of the adjusted monthly household income (Attachment D), provided the unit includes THRHA paid utilities. If there are non-covered utilities, then a utility allowance may be deducted from the 30% monthly charge. Allocation of utility payment responsibilities will be set out in the lease. In addition, each development/project and/or unit may have a minimum or floor rent that must be met in order to be eligible to live in a particular unit.

2. HOME units are generally treated identically to the regular Low Rent units unless the AHFC scheduled maximum HOME rental rates are determined to be less than what is actually paid by the Tenant.
3. Notwithstanding any other provision of this paragraph, the Landlord, in its discretion, may designate certain one-bedroom or two-bedroom Low Rent units for reduced senior rental rates. Any such unit will be identified in an attachment to the lease. Those rates, if applicable, will be:
 - a. **Tenant age under 55:** 30% of adjusted monthly income;
 - b. **Tenant age between 55 and 60:** 25% of adjusted monthly income; and
 - c. **Tenant age over 60:** 20% of adjusted monthly income.

XIII. PURCHASE OPTION

Landlord may append to a HOAP Lease a Purchase Option which, if conveyed along with the Lease, will be included as an Addendum B to the Lease.

XIV. TRANSFERS WITHIN THE HOAP OR LOW RENT PROGRAM

- A. Transfers of tenants between units and projects are contingent upon approval by the program manager or the President/CEO. The tenant requesting a transfer must complete an application with supporting documentation and meet eligibility requirements for admission into either Program. Approved applications will be placed on the waiting list based on preference points and the date and time of application.

Approval will be based on initial eligibility requirements for admissions as outlined in article VI of this policy, and the following criteria:

1. The tenant's income eligibility for the applicable program shall be that under income or over income families will not qualify for the waiting list because applicants are required to meet the initial admissions requirements of the program. However, under income families may submit a letter to the President/CEO requesting special consideration.
2. Transfers must be based on need (i.e., overcrowding or under-utilization of current unit), or based on a documented medical need for transfer, including a handicapped family requiring a transfer to a unit which better accommodates their handicap.
3. The tenants must have a good payment history and have all accounts current including any repayment agreement, if applicable.
4. The tenant's current unit must be maintained in an acceptable manner. If the above three criteria are met, an inspection will be conducted to determine condition of unit. If the unit is acceptable, according to the housing authority's standards for acceptable maintenance, the applicant will be placed on the waiting list.
5. When a unit becomes available, and the points warrant it, the transfer applicant will be given at least a thirty (30) day notice to move-in to the new unit. In addition, a move-out inspection report will be sent to inform them of all maintenance and repair work that must be completed in their existing home before transferring to the new unit. The actual move-out inspection will be conducted by a representative from THRHA.

At the time of transfer, the move-out inspection shall reflect total compliance and no deficiencies. The condition of the home must be to an acceptable standard. If the transfer applicant fails to comply with the requirements of the inspection report, the transfer will be denied.

XV. CERTIFICATION AND RECERTIFICATION OF INCOME

- A. THRHA staff shall certify a selected family's income and earnings prior to initial occupancy and may recertify income thereafter when deemed necessary for the purpose of determining the family's income and corresponding monthly rent charge. This may be conducted at a tenant's request due to a change in household income. Recertification of income schedules will be determined by the program manager and/or the President/CEO.
1. The purpose of the applicant certification and tenant recertification is to initially establish and ensure that all aspects of an applicant's eligibility have been determined appropriately.
 2. Tenants may be recertified when deemed necessary by the program manager or President/CEO.
 3. During the application certification process, each tenant household shall be required to produce income tax returns, check stubs and any other evidence that will help demonstrate income for THRHA to completely determine an applicant household's eligibility and probable income for the twelve (12) months following move-in.
 4. When necessary, the Occupancy Specialist may require that a household sign a consent for the release of information (HUD form #9887) from all adult family members.
 5. All tenants must notify the Occupancy Specialist assigned to their development/project if their household composition changes.
 - a. Interim re-certifications must be processed if the tenant's income has increased or decreased by 20% or more from what is currently on file. All of the income from each household member must be included in any recertification unless the household member is an approved live-in aid. Also, tenants must report all changes in family household composition as they occur, and THRHA may require interim recertification if it has reasonable grounds to believe that family income has materially changed.
 6. Tenants must be given at least thirty (30) days advanced notice before a rental increase can be implemented.
 7. If THRHA staff believes there is reasonable evidence to indicate that a household intentionally failed to report all proper household income or household members in their application or a subsequent recertification they may be evicted at the discretion of the program manager or the THRHA President/CEO.

XVI. INSPECTIONS OF UNIT

- A. The tenant or his/her representative is obligated to participate in and allow pre-occupancy, initial occupancy, annual, pre-move out and final move-out inspections and emergency or

special periodic inspections. Failure of the tenant to participate in or allow a required inspection is a violation of the lease and may result in termination of the lease in accordance with this policy. As provided in the lease, landlord is entitled to conduct any inspection authorized by this article without tenant's consent. Except for emergency inspections or entry under (4) of this section, landlord will make one initial attempt to schedule a mutually-agreeable time for the conduct of the inspection. If tenant refuses to schedule a mutually-agreeable time; demands an extension or cancellation of that scheduled inspection; or fails to appear at the scheduled inspection, then landlord may enter into the dwelling and conduct the inspection without further notice and with or without the presence of the tenant, all at the landlord's sole discretion.

1. **Special Inspections.** Subject to (4) of this section, THRHA shall, upon **24 hours'** written notification to the tenant, be permitted to enter the dwelling during reasonable hours for the purpose of performing inspections and maintenance, for making improvements or repairs, or to show the dwelling for re-leasing
2. **Monthly Inspections. Tenants that have moved into a unit may have their unit inspected monthly for the first 6 months to ensure that the tenant is abiding by the requirements of the lease. This practice occurs to minimize any potential damage to the rental unit and to ensure that a new tenant is properly maintaining his or her unit. Should a unit be deemed a potential problem unit, inspections may continue until the program manger or President/CEO determine that the unit condition is acceptable. Tenants' units that are not deemed acceptable may face lease termination.**
3. **Probational Inspections.** The program manager or President/CEO can require and either schedule, or at random, cause a series of special inspections to occur to a Low Rent unit in order to ensure that a tenant is fulfilling a counseling agreement and/or properly maintaining their rental unit.
4. **Emergency Inspection.** THRHA staff can conduct an immediate inspection of any THRHA unit if there is reasonable cause to believe that an emergency exists that presents an immediate threat to the health or safety of persons or an immediate threat of damage to project property.
5. **Pre-occupancy Inspection.** Prior to move in, the applicant and representatives of THRHA will conduct a pre-occupancy inspection to document the existing condition of the home. The pre-occupancy inspection will be part of the tenant file and will be used for future reference, should the tenant or THRHA terminate the Lease and have any disagreement over the condition of the rental unit at move-in.
6. **Annual Inspections.** The tenant and/or his/her representative along with a THRHA representative will conduct an annual inspection of the home. The annual inspection is conducted to ensure that the home is being properly maintained. The annual inspection also documents the condition of the home for the tenant's file. If deficiencies are noted, the tenant must be provided mandatory maintenance counseling. THRHA may elect to perform inspections on a more frequent basis if the tenant is considered to not be maintaining the home in a decent, safe and sanitary manner.
7. **Pre Move-out Inspection.** The pre-move out inspection is scheduled at the time the tenant notifies THRHA with his/her thirty (30) day notice of intent to terminate the lease. The pre-move out inspection is conducted to provide the tenant with assistance in maintenance items that are required to be repaired/replaced or cleaned prior to THRHA regaining possession of the home.

8. **Final Move-out Inspection.** The final move out inspection documents the condition of the home at the time THRHA regains possession of the home. Any items needing repair/replacement or cleaning will be documented for the file. Any charges for rehabilitation of the home will be charged back to the tenant's security deposit or tenant's account and collected in accordance with THRHA's Collection Policy.
9. **Termination Inspection.** THRHA will perform an inspection of the premises whenever it takes action to terminate a lease; the premises will be inspected again prior to the tenant moving out.

XVII. TERMINATION

- A. **Voluntary Termination.** Tenants must provide THRHA with a thirty (30) day written notice of his/her intent to terminate the lease. If the tenant vacates the home without proper written notification, the tenant shall remain subject to the obligations of the lease including the obligation to make monthly payments. THRHA staff shall make a reasonable attempt to notify the tenant of the effective date of the termination notice and pro-rate the account for same.

Upon receipt of the proper written notice, THRHA will schedule a move-out inspection. Any repairs that are necessary and attributable to tenant abuse or neglect (as set out in Attachment A and the lease) will be identified and the tenant will be given five (5) days to acknowledge whether they intend to complete the repairs. If the tenant refuses or fails to complete the repairs, THRHA will complete those repairs determined to be tenant's responsibility and will first charge the tenant's security deposit and then his/her accounts receivable. The tenant will not be responsible for normal wear and tear of the unit. The definition of normal wear and tear is clarified in the maintenance policy procedure contained in attachment A.

- B. **Involuntary Termination.** Termination of the lease by THRHA for material non-compliance or other reasons is governed by the lease.

XVIII. INCOME AND DEDUCTIONS

See Attachment D for allowable income and deductions.

XIX. TENANT'S RESPONSIBILITY FOR MAINTENANCE

- A. There are two types of rental units. The permanent rentals that are typically multi-family ("Low Rent Units") and the lease-to-purchase that are typically single-family or attached homes ("HOAP Units"). The units will be maintained in accord with the Dwelling Maintenance Obligation Policy and Procedure manual found in Attachment A to these policies. In both cases, tenants are responsible for routine maintenance, including replacement of consumables such as light bulbs and periodic, customary and regular servicing of appliances and fixtures, including all plumbing and heating. Tenants are also responsible for repair and/or replacement and any damage that occurs due to:

1. Tenant's failure to use reasonable care to maintain all aspects of the dwelling;

2. Tenant's use of any aspect of the dwelling in an improper manner or a manner for which that aspect of the dwelling was not intended; or
 3. Damage to any aspect of the dwelling caused by the abuse, vandalism, or neglect of either tenant or any other household member, invitee or permittee of tenant, or by a breach of the lease.
- B. THRHA will periodically provide maintenance counseling opportunities and when necessary will repair problems that are determined to be outside the control of the tenant. These responsibilities are further explained in Attachment A to these policies.
- C. For both types of units, Each tenant is expected to do his or her best to properly maintain the interior of their unit so that it is always in a safe, sanitary and generally clean condition. Tenants are also responsible to help maintain the general ambiance of the common areas and grounds by helping keep them clean. The THRHA Field Rep. is primarily responsible for providing maintenance for common areas and equipment and taking care of the lawns and snow removal in common areas.
- D. Also for both types of units, both the interiors and exterior areas controlled by tenant (i.e. yards, walkways, etc.) must always be maintained and be kept continuously in a safe, sanitary and generally clean condition by tenant. For these areas controlled by tenant:
1. Lawns should be routinely mowed and plants and shrubbery properly cared for; and
 2. Tenant must also maintain walkways and driveways so as to provide safe passage to the unit in winter weather, including prompt snow and ice removal.
- E. Structural or possible changes to the home may be considered by the THRHA for HOAP tenants only. Low Rent tenants cannot make any structural changes. If the modification would require alteration of the home or structure the tenant must first make a detailed proposal and acquire prior written approval from THRHA. THRHA staff must ensure that the proposed change(s) will not:
1. Impair the value of the home, the surrounding homes or the project;
 2. Affect the use of the home for residential purposes or in any way violate HUD regulations as to design and construction; and
 3. Is appropriately planned and is achievable.
- F. Any improvements to the yards should be strongly encouraged, for either HOAP or Low Rent Tenants, with the intention of helping to further differentiate between the units. Staff should conduct annual competitions to help stimulate the improvement of yards.
- G. Maintenance obligations, and THRHA charges in the event that THRHA is required to perform any maintenance or repair that is the responsibility of tenant, are set out in more detail in Attachment A to these policies, as well as the lease

XX. GENERAL TENANT OBLIGATIONS

- A. The tenant shall abide by all program requirements and obligations, including but not limited to:
1. Changes to monthly rent and inspections;
 2. Not assign, sublet or transfer possession of the dwelling;
 3. Not provide accommodations for boarders or lodgers and promptly notify the Landlord of any changes to household composition or guests who stay in the unit more than two weeks in a calendar year;
 4. Use the dwelling solely as a private dwelling for those persons identified in the Lease, not use or permit its use for any other purpose including business purposes, and not display commercial signs of any kind in or about the premises;
 5. Use the dwelling solely as tenant's principle residence;
 6. Abide by all necessary and reasonable regulations for the benefit and well being of the housing project and the tenants;
 7. Comply with the applicable building and housing codes that affect health and safety;
 8. Keep the dwelling, including the dwelling fixtures, as clean and safe as the condition of the dwelling permits;
 9. Keep the interior and exterior of the dwelling, the yard and adjacent street and any common areas in clean and safe condition;
 10. Tenants or any guest shall in no way deface, damage or remove any part of the dwelling;
 11. Dispose of all ashes, rubbish, garbage and other waste from the dwelling into a refuse receptacle stored in the furnace/storage room or an approved bear-proof structure in a clean and safe manner;
 12. Regularly park no more than three (3) vehicles, inclusive of any boat, all of them operable, on the driveway or in the carport without prior written landlord approval;
 13. Use in a reasonable manner all electrical, plumbing, sanitary, heating, kitchen, and ventilation fixtures and all other facilities and appliances in the dwelling;
 14. Immediately report to landlord any accident or damage to pipes, toilet, drains fixtures, electrical wires or any other property of the landlord, and including all breakage, damage or loss of any kind to the dwelling;
 15. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the dwelling or permit any person to do so;
 16. Not unreasonably disturb or permit others on the premises with or without the tenant's consent to unreasonably disturb a neighbor's peaceful enjoyment of the premises;

17. Not engage, regardless of arrest or conviction, at the premises in prostitution, an illegal activity involving prostitution, an illegal activity involving alcoholic beverages, an illegal activity involving gambling, any activity involving either a controlled substance or an imitation controlled substance, or permit others to engage in any of those activities at the dwelling;
18. Not engage in activities that have been determined to threaten the health or safety or peaceful enjoyment of other residents;
19. Maintain smoke detection devices as required by AS 18.70.095 and replace light bulbs in fixtures or batteries that no longer function;
20. Refrain from making unauthorized alterations to the dwelling or equipment therein, and refrain from installing additional locks or fixtures without prior approval of the landlord;
21. Not store any household or other property outside of the unit, and not keep any flammables in the dwelling or storage areas;
22. Mow any lawn on tenant's premises and power wash exterior siding when it discolors, not install outside antennas, and not park in other than designated parking areas on the lot;
23. Pay reasonable charges for repairs of damages to any portion of the project premises, facilities or common areas caused by the tenant, the members of his/her household or his/her guests, above normal wear and tear;
24. Submit a written notice of termination of the lease at least thirty (30) days before the rental due date, which must be specified in the notice;
25. Attend a pre-termination inspection with the landlord's representative and subsequently repair all items indicated as being in need of repair and the tenant's responsibility prior to vacating the unit;
26. Upon termination of tenancy and vacation of the dwelling, clean and restore the unit to the same condition it was at initial occupancy, except for reasonable wear and tear, and surrender to the landlord all keys to the dwelling and associated mail recepticals;
27. Notify the landlord of any anticipated absence from the dwelling in excess of seven (7) days as soon as reasonably possible, once the Tenant knows his/her absence will exceed this period;
28. If any damage to the property beyond normal wear and tear shall be by the act of the tenant or a guest or by the tenant's neglect, the tenant shall forthwith repair such damage at his/her own expense. Should the tenant fail or refuse to make such repairs within a reasonable amount of time after the occurrence of such damage, the tenant agrees that the landlord may, at its option, make such repairs and charge the cost thereof to the tenant's security deposit. The cost of such repairs shall be based on the calculations outlined in the maintenance obligation section of this policy. Such charges shall be due and collectible before the first day of the second month in which the charge is incurred;
29. Ensure that the tenant's children are appropriately supervised while on any project playground or public facility should one be provided;
30. Tenant's and members of his/her household shall not be registered or pending registration as a sex offender on the State of Alaska Sexual Offender List, or for any other state;

31. Comply with all rules and regulations of the project and the lease. The tenant's failure to comply with any of these obligations is a material Non-compliance and may, at the landlord's discretion, be grounds for termination of the lease.

XXI. COUNSELING

- A. THRHA will provide counseling to tenants for the purpose of developing a full understanding of their responsibilities as participants in the Low Rent and Home Ownership Assistance Programs. The counseling should be designed to improve the tenant's ability to fulfill his/her responsibilities under the program. The counseling events should help develop a cooperative relationship between tenants. Each tenant shall be required to participate in and cooperate fully in all official pre-occupancy and post-occupancy counseling activities. Failure, without good cause, to participate in the program should constitute a breach of the lease.
 1. **Pre-Occupancy Counseling.** The pre-occupancy counseling session takes place prior to execution of the Lease. This session should provide applicants with informative program requirements and procedures. The lease is reviewed and pertinent information is available to answer any program inquiries and to ensure that the participant realizes and understands his/her responsibilities and benefits under the applicable program.
 2. **Post-Occupancy Counseling.** Post occupancy counseling includes one-on-one or group counseling sessions in matters of post-occupancy, maintenance and budgeting.
 - a. Post occupancy counseling ensures that the tenants are fully aware of their responsibilities under the program. The program is reviewed with the tenant and a THRHA representative should be available to answer and provide information on the program.
 3. **Maintenance Counseling.** Maintenance counseling is provided to the tenant during annual inspections or when it has become evident that they are not properly maintaining his or her home. Assistance in maintenance includes, but is not limited to, furnace and water heater repair, plumbing, window, sheet rock and carpet and linoleum replacement is provided.
 4. **Budget Counseling.** Budget counseling is provided to the tenants when needed, based on the Tenant's payment history, or at their request. Budget counseling provides realistic budgets to help the tenant keep within their income and expenditures.

XXII. GRIEVANCES

- A. All disputes concerning obligations of tenant or THRHA, other than disputes related to termination, shall be processed and resolved and if necessary progress according to the landlord grievance procedure, posted in the project office. Matters related to termination are not subject to any grievance process.
- B. Disputes should be appropriately documented and be timely filed in accordance with the THRHA Grievance policy. The first level of consideration should occur between the tenant and the program manager. If resolution cannot be achieved then the case should be considered by the President/CEO and if resolution is still not achievable the tenant should be made aware of and completely follow the formal Grievance procedure that is detailed in another policy.

Attachment “A”

Low Rent and HOAP Policies and Procedures

Dwelling Maintenance Obligations; THRHA Costs

Tlingit-Haida Regional Housing Authority

Property Management Division

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**ATTACHMENT A
MAINTENANCE
THRHA LOW RENT/HOAP A & O Policies**

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DWELLING MAINTENANCE OBLIGATIONS; THRHA COSTS

SECTION I

A. PURPOSE

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

SECTION II

A. General

There are two types of rental units: (1) The rentals that are typically multi-Family (“Low Rent Units”); and (2) the Lease-to-purchase that are typically single-Family or attached homes (“HOAP Units”). Both types of Units will be maintained in accord with the Maintenance Policy and Procedure manual found in this Attachment A. In both cases, tenants are responsible for routine maintenance, including replacement of consumables such as light bulbs, etc. and periodic, customary and regular servicing of appliances and fixtures, including all plumbing and heating. Tenants are also responsible to repair or replace any damage that occurs due to any of the following acts or omissions by a tenant, a member of tenant’s household, or an invitee or permittee of tenant:

- (1) Failure to use reasonable care to maintain all aspects of the dwelling;
- (2) Use of any aspect of the dwelling in an improper manner or a manner for which that aspect of the dwelling was not intended; or
- (3) Damage to any aspect of the dwelling caused by abuse, vandalism, or neglect, or by a breach of the Lease (these three grounds for Tenant liability being collectively referred to herein as “tenant fault”).

THRHA will periodically provide maintenance counseling opportunities and when necessary will repair problems that are determined to be outside the control of the tenant.

- B. A tenant will not be charged in cases of vandalism, stolen or missing items when supported by a police report, unless the damage is done by tenant, a member of tenant’s household, or an invitee or permittee of tenant.
- C. For both Low Rent Units and HOAP units, normal wear and tear to the dwelling units, common areas, building, or facility is to be expected and will not be charged to the tenant, either during the tenancy or after move-out. Treatment of the two types of units differs, however, with respect to determining whether a repair or replacement is due to tenant fault or normal wear and tear:

1. For HOAP units, tenant fault will be determined both on a case-by-case basis, and also by using the Aging Tables set out in Section V of this attachment, both during the tenancy and at move-out; while
2. For Low Rent Units, tenant Fault will be determined solely on a case-by-case basis during the tenancy. However, at move-out, tenant fault will be determined both on a case-by-case basis and using the aging tables.

D. Measure and recovery of THRHA costs

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

Examples of how the division between tenant fault and normal wear and tear will occur include the following:

a. Restore heat to a unit:

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

b. Sink/toilet plugged up in unit:

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

c. Lockout:

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

2. Where tenant fault is involved, or tenant fails to conduct routine maintenance, tenant will be provided with an initial opportunity to conduct necessary repair, replacement or maintenance at tenant's expense. For HOAP Units, THRHA will provide tenants with training opportunities to undertake repairs and maintenance themselves. If tenant should fail to timely and (in THRHA's judgment) adequately perform the repair, replacement or maintenance, then THRHA reserves the right to either:

- a. Contract with a third party to perform the repair, replacement or maintenance; or
- b. Conduct the repair, replacement or maintenance itself.

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

SECTION III.

A. Calculating Tenant Charges

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

SECTION IV

A. Maintenance Program. Maintenance program procedures are as follows:

1. All move-in inspections are to be conducted with the head-of-household, at which time the Maintenance Technician will review the tenant responsibility and the THRHA's responsibility's in reference to the maintenance policy.
2. A follow-up inspection and maintenance counseling will be scheduled for ninety (90) days after the original move-in date, to assure that the unit has not developed any

problems and that the tenant is in compliance with their lease.

3. After the follow-up inspection, the following procedure will be followed to assure that both the tenant & the THRHA are in compliance with the lease:
 - a. Tenants should be notified two (2) weeks in advance as to when the annual unit inspection will be conducted.
 - b. At the time of inspection, the deficiencies are noted and the inspection form is signed by both THRHA staff and the Tenant.
 - c. When deficiencies are found, the tenants are counseled on the requirements of their lease and the importance of preventive maintenance. Tenant counseling will be documented, with date and signature of the tenant.
4. For the expediency in correcting deficiencies found, a plan with time frames will be developed and agreed upon by the THRHA inspector and the tenant. This plan for correction of deficiencies will be itemized on a carbon form that will be signed by and executed at the time the plan is agreed upon. Failure to agree to a plan for correction is grounds for termination.
5. Results of the unit inspection and executed plan are entered into the maintenance log by the maintenance technician. The inspection log will be monitored monthly by the maintenance technician.
7. Compliance with the plan will be monitored by the maintenance technician not later than thirty (30) days from the date of implementation. Failure to comply with agreed upon plan constitutes a breach of the lease and grounds for termination. At the end of the given time to correct the deficiencies, the tenant will certify to THRHA that the repairs are completed, i.e., pictures, invoices/receipts for materials and witnesses to attest that the work was performed.
8. Should the tenant fail to send in their certification that the plan has been completed; THRHA will contact that tenant to discuss why the plan has not been adhered to.
9. Tenants that fail to agree to a plan or timely carry out the agreed upon plan, are given the opportunity to identify any extenuating circumstances which may exist causing their noncompliance. A plan of action may be implemented or extended that will specify how the tenant will return to compliance. If tenant fails to timely carry out the agreed upon plan to THRHA's satisfaction, THRHA may either:
 - a. Contract with a third party to perform any maintenance, repair or replacement; or
 - c. Undertake the maintenance, repair or replacement itself.In either event, tenant is liable to THRHA for the costs of the repair or replacement, as calculated pursuant to Section III of this attachment.
10. When a condition is found that threatens the life, health or safety of the tenant, or the structural integrity of the unit and the tenant does not have the resources to correct the condition, THRHA may immediately have the corrective work done without first offering tenant the opportunity develop a plan of correction or to correct the

condition himself or herself. The charge for the work done is charged to the tenant's account if the condition is due to tenant fault. The tenant will be given a copy of the maintenance to be performed and details of the cost.

11. Whenever, for any reason, THRHA incurs maintenance, repair, cleaning or replacement costs that are attributable to tenant under these policies or the lease, THRHA will invoice the tenant and:
 - a. Withhold the sum due from tenant's security deposit if the cost was incurred in connection with tenant move-out; and/or
 - b. Add the sums to tenant's rental obligation. Failure to timely pay all sums due under these policies constitutes a breach of the Lease and grounds for termination.

12. It is the intent of the Tlingit-Haida Regional Housing Authority to work with the tenant to ensure that the units are well maintained. When all resources have been exhausted to bring the tenants into compliance with the lease, the maintenance technician will bring such matters to the attention of the Housing Manager. The Housing Manager will bring it to the attention of the President/CEO for concurrence with issuing a notice to terminate.

13. Tenant charges originate during occupancy or at the time of move-out with a statement of charges. Procedures are outlined in the lease concerning move-out inspections.

14. It is important to determine any maintenance charges as soon as possible after the tenant vacates. If the tenant fails to clean the vacated unit to THRHA's standards or has damaged THRHA property, charges will be deducted from the tenant's security deposit. If the deposit is insufficient to cover the charges, then the tenant will owe THRHA the balance remaining and must make arrangements for payment.

SECTION V.

- A. **Aging Tables.** For fixtures, appliances and other parts of the dwelling that require non-routine repair or replacement, the following aging tables set out a presumption as to what percentage of the repair or replacement cost is attributable to normal wear and tear, and what percentage is attributable to tenant fault. Pursuant to Section II, these tables will be utilized for HOAP tenants both during the tenancy and at the time of move-out, and for Low Rent tenants at the time of move-out, to determine the percentage of the repair or replacement cost to charge to Tenant.

Refrigerator and Range

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

Flooring

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

Square floor tile, vinyl and carpet repair/replacement will be actual cost of the repair or replacement.
Family size may be taken into account for determining fair wear and tear on all floor coverings.

Drapes and Blinds

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

Tenant shall pay a minimum of 25% replacement cost.

Painting

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

Repainting a unit after four (4) years is considered as being attributable to normal wear and tear. Units requiring painting after being vacated prior to four (4) years will be assessed charges for repainting based on a percentage of useful life remaining.

B. Exceptions. Notwithstanding (A) of this Section:

1. THRHA may charge tenant a greater portion of the repair or replacement cost if its determines that, in an individual case, a greater portion of the damage is attributable to tenant fault; and
2. THRHA may charge tenant a lesser portion of the repair or replacement cost if tenant demonstrates to THRHA's satisfaction that a lesser portion of the damage is attributable to tenant fault.

SECTION VI.

- A. Appeals.** A tenant may appeal maintenance charges in writing and postmarked within five (5) working days from receipt of THRHA's billing. Such appeals shall be directed to the President/CEO, and be responded to within five (5) working days of receipt.

Glossary of Terms

Actual Cost. Cost to THRHA to repair or replace damaged property.

Actual Man-hours. Man-hours used to repair or replace damaged or missing THRHA property.

Age of Appliance. Serviceable years an appliance is in use.

Housing Management/Rental Management. Employees, who manage THRHA property.

Maintenance. Employees, who perform maintenance, work on THRHA property.

Informal Hearing. A hearing following an informal settlement meeting if the dispute charges items are not resolved. This hearing must be requested by the tenant.

Field Representative. An employee who is designated as the building manager, inspector, and representative of THRHA.

Laborer. An employee who performs semi-skilled work.

Maintenance Mechanic. An employee who performs skilled work.

Move-out inspection. An inspection conducted when a tenant moves, any damages beyond normal wear and tear, are determined at the time.

Ordinary Wear and Tear. The expected wear and tear that occurs in the normal use of a product.

Percentage Payable by Tenant. The percentage of cost that must be paid by the tenant.

Tenant. A resident of THRHA owned property.

Vacated Tenant Statement. A statement of tenant payable expenses for damages.

Attachment “B”

Low Rent and HOAP - Policy and Procedures

Selection Rating

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SELECTION RATING

The following selection ratings are to be used except when directed by resolution of the Tribal Council for Tribally owned rental units managed on behalf of the Tribal Partner by THRHA.

A. Living in the community, according to the definition of residency preference. (2–Points)

1. **“Residency preference”** means preference for admissions of families living in the community being applied for. Residency preference may not be based on how long the applicant has resided in the jurisdiction; and applicants who are working or who have been notified that they are hired to work in the jurisdiction shall be treated as residents of the jurisdiction.

Documentation: The applicant must be able to prove that they are residing in the community being applied for. Evidence of employment in the community will also be satisfactory.

B. The family is living in overcrowded conditions. (1-Point)

1. The determination of overcrowding is made by considering the specific circumstances of each applicant and includes the following considerations:
 - a. 1 bedroom required for head of household and spouse.
 - b. 1 bedroom required for male member of family other than head or spouse.
 - c. 1 bedroom required for female member of family other than head or spouse.
 - d. Two members of the same sex may share a bedroom.
2. Exceptions to the occupancy standards can be made for:
 - a. Single parent families requiring an additional bedroom, which is not reflected in the schedule.
 - b. The occupancy of extended family members when necessary.
 - c. The accommodation of families requiring an additional bedroom due to health or medical reasons.
 - d. Possible growth potential of a family.
 - e. To include a pregnant single women.
3. The age difference between two family members of the same sex, with a minimum age difference of five (5) years or greater, will be considered in determining the need for an additional bedroom sized unit.

Documentation: Is evidenced by a signed statement from a current landlord, relative or friend with whom the applicant is currently living. A self-affidavit is also acceptable and is subject to audit.

An accessible and equipped unit is available and the applicant or a member of the household is **handicapped**. (5-Points)

1. These preference points are contingent on the availability of a handicapped equipped or reasonably adaptable unit. The extent of the disability should be verifiable by ongoing medical care. If there is more than one, the applicant(s) with the greatest need shall be selected.

Documentation: Is evidenced by a physician's certification of medical condition and a prognosis. Verification by a clinic, welfare agency, social security administration, rehabilitation agency, and other similar sources may also be accepted.

D Disabled. (1 Point) Is defined as a household that has at least one adult that is receiving social security disability, supplemental security income disability benefits, or any other payments based on an adult family member not being able to work.

E. Displacement due to domestic violence, natural disaster, or family reunification.

1. **Victim of Domestic Violence:** (3-Points) Means actual threatened physical violence directed against one or more members of the applicant family by a spouse or another member of the applicant's household. The violence must have occurred in the last six (6) years or is of a continuing nature. A victim displaced from their household as a result of the violence qualifies for a "displacement" preference as opposed to "Substandard housing/Homelessness."
2. **Natural Disaster:** (1 Point) These are persons whose homes become uninhabitable because of a disaster such as earthquake, fire or flood.
3. **Family Reunification:** (1 Point) A family may qualify for this preference if the family needs housing so that they can get their children out of foster care or keep the children out of foster care.

Documentation: Is evidenced by a statement by a physician, and/or public facility that provides shelter to victims of natural disaster or counseling to victims of domestic violence. Or a letter from the Division of Family and Youth Services supporting the need for housing to achieve family reunification.

F. Substandard Housing or Homelessness: (1-Point)

1. **Substandard Housing** – A unit is considered sub-standard when it meets one of the following conditions:
 - a. Is dilapidated to the point that it does not provide safe and adequate shelter, and endangers the health, safety or well being of a family;
 - b. Does not have operable indoor plumbing;
 - c. Does not have a usable flush toilet in the unit for the exclusive use of the household;
 - d. Does not have electricity or has inadequate or unsafe electrical service;
 - e. Does not have a safe or adequate source of heat;
 - f. Does not have a kitchen (does not include single room occupancy SRO); and/or
 - g. Has been declared unfit for habitation by any agency or unit of government.

2. **Homelessness** – A “homeless” family includes any individual or family which lacks a fixed, regular, and adequate nighttime residence that is:

- a. A supervised publicly/privately-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing); or
- b. A public/private place not designed for or ordinarily used for sleeping by humans.

Documentation: is evidenced by a physical inspection of the unit by THRHA staff or letters adequately describing the deficiencies from two separate social workers or members of the clergy or it has been declared unfit for habitation by any agency or unit of government.

G. Rent Burden plus utility expense is greater than 50% of gross monthly income. (1-Point)

Documentation: is evidenced by proof of income and the most recent three (3) months rent and utility receipts (or average) indicating expense is over 50% of Gross income.

H. Terminally Ill - The applicant or a member has an incurable, terminal illness. (1-Point)

Documentation: is evidenced by a letter from an attending physician indicating that life expectancy is three (3) years or less along with evidence that the terminal nature of the illness meets the criteria for disability as defined in Section 223 of the Social Security Act.

I. Working family, - Is defined as one that: (5-Points)

1. Has at least one adult that is working;

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

J. U. S. Veterans - As defined in Alaska Statutes 18.55.330, a veteran is a person who: (2-points)

1. Was honorably discharged from the military of the United States; and
2. Has lived for at least one year in Alaska; and
3. Was in the military of the United States for at least ninety (90) days or whose service was for less than ninety (90) days because of injury or disability in the line of duty between:
 - a. September 16, 1940 and July 25, 1947; or
 - b. June 25, 1950 and January 31, 1955; or
 - c. August 4, 1964 and November 7, 1975; or
 - d. Served in the Alaska Territorial Guard for at least ninety (90) days or whose service was for less than ninety (90) days because of injury or disability in the line of duty, and Has lived for at least one (1) year in Alaska; or
 - e. Is the spouse, widow, or widower of a person described above.

Documentation: A letter from the Armed Services or Veterans Administration, or proper discharge papers.

- K.** *Related dwelling resident at time of tenant's death.* The direct descendant or direct ancestor of a tenant who was a bona fide, full-time resident of the dwelling at the time of the tenant's death. (1-point)

- L.** *Public Rental Assistance Voucher,* as evidenced by receipt of verification from the agency providing the Section-8 Voucher rental subsidy indicating that the applicant has been pre-authorized for the subsidy program. (5 points)

- M.** *Elderly Preference* Has at least one adult who is at least 62 years of age or older (2-Points)

Attachment “C”

Low Rent and HOAP - Policy and Procedures

Social Security Numbers

Tlingit-Haida Regional Housing Authority

Property Management Division

P.O. Box 32237

Juneau, Alaska 99803

(907) 780-6868

FAX: (907) 780-6895

SOCIAL SECURITY NUMBERS

- A. Listed below are procedures used to ensure that each family member discloses and provides copies of social security numbers for family members over the age of six (6) years.
1. The applicant or tenant must provide verification of each family member's social security number (SSN) for all family members over six (6) years of age. Verification can be in the form of the following:
 - a. A photocopy of a valid SSN card issued by the Social Security Administration, for all family members' six (6) years or older;
 - b. A valid state driver's license disclosing the SSN;
 - c. A valid state identification card disclosing the SSN; or
 - d. A statement or verification received by the individual from the Social Security Administration disclosing the SSN.

Any documentation provided by the family that does not disclose or verify the individual's SSN will be rejected for verification purposes.
 2. Additionally, the following applies to the documentation and verification of SSN's:
 - a. For those family members who do not have a SSN assigned to them they need only to certify to this fact. No further action by the family or THRHA is required.
 - b. For those family members who do have a SSN assigned to them and are able to provide the number itself, but are unable to provide documentation of the number at the time, they must certify to this fact. Such family members have forty-five (45) days from the date of the certification to provide the documentation of the SSN to THRHA.
 - c. Applicants have forty-five (45) days from THRHA's request, to provide verification of SSN's during which time they will retain their current position on the waiting list.
 - i. Applicants cannot become participants until the SSN's have been verified or until acceptable documentation has been produced.
 - ii. If an applicant is unable to document the SSN or provide appropriate documentation at the end of forty-five (45) days from the date of certification, his/her eligibility will be denied.
 - d. Tenants must disclose and verify social security numbers at their regular or interim reexamination. Tenants shall be granted the same forty-five (45) days as outlined above if needed to verify the social security numbers. Tenants who without cause fail to verify their social security numbers after the forty-five (45) days shall have their lease agreement terminated.
 - e. The head of household or spouse must execute a certification that a family member under the age of eighteen (18) years either does not have a SSN or does have a SSN but is unable to provide documentation.

- f. An additional extension of up to forty-five (45) days must be provided to an applicant who is sixty-two (62) years or older for documenting or certifying his/her SSN.
- 3. Once a particular family member has documented his/her SSN, reverification of a particular SSN is not required unless:
 - a. The family adds a new member that is age six (6) years or older; the new member must disclose and document his/her SSN, or certify that no SSN has been assigned.
 - b. If a family member age six (6) years or older, is assigned a new SSN then that family member must disclose and document his/her new SSN.
 - c. If a family member age six (6) years or older who previously certified that no SSN had been assigned to him/her, is subsequently assigned a SSN, then that new SSN must be disclosed and documented.

Attachment “D”

Low Rent and HOAP - Policy and Procedures

Income and Deductions

Tlingit-Haida Regional Housing Authority

Property Management Division

P.O. Box 32237

Juneau, Alaska 99803

(907) 780-6868

FAX: (907) 780-6895

INCOME AND DEDUCTIONS

A. INCOME:

1. Annual income is the anticipated income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the twelve (12) month period following the effective date of initial determination or recertification of income, exclusive of certain types of income.
2. Income includes but is not limited to:
 - a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commission fees, tips and bonuses, and other compensation for personal services;
 - b. The Permanent Fund Dividends for all members of the household shall only be used for the purpose of determining eligibility at the time of initial move-in. Alaska permanent fund dividend payments shall not be taken into consideration for the purpose of calculating and determining the monthly rent charge.
 - c. The net income from 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 of depreciation of assets used in a business or profession may be deducted, based on a 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;
 - d. 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 a deduction in determining net income. An allowance for depreciation is permitted only as authorized in the above paragraph. The costs that would be incurred in disposing of the assets will be excluded from the income. Any withdrawal of cash or assets 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 rate as determined by HUD;
 - e. Other full amount of periodic payments 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 payment for the delayed start of a periodic payment; (an exception to SSI deferred periodic payments and Social Security benefits (lump-sum) is stated in 3p of this section);
 - f. Payments in lieu of earnings or unearned income such as unemployment and disability compensation, workers' compensation and severance pay (an exception to this is stated in 3c of this section);
 - g. Welfare Assistance. If the welfare assistance payment 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:

- i. The amount of the allowance or grant exclusive of the amounts specifically designated for shelter or utilities; plus
 - ii. 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 shall be the amount resulting from one application of the percentage.
 - h. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
 - i. All regular pay, special pay and allowances of a member of the Armed Forces (exclusions are noted in paragraph 3); and/or
 - j. Dividend payments received over and above the first \$2,000 of regular periodic dividend payments, per individual, per annum, from any Alaska Native Claims Settlement Act (ANCSA) corporation or corporations, will be considered annual income. (an exclusion to ANCSA is explained in 3r of this section)
3. Annual family income does not include the following:
- a. Income from employment of children (including foster children) under the age of eighteen (18) years;
 - b. Payments received for the care of foster children (including their Permanent Fund Dividends);
 - c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains and settlement for personal or property losses;
 - d. Amounts received by the family that is specifically for or in reimbursement of, the cost of medical expenses for any family member;
 - e. The income of a live-in aide;
 - f. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran that is made available for subsistence is to be included in income.
 - g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
 - h. Amounts received under training programs funded by HUD;
 - i. Amounts received by a disabled person 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 for Achieving Self-Support (PASS);
 - j. Amounts received by a participant in other publicly assisted programs that 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;

- k. A resident stipend, but only if the resident stipend does not exceed \$200.00 per month per officer to resident organization officers. Stipends are intended to cover costs related to officer's volunteer efforts and include but are not limited to the following items: child care, transportation, special equipment, and special clothing;
- l. Temporary, non recurring, or sporadic income (including gifts);
- m. For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by foreign government pursuant to claims filed under the law of that government by persons who were persecuted during the Nazi era;
- n. Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
- o. Adoption assistance payments in excess of \$480 per adopted child;
- p. The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the United States Housing Act of 1937, or any comparable Federal, State, or local law during the exclusion period; The following definition applies:
 - i. Comparable Federal, State, tribal or local law means a program providing employment training and supportive services that – is authorized by Federal, State, tribal or local law; is funded by Federal, State, tribal or local government; is operated or administered by a public agency; and has as its objective to assist participants in acquiring job skills.
 - ii. Exclusion period means the period during which the resident participates in a program described in this section, plus eighteen (18) months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the United States Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.
 - iii. Earnings and benefits mean the incremental earnings and benefits resulting from qualifying employment training program or subsequent job;
- q. Any amount that would be eligible for exclusion under section 1613(a)(7) of the Social Security Act (Deferred periodic payments received in a lump sum from SSI and Social Security);
- r. Exclude deferred periodic payments (Lump-sum) of Supplement Security Income (SSI) and Social Security Benefits from annual income. Lump-sum payments are an accumulation of payments from preceding periods in which an eligible person did not receive entitlement due to previous denial or discontinuation of benefits. (NOTE: lump-sum payments from other sources, net family assets and ongoing monthly benefits from SSI or Social Security are not included in this exclusion);
- s. 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;

- t. 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;
 - u. 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. Also, amounts specifically excluded under the United States Housing Act of 1937;
 - v. Exclude the first \$2,000.00 dividend payments received by the ANCSA Corporation or corporations, per individual, per annum. In addition, exclude all sporadic or irregular cash payments, per individual, per annum, as Annual Income.
 - w. Alaska Permanent Fund dividend shall only be used for the purpose of determining eligibility at the time of initial move-in. Alaska Permanent fund dividend payments shall not be taken into consideration for the purpose of calculating and determining the monthly rent charge.
- 4. If it is not feasible to anticipate a level of income over a twelve (12) month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.
 - 5. Earned income tax credit refunded payments received on or after January 1, 1991.
 - 6. The value of child care provided or arranged for under the Child Care and Development Block Grant Act of 1990.