

## SECTION 21

### KEYS

The following applies to *ALL Programs*

- 21.1. **Move-In.** At time of Move-In, tenant shall be supplied with two (2) sets of keys for each “entry” door of their dwelling unit.
- 21.2. **Lost Key’s.**
- A. When a tenant loses a key, the **Housing Department** shall replace the lost key, upon request. There is, however, a ten dollar (**\$10.00**) service fee for each replacement key made by housing. This will be added to the tenants account as an “Other” charge.
  - B. If the tenant desires a replacement key, he/she shall contact the **Housing Department** and notify them of his/her need for a replacement key.
  - C. ***For security reasons, Housing Department personnel shall only honor requests for replacement keys when that request comes from the units Head of Household.***
- 21.3. **Returning Issued Keys.**
- A. Tenants are required to return **ALL** keys issued to them, when they Move-Out.
  - B. Tenants who fail to return keys, at time of Move-Out, shall be billed ten dollars (**\$10.00**) per missing key (to cover replacement costs).
- 21.4. **Lockouts.**
- A. At times clients get locked out of their homes. To avoid having to unnecessarily re-key locks, the **Housing Department** maintains a master key for **ALL** units.
  - B. In the event a tenant gets locked out, they can contact the **Housing Department** at 231-534-7800 and ask that the unit be opened for them. Such requests must be from the Head of Household of the dwelling unit.
  - C. ***For security reasons, Housing Department personnel shall only honor requests when that request comes from the units Head of Household.***
  - D. Tenant shall be billed a twenty dollar (**\$20.00**) service fee each time they request this service. This will be added to the tenants account as an “Other” charge.
- 21.5. **Lock-Sets.** If a tenant or tenants guest breaks or damages a lock-set to the point that it needs to be replaced, they will be billed the cost of replacement and labor. This will be added to the tenants account as an “Other” charge.
- 21.6. **Changing/Adding Additional Locking Systems.** Tenants are prohibited from changing or adding additional locking systems to the “*exterior entry*” doors of dwelling units.

## SECTION 22

### LEASE RESPONSIBILITIES

The following applies to ALL Programs

#### 22.1. General.

- A. The person(s) who execute the Rental Lease / Homebuyer (MHOA) Agreement shall be held responsible for the actions of their family members, children, other residents, and guests while they are in the leased dwelling unit.
- B. Prior to occupancy of a dwelling unit, the client shall execute a Rental Lease Agreement or Mutual Help and Occupancy Agreement (MHOA) (as applicable).
  - (1) These are legally binding agreements, which describe the rights, duties, obligations, and responsibilities of the client.
  - (2) As a part of the "occupancy" process, clients are also required to list **ALL** occupants of the dwelling unit on the *Application for Admission, Family Composition Form*, and within the *Rental Lease / Homebuyer (MHOA) Agreement*.
- C. The Rental Lease / Homebuyer (MHOA) Agreement shall be executed in **DUPLICATE** with an original going to the clients permanent **Housing Department** Resident Services file and an original going to the client for his / her records.

22.2. **Signatures.** The HEAD OF HOUSEHOLD and his / her spouse (or significant other – as applicable) are required to sign the Rental Lease / Homebuyer (MHOA) Agreement. The **Housing Department** Director shall sign the agreements on behalf of the **Housing Department**.

22.3. **Specifics on Rentals.** Specifics on Lease Agreements for the Low-Income Rental Program, Tax Credit Program, and Market Based Rental Program are as follows:

- A. Before the **Housing Department** shall allow a family to occupy a Rental Unit, they must first execute a legally binding **Rental** Lease Agreement.
- B. An example of the **Rental** Lease Agreement, for each of the programs noted here, is available at the end of this document.

- (1) See Appendix **25** for a Sample of the **Housing Department's "Low-Income Rental Lease"**.
  - (2) See Appendix **26** for a Sample of the **Housing Department's "Tax Credit Lease"**.
  - (3) See Appendix **27** for a Sample of the **Housing Department's "Market Based Rental Lease"**.
- C. At the time of **Rental Lease Agreement** signing, clients are reminded that their Security Deposit must be paid before the **Housing Department** can authorize access to the home. See Section **34** (entitled: *Security Deposit / Down Payment*) of this document for more details.
- 22.4 **Specifics on Homeownership.** Specifics on the **Mutual Help Program** are as follows:
- A. Before the **Housing Department** shall allow a family to occupy a Mutual Help unit, they must first execute a legally binding Mutual Help and Occupancy Agreement (MHOA).
  - B. An example of an MHOA can be found at the end of this document.
    - (1) See Appendix **28** for a Sample of the **Housing Department's "MHOA - Pre-NAHASDA"**.
    - (2) See Appendix **29** for a Sample of the **Housing Department's "MHOA - Post NAHASDA"**.
  - C. At the time of Homebuyer (MHOA) Agreement signing, clients are reminded that their Down Payment must be paid before the **Housing Department** can authorize access to the home. See Section **36** (entitled: *Security Deposit / Down Payment*) of this document for more details.
- 22.5. **Changes in Status.** Changes, modifications, and amendments to the Rental Lease / Homebuyer (MHOA) Agreement.
- A. **Client.**
    - (1) If the Rental Program client (head of household, spouse or significant other) dies, divorces, separates or otherwise changes, then the **existing** Rental Lease / Homebuyer (MHOA) Agreement shall be **voided** and a **new one executed** by a remaining adult member of the household, provided that person is eligible for continued occupancy.
    - (2) If the Rental Program client (head or spouse) changes units (i.e., due to transfer) a new Rental Lease Agreement shall be executed.

**NOTE:** Transfers **DO NOT** apply to the Mutual Help Program.

B. **Housing Department.** The **Housing Department** may change, revise or adopt **new** Lease agreements and policies which affect the clients obligations and requirements under the Rental Lease / Homebuyer (MHOA) Agreement.

- (1) Such changes, in and of themselves, **DO NOT** require the execution of a **new** agreement.  
((It is, however, desirable, to get the client to execute the updated Lease Agreement, if they are willing.))
- (2) If a new Lease Agreement is **NOT** executed, clients are still obligated to abide by any new provisions affecting the Rental Lease / Homebuyer (MHOA) Agreement which are covered in an ADDENDUM to the Lease Agreement.
- (3) When changes / revisions to the Rental Lease / Homebuyer (MHOA) Agreement are made, the **Housing Department** Resident Services staff shall send each client a copy of the change / revision (via First Class Mail). A copy of that change / revision shall also be filed in the client's permanent **Housing Department** file, along with a copy of the dated transmittal letter.

## SECTION 23

### MEPA

#### (USE OF THE MONTHLY EQUITY PAYMENT ACCOUNT (MEPA))

- 23.1 This section pertains **ONLY** to those clients in the **Mutual Help** Homeownership program.
- 23.2. Funds in the MEPA account shall **NOT** be withdrawn and used for just any improvements to the Mutual Help home that the client would like to make (i.e., building a new garage, adding a new deck, etc.).
- 23.3. **Homebuyer Requests to Correct Hazardous Conditions.**
- A. Funds in the MEPA account can be withdrawn and used for “**correcting hazardous conditions**” or for making “**emergency housing repairs / replacements**” when it can be established that there is an immediate risk of damage to the unit if the condition is **NOT** corrected.
  - B. Before the use of MEPA funds, under these conditions, can be authorized, there **MUST BE** a situation affecting the health / safety of the client and / or his / her family.
  - C. Additionally, the homebuyer must establish (to the **Housing Department** Management’s satisfaction) that use of the MEPA funds is the **only** means available to him / her of rectifying the situation.
  - D. To access the MEPA funds, the client must submit a WRITTEN request to the **Housing Department**.
- 23.4. **Housing Department Authority to Correct Conditions Which Create A Hazard**
- A. Funds in the MEPA account can be withdrawn and used for “**correcting conditions**” which the **Housing Department** staff has determined creates a hazard to the life, health or safety of the client (homebuyer) and / or his / her family, or there is an immediate risk of serious damage to the property if the condition is **NOT** corrected, and the client FAILS to take corrective action.
  - B. Under these circumstances, the **Housing Department** shall take corrective action with the cost being charged to the client’s MEPA.
  - C. The client shall be responsible for repayment of those costs to his / her MEPA .

- D. Failure, on the part of the homebuyer to REPAY, within the specified pay back period, shall be grounds for Termination of the MHOA and Eviction.
- 23.5. **Written Request Procedures.** ALL WRITTEN requests, for use of MEPA funds, shall be sent to the **Housing Department** Director for a preliminary review.
- A. The Director, in turn, shall refer the request to the **GTB Advisory Committee**.
- B. The **GTB Advisory Committee** has been charged with the responsibility for reviewing / approving ALL client requests for use of their MEPA funds.
- C. The **GTB Advisory Committee** shall review / approve those requests on a case-by-case basis.
- 23.6. **Conditions to Meet before Approval can be Granted.** The following conditions must be met before the **GTB Advisory Committee** can approve the clients request for use of his / her MEPA funds.
- A. The client (homebuyer) must be able to demonstrate that:
- (1) The use of his / her MEPA funds is for a true "emergency" and the **Housing Department** was able to verify that the condition of the property was creating a hazard to the life, health or safety of the client (homebuyer) and / or his / her family, or that there would be immediate risk of serious damage to the property if the condition was **NOT** corrected.
  - (2) He / she was unable to obtain the funding from any other source.
  - (3) He / she has a solid history of fulfilling **ALL** requirements of the MHOA.
  - (4) He / she is current on his / her monthly payments. In other words – there is **NO ARREARS balance** with the **Housing Department**.
- B. Use of the MEPA, to meet "emergency" housing maintenance / repair / replacement situations, shall **NOT** exceed the current balance in the MEPA.
- (1) For example, if the client indicates that he / she needs **\$10,000** to complete the work, and the MEPA only has **\$5,000** in it, then the client shall be limited to **\$5,000**.
  - (2) The **Housing Department** is **NOT** obligated to provide funding, from other sources, to make up the difference needed.
  - (2) Clients can, however, apply for other Housing Assistance Programs (grants / loans) that might be available to make up the

difference in funding. In those situations, the client would have to qualify under the terms and conditions of the program being applied for.

C. The client must be willing to enter into a LOAN Agreement with the **Housing Department** to replace the MEPA funds used for the "emergency" repair / maintenance.

(1) The **Housing Department's** standard **Pay Back Agreement** form shall be used for this purpose.

See Appendix **30** for a Sample of the **Housing Department's "Pay Back Agreement"** form.

(2) Such Pay Back Agreements shall be limited to a MAXIMUM term of twelve (**12**) months.

D. If conveyance of the home is scheduled to occur, during the term of the Pay Back Agreement, said conveyance shall **NOT** go forward until such time as the loan taken out against the MEPA has been PAID IN FULL.

23.7. **Impact when MHOA is Terminated.** When a Homebuyer (MHOA) agreement is **terminated**, by the client or the **Housing Department**, any money that remains in the clients MEPA shall be disposed of in accordance with the Homebuyer (MHOA) Agreement and the procedures laid out in Section **44** (entitled: *Termination of the Rental Lease Agreement / MHOA*) of this document.

#### 23.8. **Betterments and Additions.**

A. It is the policy of the **Housing Department** that MEPA funds **NOT** be used for normal or routine betterments / additions (as outlined in Section **41** (entitled: *Structural Changes / Modifications*) of this document)) to Mutual Help homes.

B. Procedures for clients to request permission to make betterments and additions to their Mutual Help homes, at their expense, can be found in Section **41** (entitled: *Structural Changes / Modifications*) of this document.

## SECTION 24

### NOTICES (CLIENT NOTICES TO HOUSING)

The following applies to **ALL Programs**

- 24.1. **General.** If a client desires to formally communicate with the **Housing Department**, such contact SHALL BE in WRITING.
- A. This provides the **Housing Department** with a means by which client notices can be tracked and accounted for.
  - B. This also provides the client with a safeguard in that there is then a RECORD COPY of his / her stated concern.
- 24.2. **Client Notice Content.** At a minimum, notices and correspondence, generated by the client, shall include the following:
- A. The Clients full name.
  - B. The Clients unit number / apartment number (as applicable)
  - C. The location (area) of the clients unit.
  - D. The Clients current mailing address.
  - E. The Clients current phone number.
  - F. Who the notice is intended for. For example:
    - (1) The Director
    - (2) The Resident Services Manager
    - (3) The Maintenance Manager
    - (4) Or list the staff member by name (if known).
  - G. The nature of the correspondence.
  - H. What action(s) the client desires.
- 24.3. **Client Notice Worksheet.** To help ensure that client's provide **ALL** the needed information, they may use the **Housing Department's "Client Notice**



**Worksheet**". These are available, upon request, from the Receptionist or Resident Services staff.

See Appendix **31** for a Sample of the Housing Department's "**Client Notice Worksheet**" form.

- 24.4. **Formal Grievance / Complaint.** If the client desires to submit a formal GRIEVANCE, then he / she shall utilize the Housing Department's "**Grievance / Complaint**" form. The procedures laid out in the Housing Department's Grievance Policy shall then be applied.

See Appendix **15** for a Sample of the Housing Department's "**Grievance / Complaint**" form.

- 24.5. **Client Generated Termination Notice.** For details on Notices associated with client responsibilities regarding the Termination of the Rental Lease / Homebuyer (MHOA) Agreement, see Section **44** (entitled: *Termination of the Rental Lease / Homebuyer (MHOA) Agreement* of this document.

- 24.6. **Client Generated Notice Delivery Methods.** NOTICES and correspondence, generated by the client, shall be delivered to the Housing Department in the following manner:

A. **Hand Delivered.** Hand delivered to the Housing Department office (Receptionist Desk),

or

B. **Mailed.** Mailed to the Housing Department office (11244 E. Ki-Dah-Keh Mi-kun Road, Peshawbestown, MI. 49682) via Regular or Certified mail. Postage shall be prepaid by the client.

## SECTION 25

### NOTICES

#### (HOUSING DEPARTMENT - LEGAL NOTICES TO CLIENTS)

The following applies to ALL Programs

- 25.1. **General.** If and when it becomes necessary for the **Housing Department** to inform a client of a problem or legal issue, it shall be done in WRITING.
- 25.2. **Notice Delivery Methods.** Proper delivery of such **Housing Department** generated legal notices and / or correspondence shall be via any of the following:
- A. **In Person.** The Legal Notice may be personally delivered to one of the Lease Holders by a **Housing Department** staff member.
- (The Housing Department file copy shall be annotated to show the date and time of delivery, that it was "personally" delivered, and to whom).*
- B. **To any Adult in the Home.** The Legal Notice may be delivered to any adult member (18 years of age or older) of the household, at the household, by a **Housing Department** staff member.
- (The Housing Department file copy shall be annotated to show the date and time of delivery, that it was "personally" delivered to the house, and to whom in the household).*
- C. **Affixed to the Home when NO One is Home.** If **NO** one is home, at the time the Legal Notice is delivered to the household, then it may be affixed in a conspicuous place on the premises (i.e., to the front or back door), by a **Housing Department** staff member.
- (The Housing Department file copy shall be annotated to show the date and time of delivery, that NO one was home, and that it was affixed to the (give location) premises).*
- D. **U.S. Mail.** The Legal Notice may be mailed to the client (at his / her last known address on file at the **Housing Department** office) via Certified mail.
- 25.3. **Legal Servicing Form.** See Appendix **32** for a Sample of the **Housing Department's "Legal Servicing"** form. This form shall be used by the **Housing Department** staff to denote the method of delivery for the Legal Notice.

#### 25.4. Dealing With Those Who Avoid Notification.

- A. At times, clients will avoid picking up "**certified**" mail from the Post Office, particularly if it is from the **Housing Department** and they are behind on their monthly payments, have an arrears balance, or are on the verge of having their Rental Lease / Homebuyers (MHOA) Agreement Terminated. This is typically done to avoid the inevitable *bad news* from Housing.
  
- B. If there is evidence that a client is attempting to avoid service or notice (i.e., he / she returned a letter or he / she failed to retrieve a certified letter) then the **Housing Department** shall attempt a "*personal*" delivery of the notice. Preferably, this shall be done by the Grand Traverse Band Tribal Police, however, it can be done by any **Housing Department** staff member. This shall be done in accordance with the provisions of Section **25**, Para **25.2**. of this document (see above).

## SECTION 26

### OBLIGATIONS AND RESPONSIBILITIES OF MANAGEMENT

- 26.1. **Rentals.** Low-Income Rental – Single Family Housing Units, Low-Income Tax Credit Rental – Single Family Housing Units, Low-Income Rental – Elderly and Apartment Units.
- A. The **Housing Department** shall be responsible for maintaining the Rental Unit premises and the Rental Housing Developments, in a decent, safe and sanitary condition.
  - B. The **Housing Department** shall keep Rental Project Buildings, Facilities and Common Areas, **NOT** otherwise assigned to the client for maintenance / upkeep, in a clean and safe condition.
  - C. The **Housing Department** shall maintain Rental Unit Buildings so as to conform with established building codes and housing regulations.
  - D. The **Housing Department** shall ensure that the following items, in the Rental Dwelling Unit, are maintained in good working order:
    - (1) “*electrical*”.
    - (2) “*heating*”.
    - (3) “*plumbing*”.
    - (4) “*sewer / water*”.
    - (5) “*ventilating*”.
    - (6) “*other*” facilities / appliances.
  - E. The **Housing Department** shall make necessary repairs to Rental Dwelling Units that are the result of “***normal wear and tear***”, at its own expense.

## 26.2. Homeownership - Mutual Help.

- A. The **Housing Department** and client (homebuyer) are responsible to the Tribe and future generations for ensuring that Mutual Help homes are well maintained.
- B. The client (homebuyer) shall be responsible for **ALL** "routine" and "non-routine" care and maintenance of the Mutual Help home. This includes **ALL** repairs and replacements (including repairs and replacements necessitated by damage from any cause).
  - (1) Instances of serious abuse or misuse of the home, or failure by the client to provide basic routine or non-routine maintenance, are grounds for Termination of the MHOA and Eviction.
  - (2) If it becomes necessary for the **Housing Department** to perform maintenance on the Mutual Help home, the client shall be charged for labor and materials.
- C. The procedures listed below shall be followed when the **Housing Department** staff determines that the client has failed to perform required maintenance.
  - (1) If the **Housing Department** staff determines that the client has failed to adequately perform maintenance to the Mutual Help Home, the client shall be required to agree to a specific, negotiated **Plan of Action**, including target dates, to cure the breach and to assure future compliance.
  - (2) The **Plan of Action** shall state the specific maintenance work to be done and also establish a reasonable completion date. The **Plan of Action** shall also specify whether use of the clients MEPA account is necessary, or if the work is to be done by the **Housing Department** and charged to the clients MEPA account.
  - (3) If the client does **NOT** agree to a **Plan of Action** that will cure the default or if the client fails to carry out the agreed to **Plan of Action**, the **Housing Department** shall have the right to Terminate the MHOA and Evict the client.

- D. If the **Housing Department** staff determines that the condition of the property creates a hazard to the life, health or safety of the occupants, or if there is an immediate risk of serious damage to the property if the condition is **NOT** corrected, then corrective work shall be promptly completed by the **Housing Department**.
- (1) Under these circumstances, the **Housing Department** shall make such use of the clients MEPA account, as may be necessary.
  - (2) When it is necessary to use the clients MEPA account for maintenance / repairs, the client shall be required to replace the funds.
  - (3) The **Housing Department** shall **NOT** incur maintenance costs that are in excess of the clients MEPA account.
  - (4) Failure, on the part of the homebuyer to REPAY, within the specified pay back period, shall be grounds for Termination of the MHOA and Eviction.
  - (5) See Section **23** (entitled: *MEPA*) and Section **9** (entitled: *Damages, Repairs, and Maintenance*) of this document, for additional information / details on use of the MEPA for Repairs and Maintenance).

26.3. **General – ALL Programs.**

- A. To the extent feasible, the **Housing Department** staff shall endeavor to document conversations, phone calls, and meetings with clients.
- B. While it is **NOT** feasible to track everything, those issues deemed (in the opinion of the staff member) to be “*significant*” shall be documented.
- C. To facilitate this, the staff shall utilize the ***Client Contact Record***.

See Appendix **33** for a Sample of the **Housing Department's** “***Client Contact Record***” form.

## SECTION 27

### PARKING RESTRICTIONS

The following applies to *ALL Programs*.

27.1. **Heed Signs.** Clients, clients family, and clients guests, shall abide by **ALL PARKING SIGNS** posted in the housing areas.

27.2. **Where to Park.**

- A. Clients, clients family, and clients guests, are allowed to park their vehicles (i.e., car, pickup truck, SUV or any combination thereof) in the driveway, garage, carport or on the public street / road in front of the dwelling unit.
- B. Clients shall ensure that family, friends and guests only park in authorized / designated areas.

27.3. **Where *NOT* to Park.**

- A. Parking on sidewalks or the lawn is strictly prohibited.
- B. Parking within ten (**10**) feet of a fire hydrant is strictly prohibited.
- C. Failure to park in designated areas can result in local law enforcement issuing a citation and the vehicle being towed away at the owner's expense.

27.4. **Number of Vehicles.**

- A. Clients are limited to two (**2**) vehicles (i.e., car, pickup truck, SUV or any combination thereof) per home site.
- B. Those vehicles must be in *proper working order* (driveable) and they must be *licensed*.

27.5. **Visitor Parking.**

- A. Some housing areas, within the community, have designated VISITOR PARKING areas.
- B. Designated VISITOR PARKING areas are for visitors only.

- C. Clients shall refrain from parking their vehicles in designated VISITOR PARKING areas. Failure to abide by this can result in the client having his / her vehicle towed. The costs of such towing shall be borne by the client.
  - D. If a client has visitors, and there are **NO** designated VISITOR PARKING areas, the visitors may park their vehicles (i.e., car, pickup truck, SUV, etc.) on the street directly in front of the unit. Such parking is only permitted for a "*temporary*" period (i.e., less than **24** hours) and the vehicle may **NOT** block traffic.
- 27.6. **Large Trucks.** Clients are prohibited from parking large trucks (i.e., stake, semi, etc.) which have over a one (**1**) ton load capacity in the community housing areas at any time.
- Exception:** The only exception to this parking restriction would be for the purpose of loading / unloading deliveries to the home.
- 27.7. **Weight Limits.** The maximum weight limit (size) allowed, for trucks parking in the community Housing areas, is one (**1**) ton.



## SECTION 28

### PERSONAL BELONGINGS

The following applies to **ALL Programs.**

#### 28.1. Client Responsibilities.

- A. Clients are responsible for removing **ALL** of their personal belongings and **ALL** debris from the dwelling unit at the time they vacate.
- B. If, during the Move-Out Inspection, it is noted that the client still has personal belongings in the unit, the client shall be asked to sign a "**Property Claim Waiver**" so that those items can be disposed of by the Housing Department.

See Appendix **34** for a Sample of the **Housing Department's "Property Claim Waiver"** form letter.

#### 28.2. Housing Department Responsibilities.

- A. **Client Notification.** If the dwelling unit is **NOT** clear of **ALL** personal belongings and / or debris, at the time of the MOVE-OUT Inspection, the **Housing Department Customer Care Specialist** Counselor shall inform the client (IN WRITING, and mailed to the client's last known address) that they have five (5) business days to remove **ALL** remaining items in the unit.

See Appendix **35** for a Sample of the **Housing Department's "Notice to Remove Personal Belongings"** form letter.

- B. **Removal of Personal Belongings.**

- (1) If, after five (5) business days, those items and debris are still in the unit, they shall be deemed ABANDONED and the client shall forfeit **ALL** rights to said items.
- (2) The **Housing Department's** Rehabilitation Division staff shall then make arrangements to remove said belongings and debris, dispose of them as it sees fit, and move forward with the renovation process on the vacated unit.

- 28.3. **Financial Liability.** The **Housing Department** shall **NOT** be held financially liable for any personal belongings removed from the formally occupied unit, by the **Housing Department** staff, after the client has been notified and the five (5) business day period has elapsed.

28.4. **Exception - Death of Client.** In the event of the death of a client (i.e., an elderly client who lived alone), and the dwelling unit is being reclaimed by the **Housing Department**, the **Housing Department** may postpone final clearance of the unit or temporarily store the deceased clients belongings until other family members can claim them.

- A. Such final clearance delays / temporary storage shall **NOT** exceed thirty (30) calendar days. That thirty days is from the date of death.
- B. The **Housing Department** shall make every effort to contact the deceased client's next of kin so that the property can be claimed.
- C. After thirty (30) calendar days, **ALL** unclaimed property shall be disposed of, at the **Housing Departments** discretion.

## SECTION 29

### PEST CONTROL

29.1. **Rentals.** Low-Income Rental – Single Family Housing Units, Low-Income Tax Credit Rental – Single Family Housing Units, Low-Income Rental – Elderly and Apartment Units.

- A. Clients residing in Rental units shall use reasonable care to keep their dwelling unit clean and prevent health or sanitary problems from arising.
- B. If a pest / insect problems exists, it is the responsibility of the client residing in the unit, to notify the **Housing Department** (Resident Services or Maintenance staff) so that corrective action can be taken.
- C. Pest control services are also available, upon request, to clients residing in Rental units.
  - (1) Clients should call the **Housing Department** Maintenance Division at 231-271-4473 to schedule a pest control spraying / fogging treatment appointment.
  - (2) The **Housing Department Customer Care Specialist** staff shall send Pre-Treatment literature to the client prior to the scheduled treatment.
- D. Should it become necessary for the **Housing Department** to do periodic Pest Control Treatments, they shall notify the client(s) by use of the "**Roach Spraying / Treatment Notice**".

See Appendix **36** for a Sample of the **Housing Department's "Roach Spraying / Treatment Notice"**.

29.2. **Homeownership - Mutual Help Units.**

- A. Clients residing in Mutual Help units shall use reasonable care to keep their dwelling unit clean and prevent health or sanitary problems from arising.
- B. Should Pest Control Treatment measures become necessary, it is the responsibility of the homebuyer to contract a private Pest Control service provider. It is also the responsibility of the client to pay for such Pest Control services – **NOT** the **Housing Department**.

29.3. **Additional Information.** Clients in **ALL Programs** should refer to the **Housing Department's** Maintenance Policy for more details on Pest Control prevention and eradication.

**SECTION 30**  
**PETS,**  
**LIVESTOCK**  
**and**  
**ANIMAL CONTROL,**

The following applies to ALL Housing Programs.

- 30.1. **General.** The purpose of this policy is to provide a set of guidelines, which all tenants must follow in order to have a pet while residing in Grand Traverse Band Housing. Clients shall comply with the local animal control ordinance and the provisions of this policy with regards to Pets and Animal Control. This policy does not take precedence over any existing Tribal Ordinance that deals with the subject of animal control.
- A. The tenant must provide the following at the time of move-in and at annual recertification:
- a) A security deposit of \$100.00 (a one-time payment) to be applied to rental security deposit.
  - b) A photograph of the pet and pet age
  - c) Documentation of inoculations
  - d) An identification tag with the owner's name on it
  - e) Documentation attesting that a cat owner has had the pet spayed or neutered. If not presently spayed/neutered, owner must have procedure completed within 60 days of move-in and provide documentation. (Provided the cat is old enough to have the procedure done)
  - f) All dogs must be spayed/neutered. In the event of pregnancy the animal must be removed in accordance with Tribal Ordinance on the proper disposal of pets.
- B. All documents regarding pet ownership will be kept in the tenants file at the Housing office. The client will be given a copy of all signed documents for their own records.
- C. A \$15.00 fee will be charged for any pet that is not registered at the Housing office. The fee will be charged monthly until the pet is registered.
- D. If the above-mentioned information is not provided on an annual basis or at time of move-in, the tenant will be in violation of the Pet Policy and subject to process for permanent removal of the pet from the housing site.

### 30.2. Pets.

- A. **Number of Pets.** Clients are limited to one (1) pet (i.e., one cat or one dog) per household based on client preference.
- B. **Sanitary Issues.** Clients shall be responsible for keeping pet feces cleaned up (both inside the dwelling unit and outside) at **ALL** times. Clients are responsible to keep the yard raked and cleaned up in the area where the dog is kept. Any waste generated by a pet must be disposed of promptly to avoid any unpleasant and unsanitary condition in the home. Waste from dogs and cat litter must be placed in a plastic bag, tied securely and deposited directly into the trash. If waste is not cleaned up by the client, a \$50 fee per clean up will be charged to the tenant for pet waste found in units, buildings or on GTB public property plus the cost of any additional damage that was caused by the pet.
- C. **Proper Care.** Clients shall be responsible for the proper care, feeding and shelter of their pets. If it comes to the attention of Housing Management that the pet is being neglected, causing a nuisance or damage to the property, the family will not be allowed to have a pet.
- D. **Dog Houses.** Clients may buy, build or install a modest outdoors dog house for their pet, however, such shelters shall be removed / disposed of, by the client at time of move-out. Such doghouses shall (to the extent possible) be placed on the backside of the lot, out of view from the street.
- E. **Pet Restrictions.** Pets are limited in weight to **NO** more than fifty (50) pounds (adult weight). Fish tanks or aquariums not to exceed 20 gallons in capacity. Poisonous or dangerous fish are not permitted. Rabbits, hamsters, and gerbils are to be kept in a cage. Mice or rats are not permitted. Cats – Must have a scratching post or be declawed. They must also be provided a litter box and be litter box trained. Litter is not to be dumped on GTB property or disposed of in a toilet. All cats must also be spayed/neutered. Exotic pets such as snakes, ferrets and game pets will not be permitted.
- F. **Vicious Animals.**
  - (1) **NO** vicious or otherwise dangerous pets shall be allowed (i.e., pit bulls or other large / aggressive dogs, wolf hybrids or other wild animals, poisonous or vicious reptiles, etc.) in units under management by the **Housing Department**.

- (2) Clients shall be warned **only once** regarding the need to get rid of a problem pet. Thereafter, appropriate local agencies shall be contacted.
- (3) The **Housing Department** reserves the right to terminate a Rental Lease / Homebuyer (MHOA) Agreement when a client ~~fails to cooperate or remove a problem pet(s) from the premises.~~

G. **Liability.**

- (1) Clients shall assume **ALL** liability resulting from damages to the dwelling unit and / or its occupants which are caused by the client's pet(s). Pet owners must sign a statement releasing the Grand Traverse Band Housing Department of any responsibility if their pet should cause injury to any person or person's property.
- (2) Clients shall be held liable for any damages to shrubs, lawn, flowers or grounds caused by their pet(s). Liability is not limited to the amount of the pet deposit. The tenant will be required to reimburse GTBHD for any and all real costs caused by his/her pet.
- (3) Should a client keep a vicious or otherwise dangerous pet, in violation of **Housing Department** policy, and the pet hurts another party, then the client shall be liable for **ALL** damages, medical bills, or legal claims filed by the affected party.
- (4) The **Housing Department** shall **NOT** assume any liability for the well-being or safety of a clients pet(s).

H. Peaceful Enjoyment – pets shall not disturb, interfere or diminish the peaceful enjoyment of other tenants. Any animal involved that disturbs, interferes or diminishes the peaceful enjoyment of other tenants may be declared a public nuisance and appropriate action shall be taken by the Housing Department.

Public nuisance may be but not limited to the following:

- a. Any animal, which, by frequent or habitual howls, barks, or other loud noises, annoys or disturbs households in the immediate neighborhood.
- b. Any animal which snarls, growls, or otherwise menaces or comes in contact with any person lawfully on the street, sidewalk, or other public area, or any animal having exhibited vicious or dangerous behavior.

- c. Any animal, which shall chase, run after, or jump at vehicles lawfully using the public streets.
- d. Any animal which, by digging or any other way causes damage to the property of a neighbor.
- e. Any animal which has been bitten by a rabid animal and which has not been destroyed or, at the owner's option, given the Pasteur treatment and quarantined.

### 30.3. Livestock.

- A. Clients are **NOT** allowed to keep livestock of any kind, in the dwelling unit or on the premises of dwelling units managed by the **Housing Department**.
- B. Examples of prohibited livestock include, but are **NOT** limited to, the following:
  - (1) Chickens.
  - (2) Cows.
  - (3) Horses.
  - (4) Pigs.
  - (5) Other farm animals, etc.

### 30.4 Animal Control.

- A. Pets shall be chained, leashed or fenced in at **ALL** times while outdoors.
- B. While there is a requirement to keep pets chained or leashed at **ALL** times while outdoors, they are **NOT**, to be chained or leashed to trees, shrubs, or other community property.
  - (1) Chaining or leashing to such items can damage them and harm the pets as well.
  - (2) Should such damage occur, the client shall be held responsible.
- C. If the client fails to keep his / her pet chained, leashed or fenced at **ALL** times, the Housing Department shall have the pet removed from the community housing area by the local animal control officer. This shall be done at the expense of the client. The client will be responsible for any costs associated with this action including reclaiming of the pet. If an employee of GTB has to take a pet to local animal control or to the Humane Society, the tenant will be charged \$20 to cover the expense.

- D. If Housing Department removal of the pet is required, the client shall **NOT** be allowed to have any other pets on the premises (song birds excluded) for the duration of the Lease Agreement and reimburse the Housing Department for any costs incurred.
- E. Clients are also encouraged to review Grand Traverse Band **Tribal Ordinance 14 GTB C. Chapter 23** regarding "**Animal Control**". That ordinance contains information on the client's obligations with regards to having the pet registered, a photo of the pet on file, and a copy of the pets shot records on file.
- F. While walking pet, any feces from the pet must be picked up or should the pet get loose and feces in neighboring yards, clean up will be the responsibility of the pet owner.
- G. All loose animals will be reported to the local county animal control officer for pick-up and tenants will be responsible for any costs associated with this action.

30.5 **Kennel's.** Kennel's (for housing multiple animals) are strictly prohibited on dwelling unit property managed by the **Housing Department**. Since this policy only allows for one dog, only a kennel large enough for one pet will be allowed.

**A. Invisible fencing will not be allowed.**

30.6 Violations to the Pet Policy.

- A. The owner shall be given written notice by certified mail of the cause of the complaint and, excepting the case of suspected rabid animals or vicious animals, shall then have seven (7) days to rectify the condition by either disposing of the animal or confining the animal to the property of the owner, whichever is most appropriate.
- B. In any instance in which there is reasonable cause to believe the animal may be infected with rabies, action taken by the owner must be immediate.
- C. In the event that the owner does not respond within the allotted period of time, the Housing Department shall act to have the animal removed and impounded at the owner's expense.
- D. Repeated violations of the provisions of this policy shall be considered to be a breach of the Homebuyers/Lease Agreement with the Housing Department and shall be considered to be sufficient grounds for the initiation of termination and eviction.



## SECTION 31

### PROGRAM VIOLATIONS

The following applies to **ALL Programs**

#### 31.1. General.

- A. Program violations are **NOT** always intentional and may result from a lack of understating of program requirements on the part of residents or staff. Other violations may be the result of intentional disregard of program requirements for a variety of reasons. Since it is **NOT** easy to tell the difference, it is important that violations be dealt with promptly and in a firm but fair manner.
- B. **Housing Department** staff shall always provide equal treatment and due process. Staff shall also inform clients of their right to an informal resolution hearing if they disagree with the staff imposed plan for correction of the violation(s). This shall be done in compliance with the terms and conditions laid out in the **Housing Department's GRIEVANCE Policy**.

#### 31.2. Common Program Violations. The following examples illustrate some of the more common ways in which client's commit PROGRAM VIOLATIONS.

**NOTE:** This does **NOT** constitute a "complete" list of examples.

- A. By failing to submit requested **verifications** in a timely manner.
- B. By failing to provide **social security numbers** for **ALL** those residing in the dwelling unit.
- C. By failing to complete **re-certifications** within prescribed time frames.
- D. By failing to report **changes in income** and / or assets, of household members, in a timely manner.
- E. By **vacating** the dwelling unit in violation of the terms of the Rental Lease Homebuyer (MHOA) Agreement (i.e., ABANDONMENT).
- F. By failing to keep **utilities** in service to the dwelling unit.
- G. By failing to **use** or **maintain** the dwelling unit or property as required.
- H. By failing to keep the **yard** in good order (i.e., grass cut, snow shoveled).
- I. By **conducting** themselves in a manner that is disruptive to their neighbors' right to the "quiet and peaceful enjoyment" of their homes.
- J. By failing to **control** family, friends, and guests.
- K. By **non-payment** of monthly obligations (i.e., rent, utilities, etc.).

- L. By **OTHER** violations of the Rental Lease / Homebuyer (MHOA) Agreement.

31.3. **Common Criminal Violations.** The following examples illustrate some of the more common ways in which client's commit **CRIMINAL VIOLATIONS**.

**NOTE:** This does **NOT** constitute a "complete" list of examples.

- A. Knowingly **omitting income** or assets of household members.
- B. Knowingly **under-reporting income** or assets of household members.
- C. **Transferring** income or assets to obtain or retain false eligibility.
- D. **Overstating** deductions, allowances or expenses.
- E. Using a **false identity**.
- F. Using a **false social security number**.
- G. Using **false documents**.
- H. **Falsifying** the number of household members.
- I. Intentionally **damaging or vandalizing** the dwelling.

31.4. **Housing Department Actions Following a Violation.** If a client commits a program violation, the **Housing Department** staff shall:

- A. **ALL Violations.** Notify the client of the violation in **WRITING**. This shall be done by utilizing the "**Notification of Lease Violation**" form letter. That Notice shall include the following:
  - (1) **Date of Violation.**
  - (2) **Nature of the Violation.**
  - (3) **Consequences of Violation.** Point out their Lease can be **TERMINATED** if the problem is not corrected.
  - (4) **Planned Action(s) of the Housing Department.** Point out what the **Housing Department** plans to do about the violation.
  - (5) **Mandatory Counseling.** Point out that there may be a need for **Mandatory Counseling** in order to correct the violation (problem) or to prevent further violations.

- (6) **Corrective Action(s).** Point out that clients have the opportunity to work out a jointly agreed to plan to correct the violation.
- (7) **Right to File a Grievance.** Point out the fact that the client has the right to file a Grievance, as provided for under the terms and conditions of the **Housing Department's** GRIEVANCE Policy.

See Appendix **37** for a Sample of the **Housing Department's** "**Notification of Lease Violation**" form letter.

- B. **Criminal Violations.** In those cases, where evidence indicates a fraudulent CRIMINAL VIOLATION has occurred, the **Housing Department** staff shall refer the matter to local law enforcement agencies.
- C. **Consequences of Failing to Correct a Violation.** If corrections are **NOT** forthcoming, the **Housing Department** shall Terminate the Rental Lease / Homebuyer (MHOA) Agreement and move for Eviction of the client.

## SECTION 32

### RENT and HOMEBUYER PAYMENTS

The following applies to ALL Programs.

- 32.1. **General.** Per the terms and conditions laid out in the Rental Lease / Homebuyer (MHOA) Agreement, Rent and/or Homebuyer payments are to be paid to the **Housing Department PROMPLTY** when due.
- 32.2. **Payments.**
- A. **Payment Due Date.**
- (1) Per the Rental Lease/Homebuyer (MHOA) Agreement, Rent and/or Homebuyer payments are due and payable to the **GTB Housing Department on the 1<sup>st</sup> day of each month.**
- B. **Payment Method.**
- (1) **ALL** payments shall be in the form of
- **Cash**
  - **Credit Card**
  - **Personal Check**
  - **Bank Check** (Cashiers)
  - **Money Order**
    - And made payable to the Grand Traverse Band Housing Department.
- C. **NSF Checks.**
- (1) In the event a client makes payment, by use of a "**Personal Check**" and that check is returned by the bank for "**Not Sufficient Funds (NSF)**", the client shall repay the **Housing Department** the amount of the original check(s) plus the cost of the service fee (typically **\$35** - per check) which is imposed on the **Housing Department's** account by the bank. This amount will be added to the tenants ledger.
- (2) The **Housing Department** will **NOT** accept future payment in **Personal Checks**, from those clients whose checks bounce due to NSF.
- (3) Clients shall be required to make future payments via **Cash, Bank Checks** (Cashiers) or **Money Orders**.

NSF Checks result in the **Housing Department NOT** receiving its payment when due. As such, clients whose checks are returned NSF are also subject to LATE FEEs as noted in Para **32.4.** below.

32.3. **Housing Department Actions Following Late Payments.**

- A. Rent and Homebuyer payments, **NOT** received by the **10<sup>th</sup>** day of the month, shall be considered DELINQUENT.
- B. Should a client's account be DELINQUENT, the **Housing Department** staff shall take steps to collect and/or terminate the clients Rental Lease/Homebuyer (MHOA) Agreement.
- C. Those steps include:
  - (1) **10<sup>th</sup> of the Month.**
    - (a) If payment has **NOT** been received by the **10<sup>th</sup>**, **Housing Department** staff shall prepare and sign a **DELINQUENCY Notice**.
    - (b) The Notice shall be mailed to the client via Regular First Class Mail.
    - (c) See Appendix **38** for a Sample of the **Housing Department's "Delinquency Notice"** form letter.
  - (2) **End of the Month.**
    - (a) If payment has **NOT** been received by the last business day of the month, **Housing Department** will prepare an **TERMINATION OF LEASE AGREEMENT** and refer the matter to the **Housing Department's Attorney**.
    - (b) The **Housing Manager** shall review and sign the **Notice**.
    - (c) This Notice shall be mailed to the client via Certified Mail or hand delivered by Tribal Police.
    - (d) A copy of the Notice shall be forwarded to the **Housing Department's Attorney** so that Legal Action in Tribal Court may be initiated.
    - (e) The **Housing Department's Attorney** shall set up a court hearing date and notify the client and Housing Director of the scheduled date.
- D. If a client pays the DELINQUENT amount, AFTER legal action has been initiated, the client shall be held responsible for any legal fees incurred by the **Housing Department** with regards to the TERMINATION/EVICTION action.
- E. **Payroll Deduction Exception.**
  - (1) If a client is making his/her monthly payment (rent or homebuyer payment) via payroll deduction, there may be times that the payment does **NOT** arrive at Housing by the **10<sup>th</sup>** of the Month. This is caused when the employers pay period does not coincide with the 10<sup>th</sup> of the month. Additionally, typical payroll deduction payments only cover one fourth (**1/4**) or one half (**1/2**) of the monthly payment. For example, if a client's rent is \$100 per month and he/she was paid weekly, housing would only receive \$25 per week from the employer.

- (2) **Housing Department** staff shall ensure that clients are **NOT** penalized for this type of payment arrangement.
- (3) Additionally, **Housing Department** staff shall ensure that the delinquency process is **NOT** started for those clients who make their payments via payroll deduction and whose payroll deduction is still in force.

32.4. **Late Fees.**

- A. Rent and Homebuyer payments, **NOT** received by close of business (5 p.m.) on the **10<sup>th</sup>** day of the month, are considered DELINQUENT and subject to a twenty-five dollar (**\$25**) **Late Fee**. There shall be **NO** exceptions.
- B. Late Fees are assessed on a “per month” basis.
- C. **Late Fees** are **NOT** applicable to those clients who make their monthly payments (rent or homebuyer payment) via payroll deduction.

## SECTION 33

### RE-DETERMINATION of RENT and HOMEBUYER PAYMENTS

The following applies to **ALL Programs.**

#### 33.1. **General.**

- A. In accordance with the provisions of NAHASDA, the **Housing Department** has elected to continue with **Annual and Interim Re-Certifications** for the purposes of re-determining monthly rent and homebuyer payments.
- B. Clients are required to fully comply with the **Housing Department's Annual and Interim Re-Certifications** Process.
- C. When there is an **Annual or Interim Re-Certification**, clients are required to provide the **Housing Department** with accurate, up-to-date information, in a timely manner. At a MINIMUM, that includes:
  - (1) An update on **ALL** sources of Household Income.
  - (2) An update on **ALL** places of Employment.
  - (3) An update on the Household Composition.
- D. The **Housing Department** shall verify Household Income and Household Composition information, in accordance with the procedures outlined in the **Housing Department's ADMISSIONS** Policy.
- E. Based on the findings of those reviews, the **Housing Department** shall recalculate Rent and Homebuyer payments. That can result in one (1) of three (3) things happening:
  - (1) An **INCREASE** in monthly payments.
  - (2) A **DECREASE** in monthly payments.
  - (3) The monthly payments stay the **SAME**.

### 33.2. Annual Re-Certifications.

A. **Annual Re-Certifications**, shall be done in accordance with a set “*quarterly*” schedule (as established by the **Housing Department’s RENT and COLLECTION Policy**). For ease of handling by the staff, and to spread the workload out over the entire year, each project has been assigned to a quarter. That schedule is as follows:

- (1) **1<sup>st</sup>** Quarter (Jan/Feb/Mar) - Projects 001, 002, 003
- (2) **2<sup>nd</sup>** Quarter (Apr/May/Jun) - Projects 004, 005, 006
- (3) **3<sup>rd</sup>** Quarter (Jul/Aug/Sep) - Projects 007, 008, 009
- (4) **4<sup>th</sup>** Quarter (Oct/Nov/Dec) - Projects 010, 011, 012

#### B. **Housing Department Notification.**

- (1) The **Housing Department’s** Resident Services staff shall notify the client of the pending **Annual Re-Certification**.
- (2) The Resident Services staff shall utilize the **Housing Department’s Annual Re-Certification Notice** form letter to notify clients of the Annual Re-Certification process.
  - (a) The Re-Certification Notice shall be sent out about sixty (**60**) calendar days prior to the end of the quarter in which the Re-Certification is due. For example, the staff shall send out the Notice, for a Re-Certification due during the **2<sup>nd</sup>** Quarter, on May **1<sup>st</sup>**.
  - (b) This allows the client sufficient time to gather information and provide it to the **Housing Department**.
  - (c) This also provides sufficient time for the **Housing Department Customer Care Specialist** staff to do the necessary verifications, make adjustments to the monthly payments (where necessary), and notify the client of any changes.
  - (d) At a minimum, the following **Housing Department** forms shall be sent out with the Re-Certification Notice.
    - 1/ Household Composition Form
    - 2/ Household Income Form
    - 3/ Release of Information



(3) See Appendix **42** for a Sample of the **Housing Department's "Annual Re-Certification Notice"** form letter.

C. **Consequences of NOT Complying with the Annual Re-Certification.** Failure of the client to comply with the Annual Re-certification process, or failure to report changes in income / household composition to the **Housing Department**, in a timely manner, can result in Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.

D. **Results.** The results of the **Annual Re-Certification** shall be annotated on the **Housing Department's MONTHLY PAYMENT CALCULATION WORKSHEET**.

See Appendix **43** for a Sample of the **Housing Department's "Monthly Payment Calculation Worksheet"** form.

E. **Additional Information.** Additional information on the **Annual Re-Certification** process can be found in the **Housing Department's RENT and COLLECTION Policy**.

### 33.3. Interim Re-Certifications.

A. **When Interim Re-Certifications Occur.** Interim Re-Certifications shall occur when the **Housing Department** staff learns of **ANY** changes in a Client's Household Income / Household Composition or when the Client notifies the **Housing Department** of **ANY** changes in his / her Household Income / Household Composition which occurs in-between Initial Certification and / or Annual Re-Certifications. For example:

- (1) **Changes to Household Income.** Changes affecting income, including the loss or addition of any Family member's income, retirement, commencement of or discontinuance of public assistance, entry into or discharge from the military, unemployment or re-employment shall be promptly reported to the **Housing Department**.
- (2) **Changes to Household Composition.** Changes affecting family status, such as loss of a family member through death, divorce, or other circumstances or the addition of a family member shall be promptly reported to the **Housing Department**.
- (3) **When to Report.** When there is a change in the client's Household Income or Household Composition, the client is required to notify the **Housing Department**, within ten (**10**) business days of the change. This is required because, in most cases, there will be a direct impact on the client's monthly payment.

- (a) This notification must be submitted, in WRITING, and must include the date the change went into effect.
- (b) Notifications, via phone, shall **NOT** be accepted.
- (4) **How to Report.** To facilitate the Interim Re-certification process, clients are encouraged to utilize the "**Interim Adjustment**" form.

See Appendix **44** for a Sample of the **Housing Department's "Interim Adjustment"** form.

- (5) **Housing Department Verifications.** Upon receipt of the WRITTEN notification of change, from the client, the **Housing Department's** Resident Services staff shall initiate the **Interim Re-Certification**. This shall include conducting the necessary verifications, making adjustments to the monthly payments (where necessary), and notifying the client of the change.
- (6) **Clients Failure to Report Changes. Interim Re-Certifications** shall also be done when the **Housing Department** determines that a change in Household Income / Household Composition took place but the client **MISREPRESENTED** the facts, **FAILED** to report the change (either intentionally or unintentionally), or unnecessarily **DELAYED** reporting the change (either intentionally or unintentionally).
  - (a) Under these circumstances, the Resident Services staff shall conduct the verifications, make adjustments to the monthly payments (where necessary), and notify the client of any changes.
  - (b) **Adjustments shall be made RETROACTIVE to the date of change.**
    - 1/ In other words, if Housing determines that the client made misrepresentations that resulted in the paying of a lower rent than he / she should have paid, then the client shall be required to **pay the difference** between ***what was paid***, and ***what should have been paid***.
    - 2/ Additional, if the client is found (**at any time**) to have failed to report changes in household composition and such changes would have required the client to make higher monthly payments, then the increased monthly payments shall be made retroactive to the date the changes occurred.
  - (d) Clients are reminded that failure to report such changes within ten (**10**) business days of when they occur constitutes fraud and

a breach of the clients Rental Lease / Homebuyer (MHOA) Agreement. That, in turn, can lead to Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.

**33.4. Decreases in Rent / Homebuyer Payments.**

- A. **Effective Date of Decreases** in Rent and Homebuyer Payments shall go into effect on the **1<sup>st</sup>** day of the month following the month in which the reported Household Income / Household Composition change occurred.
- B. **For Example (as illustrated below):** The date of the household income decrease was **June 4<sup>th</sup>**. The client reported the change to housing on **June 8<sup>th</sup>** and it is determined that the Rent / Homebuyer Payment needed to be decreased. The effective date of the **DECREASED** monthly payment shall be **July 1<sup>st</sup>**.

JUNE						
					01	02
03	04	05	06	07	08	09
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Date of Change (DECREASE)

Date Change (DECREASE) Reported

JULY						
01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Effective date for DECREASED Payment

- C. **Cut off Date for Reporting Changes.** Decreases shall go into effect, as noted above, **ONLY** if the client advises the **Housing Department** of the decreased household income, **IN WRITING** before the 25<sup>th</sup> of the month. If notification is made after the **25<sup>th</sup>**, then the DECREASE shall go into effect on the **1<sup>st</sup>** of the following month.
- D. **For Example (as illustrated below):** The date the household income decreased was **June 1<sup>st</sup>**, however, the client did **NOT** provide the **Housing Department** with WRITTEN notice of the decrease until **June 29<sup>th</sup>**. While the **Housing Department's** Resident Services staff determined that the Rent / Homebuyer Payment needed to be decreased, the **late** client notification caused the DECREASE to go into effective on **August 1<sup>st</sup>**.

JUNE						
					01	02
03	04	05	06	07	08	09
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Date Household Income  
DECREASED

JULY						
01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Date Client Reported the  
DECREASE to Housing

Effective date for  
DECREASED payment

AUGUST						
			01	02	03	04
05	06	07	08	09	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

33.5. **Increases** in Rent / Homebuyer Payments.

- A. **Effective Date of Increase.** Increases in Rent and Homebuyer Payments shall go into effect on the 1<sup>st</sup> day of the 2<sup>nd</sup> month following the income change.
- B. **Examples (as illustrated below):** If the client's date of re-examination was on June 12<sup>th</sup> and it is determined that the Rent / Homebuyer Payment needs to be increased, then the effective date of the **INCREASE** shall be August 1<sup>st</sup>.

JUNE						
					01	02
03	04	05	06	07	08	09
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Date of Re-Exam

JULY						
01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Effective date for Increased  
Payment

AUGUST						
			01	02	03	04
05	06	07	08	09	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- C. **Client Delays in Reporting Increases.** Client delays in reporting changes to Household Income, which result in INCREASED monthly payments, shall **NOT** have the implementation / effective date of that increase postponed due to their delay in reporting.  
**Rational:** Clients often delay reporting INCREASES in income simply to avoid higher Rent / Homebuyer payments

### 33.6. Adjustments Due to Errors.

- A. **Housing Department Errors.** If the **Housing Department** makes an error in calculating a client's monthly payment, and either the **Housing Department** or the client subsequently discovers it, a retroactive adjustment shall be made.
- (1) If it turns out that the **Housing Department** has over charged the client, the client shall be offered a "credit" or a "refund".
    - (a) Refunds shall be in the form of a **check** and issued to the client within five (5) business days of discovery of the error.
    - (b) There shall be **NO** "cash" refunds.
  - (2) If it turns out that the **Housing Department** has under charged the client, the client shall **NOT** be penalized. In other words, the **Housing Department** shall **NOT** backdate and demand retroactive payments. The client shall be given reasonable notice, of the increase per Section 33, Para 33.5. above.

**B. Client Errors.**

- (1) If the **Housing Department** determines that false or incorrect information was knowingly and willfully submitted by the client, in an effort to receive a reduced monthly payment, then the **Housing Department** has the right to take corrective action and demand full restitution of payments due.
- (2) In other words, if it is found that a client has misrepresented the facts upon which his / her rent / homebuyer payment is based, so that the rent / homebuyer payment he / she is paying is **LESS** than what he /she should have been charged, then the increase in rent / homebuyer payment shall be **RETROACTIVE** to the applicable date.
  - (a) **NO** time line has been established to judge how far back the **Housing Department** can go in dealing with fraud or willful misrepresentation.
  - (b) Errors dating back three (3) months shall be handled the same as those dating back three (3) years.
- (3) **Client Repayment - Small Sums.** Clients owing **SMALL** sums of money (i.e., under **\$499.00**) shall make up the difference owed, within ninety (90) calendar days of notification of such discrepancy by the **Housing Department**. For Example:
  - (a) If the sum owed were **\$300**, it would be divided by three (3) to come up with three **\$100** payments.
  - (b) The client would then be required to make his / her normal monthly lease payment plus **\$100** (that would be applied towards his / her arrears) for the next three (3) months.
- (4) **Client Repayment - Large Sums.** Clients owing large sums of money for back Rent / Homebuyer Payments (i.e., over **\$500.00**) may request repayment over an extended period of time by reaching agreement, with the **Housing Department**, on a payment plan.
  - (a) Payment plans require the use of the **Housing Department's "Wage Assignment"** and **"Pay Back Agreement"** forms.

See Appendix **45** for a Sample of the **Housing Department's "Wage Assignment"** form.

See Appendix **30** for a Sample of the **Housing Department's "Pay Back Agreement"** form.

- (b) Clients shall submit requests for Payment Plans, in WRITING, to the Housing Director.
- (c) The Housing Director, in turn, shall review the circumstances of the discrepancy, the clients past payment history, and make a decision for / against the client.
- (d) Approved Pay Back Agreements, shall be limited to a MAXIMUM term of twelve (12) months.
- (e) Failure, on the part of the client, to honor the terms and conditions of the Pay Back Agreement, is grounds for Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.

33.7. **Documenting the Results of Re-Certifications.** In ALL cases, the results of the *Annual* and *Interim Re-Certifications* shall be documented on the **Housing Department's MONTHLY PAYMENT CALCULATION WORKSHEET**.

A. The Resident Services staff shall send the client a copy of the "**Monthly Payment Calculation Worksheet**", via Regular First Class Mail.

B. See Appendix **43** for a Sample of the **Housing Department's "Monthly Payment Calculation Worksheet"** form.

33.8. **Additional Information.** Additional details, on the procedures for Initial and Annual Re-certifications and the re-determination of rent / homebuyer payments, can be found in the **Housing Department's RENT and COLLECTIONS Policy**.

33.9. **Impact on Marked Based Rental Program.** *Annual Re-certifications and the Re-Determination of Rent procedures DO NOT apply to the MARKET BASED RENTAL PROGRAM. This program utilizes "fixed" rate rents that are NOT affected by or dependent of a client's income or family size.*

## SECTION 34

### RELOCATION ASSISTANCE DUE TO EMERGENCY SITUATIONS

The following applies to **ALL Programs.**

- 34.1. **General.** At times, it may be necessary to “*temporarily*” relocate a family (either in a rental or homeownership unit), due to an “**emergency**” situation which has rendered the dwelling unit unsafe.
- 34.2. **Emergency Defined.** For purposes of this Policy, an “**emergency**” is defined as “*the need for urgent action in order to safeguard the life and health of a tenant and / or his / her family*”. For illustration purposes, some common “**emergency**” situations are:
- A. Pest Control (when the client has a documented “allergy” that is triggered by the chemicals used).
  - B. Fires.
  - C. Natural Disasters (i.e., wind storms, tornadoes, earthquakes, etc.).
  - D. Loss of Essential Services (i.e., electrical service, water, etc.).
- 34.3. **First Priority – Shelter.**
- A. In the event a family needs a place to stay, under an “**emergency**” situation (as noted above), the **Housing Department** staff shall **FIRST** attempt to place the family in the **Housing Department’s** Emergency Housing Shelter facility.
  - B. If the Shelter is full, then the **Housing Department** may elect to house the family in a hotel or provide other alternatives (from its current housing stock) as they become available.
- 34.4. **Hotel Accommodations.** If there are NO vacancies at the Emergency Housing Shelter, then the **Housing Department** shall provide the family with Hotel Accommodations. The following guidelines shall be utilized when providing such accommodations which are based on the nature of the “*temporary*” relocation.
- A. **Pest Control.**
    - 1) On housing



- 2) ½ on tenant
- 3) Tenant responsibility
  - (1) Periodically the **Housing Department** may be required to perform Pest Control (i.e., spraying or fogging) in an occupied unit. Under such circumstances, and when it is known that a family member residing in the unit to be treated is allergic to the chemicals used, then they would qualify for “*temporary*” relocation.
  - (2) Said “*temporary*” relocation is considered to be in the best interests (health wise) of the family member.
  - (3) “*Temporary*” relocation, for Pest Control, is limited to twenty-four (24) hours. In extreme cases, that can be extended to forty-eight (48) hours.
  - (4) See Section **29** (entitled: *Pest Control*) of this document for additional information.

**B. Fire.**

- (1) Should a fire destroy **ALL** or part of a families dwelling unit, and it is determined that it is **NO** longer safe to reside there, then the **Housing Department** shall provide “***short term***” relocation to a hotel until a more permanent housing alternative can be arranged.
- (2) “***Short Term***” relocation, for a Fire, is limited to a period of time, **NOT** to exceed thirty (30) calendar days.

**C. Natural Disaster.**

- (1) Should a natural disaster destroy **ALL** or part of a families dwelling unit, and it is determined that it is **NO** longer safe to reside there, then the **Housing Department** shall provide “***short term***” relocation to a hotel until a more permanent housing alternative can be arranged.
- (2) “***Short Term***” relocation, for a Natural Disaster, is limited to a period of time, **NOT** to exceed thirty (30) calendar days.

**D. Loss of Essential Services.**

- (1) When essential services (i.e. sewer, water, electricity, L.P. Gas) are temporarily unavailable to a family’s dwelling unit, due to circumstances beyond their control, then they are eligible for “***short-term***” relocation assistance.

- (2) "**Short Term**" relocation, based on loss of Essential Services, is limited to a period of time, **NOT** to exceed thirty (30) calendar days.
- (3) Examples of when this may be applicable are:
  - (a) A construction crew cuts a line and it will take time to fix it.
  - (b) A fire or natural disaster disrupts services in the area and it will take time for the service provider to restore them.
- (4) **Having such essential services cut off (by the Service Provider) due to non-payment is NOT considered to be an emergency beyond the families control. Consequently, when a family does NOT pay their utility bills, they do NOT qualify for short-term relocation assistance.**

#### 34.5. Hotel of Choice.

- A. **Clients.** Clients are **NOT** allowed to seek out and make their own hotel accommodations.
- B. **Housing Department.**
  - (1) **Grand Traverse Lodge Hotel.** The **Housing Department** has made arrangements with the GTB Lodge Hotel (located on the Reservation) to house clients on a "*temporary*" basis and shall be the **Housing Department's** FIRST CHOICE for hotel accommodations.
  - (2) **Other.** In the event there are **NO** rooms available at the **Grand Traverse Lodge Hotel**, then the **Housing Departments** Resident Services Division staff shall contact other hotels in the immediate area and make arrangements with them to "*temporarily*" house clients.
  - (3) **Directors Approval Required.** The use of Hotel Accommodations, shall be restricted to "*emergency*" situations, and requires the written approval of the Housing Director or his / her designate (during his / her absence).
- C. **Payment for Hotel Accommodations.**
  - (1) **Housing Department.** The **Housing Department** shall only be responsible for payment of the daily ROOM Rate – **nothing more.**

- (2) **Family.** While utilizing Hotel Accommodations, payment for meals, room service, telephone, and other incidental expenses incurred by the family are the responsibility of the family – **NOT** the **Housing Department**.

34.6. **When Other Housing Becomes Available.**

- A. If, after a family has been placed in a hotel, and Shelter Accommodations (or another home) becomes available, then the family must move to the Shelter (or other alternative housing provided by the **Housing Department**).
- B. Failure to do so, will result in notification being sent to the family and the hotel advising them that the **Housing Department** will **NO** longer be paying for their accommodations and that continued residency there will be at the families expense.

- 34.7. **Clients Right to Refuse.** If a family is in need of housing, due to an “*emergency*” situation and they refuse accommodations in the Emergency Housing Shelter, the Hotel, or other alternative housing the **Housing Department** has selected for them, then the **Housing Department** is under **NO** further obligation to help the family secure shelter. In other words, the family is free to find its own housing alternative and at its own expense.

## SECTION 35

### RELOCATION ASSISTANCE DUE TO RENOVATIONS

This applies to Rental Programs only (i.e., Low-Income Rental – Single Family Housing Units, Low-Income Tax Credit Rental – Single Family Housing Units, Low-Income Rental – Elderly and Apartment Units).

- 35.1. **General.** While the **Housing Department** shall make every effort to minimize disruptions to its clients and their families living conditions, there may be times when this is unavoidable. Should it become necessary for the **Housing Department** to “temporarily” relocate a family due to a scheduled rehabilitation project, then the following shall apply.
- 35.2. **Notification.**
- A. The **Housing Departments** Resident Services and Rehabilitation Divisions shall coordinate on the notification of the affected family.
  - B. The actual notification letter shall be prepared and sent out by the Resident Services staff.
  - C. The affected family shall be provided with a written notification, of their need to move, at least thirty (30) calendar days in advance of the scheduled rehabilitation. This allows ample time for the family to prepare for the move.
- 35.3. **Actual Move.** The Client shall be responsible for making the necessary moving arrangements and be moved out of the home by the date indicated on the notice.
- 35.4. **Payment for the Move.** The **Housing Department** shall be responsible for the payment of the families moving expenses. Such payments shall be in accordance with the **Housing Departments** Relocation Assistance Policy.
- 35.5. **Option to Return.** Clients who are “temporarily” displaced due to a renovation project shall be given the option to return to the unit (that they had to vacate) once the renovation work has been completed.

## SECTION 36

### SECURITY DEPOSIT / DOWN PAYMENT

36.1. **Rentals.** Low-Income Rental Program, Tax Credit Program, and Market Based Rental Program.

- A. **Applicability.** Those participating in the Low Income Rental Program (to include single family homes, elderly apartments, and other apartments), Tax Credit Program and Market Based Rental Program shall pay a Security Deposit "**prior**" to move in.
- B. **Amount.** The **Housing Department** has set the Security Deposit rate at a MINIMUM of **\$250** or the equivalent of one (1) months rent (whichever is higher).
- (1) The **Housing Department** reserves the right to review the MINIMUM Security Deposit, on an annual basis, and if / when deemed necessary, increase that amount.
  - (2) If the **Housing Department** Director determines that a Security Deposit increase is necessary, he / she shall forward that recommendation to the **GTB Advisory Committee** for review / approval.
  - (3) The **GTB Advisory Committee** shall set the new amount as well as an effective date for implementation.
  - (4) Security Deposit increases shall then apply to **ALL** those entering into the applicable Housing Assistance program(s) **after** the increase has been officially adopted.
  - (5) Security Deposit increases shall **NOT** be made retroactive.
- C. **Client Use of Security Deposit Funds.** Clients **CAN NOT** draw on their Security Deposit funds, while occupying a unit, for the purposes of meeting Housing Related Expenses (i.e., rent, repairs, utilities, etc.).
- D. **NON-Interest Bearing Account.** Client Security Deposits shall be held in an account separate from other housing funds. For example, the **Housing Department's "Rental Security Deposit Account"**. This is a **NON-interest bearing account**. In other words, client funds, held in this account **DO NOT** earn interest for the client.
- E. **Use during Transfers.**

- (1) The Security Deposit is **NON-Transferable**. In other words, if a client is being transferred to another unit, the Security Deposit may **NOT** be transferred to the new unit.
- (2) Clients shall provide the **Housing Department** with a new Security Deposit for the new unit.
- (3) The Security Deposit for that new unit, shall be based on the clients income and monthly payment at time of transfer.
- (4) The Security Deposit from the old unit, shall be disposed of in accordance with Section **36**, Para **36.1.F.** below.

F. **Return of the Security Deposit.** The Security Deposit shall be returned to the client, within forty-five (**45**) calendar days of move out, **less** any outstanding obligations of the client. Obligations that could be deducted from the Security Deposit include (but are **NOT** limited to):

- (1) Back (past due) Rent.
- (2) The cost of repairs to the unit (less normal wear and tear).
- (3) Unpaid utilities (i.e., L.P. gas and electric).
- (4) Legal fees (i.e., attorney, filing, bailiff, servicing, etc.) incurred during an eviction proceeding.
- (5) Other charges owed by the Client.

G. **Close Out Settlement.** Any fees deducted from the Security Deposit, by the **Housing Department**, shall be accounted for on the "**Close Out Settlement Statement**" form.

See Appendix **46** for a Sample of the **Housing Department's** "**Close Out Settlement Statement**" form.

### 36.2. Homeownership - Mutual Help Program.

A. **Amount.** Under the Self-Determination provisions of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), the **Housing Department** has established a Down Payment Fee (formerly known as a Mutual Help Contribution) of **\$1,500** (cash) for participation in the Mutual Help Program.

- B. **Effective Date.** The Mutual Help Down Payment requirement went into effect on **October 1, 1997** and applies to those individuals who purchase an “*existing*” Mutual Help home that another family has vacated.  
((Note: **NO** “*new*” Mutual Help homes will be built under NAHASDA))
- C. **When Due.** This Mutual Help Down Payment must be paid at the time the Mutual Help and Occupancy Agreement (MHOA) is executed and “**prior**” to move in.
- D. **Client Use of the Down Payment.** Clients **CAN NOT** draw on their Down Payment, while occupying a unit, for the purposes of meeting “*routine*” Housing Related Expenses (i.e., homebuyer payments, upgrades to the unit, repairs, utilities, etc.).
- E. **Where Deposited.** Down Payments shall be held in the homebuyers Monthly Equity Payments Account (MEPA).
- (1) The MEPA is an interest bearing account with interest earned being applied to the client’s account.
  - (2) The **Housing Department** shall establish and maintain a separate MEPA for each Mutual Help client.
- Since Tribe gave \$1500 credit for down payment, do they repay that before leaving from their MEPA
- F. **Return of the Down Payment.** Should the homebuyer terminate his / her Mutual Help and Occupancy Agreement (MHOA), either voluntarily or involuntarily, prior to Conveyance, remaining funds shall be returned to the homebuyer – **less** any outstanding obligations of the client. Obligations that could be deducted from the Down Payment (and MEPA Account) include (but are **NOT** limited to):
- (1) Back (past due) Homebuyer Payments.
  - (2) The cost of repairs to the unit (less normal wear and tear).
  - (3) Unpaid utilities (i.e., L.P. gas and electric).
  - (4) Legal fees (i.e., attorney, filing, bailiff, servicing, etc.) incurred during an eviction proceeding.
  - (5) Other charges owed by the Client.
- G. **Accountability.** Any fees deducted from the Mutual Help Down Payment, by the **Housing Department**, shall be accounted for on the “**Close Out Settlement Statement**”.

See Appendix **46** for a Sample of the **Housing Department's "Close Out Settlement Statement"** form.

H. **Use by Housing After Conveyance.** At time of CONVEYANCE of the Mutual Help home to the homebuyer, **ALL** funds remaining in the MEPA account (including the Down Payment) shall become the sole property of the **Housing Department**.

- (1) Under NAHASDA, such funds are considered to be "*proceeds from sale*" of the unit.
- (2) Proceeds from sale shall be used by the **Housing Department**, for "*Affordable Housing Activities*", as defined by NAHASDA.



## SECTION 37

### SHEDS

The following applies to **ALL Programs.**

- 37.1 **General.** Sheds are allowed at single family rental units and Mutual Help homes.
- 37.2 **Support Pad.** If a client chooses to build a shed, or have a pre-built shed installed, it shall be:
- A. Installed on a concrete pad and properly anchored to the pad.

or

  - B. Installed on wooden pad made of **4" x 4"** treated lumber and then properly anchored to the pad.
- 37.3. **Size.** Sheds may **NOT** be any larger than **12' x 12'** or smaller than **8' x 8'** and can **NOT** be higher than the home itself.
- 37.4. **Prohibited Building Materials.** *OSB, strand or chip wood* type plywood materials are prohibited from use on the "exterior" or "exposed" surface of the shed. These types of materials tend to degenerate quickly and soon become unsightly.
- Note:** They may, however, be used in the framing process as a base upon which siding will be nailed to.
- 37.5. **Paint / Stain.** Sheds shall be painted, stained, or color coded to match the exterior color of the home.
- 37.6. **Numbers.** Only one (1) shed, per dwelling unit, is allowed.
- 37.7. **Costs.** If a client chooses to build a shed, or have a pre-build shed installed, it shall be at his / her expense – **NOT** Housing's.
- 37.8 **Shed Maintenance.** Once a shed is constructed or installed, clients shall properly maintain it so as **NOT** to create an eye sore in the community.