

PIT RIVER TRIBAL HOUSING BOARD

BASIC HOMEOWNERSHIP

APPROVED MAY 6, 2016
AMENDED AUGUST 3, 2018
AMENDED JUNE 18, 2021

I. Introduction

A. General purpose

“THE MISSION OF THE PIT RIVER TRIBAL HOUSING BOARD (PRTHB) IS TO PROVIDE AND MANAGE AFFORDABLE HOUSING, AND TO PROVIDE ECONOMIC OPPORTUNITY AND TRAINING FOR NATIVE AMERICAN FAMILIES WITHIN THE TRIBE’S SERVICE AREA. THE PRTHB IS COMMITTED TO DEVELOP PLANNED COMMUNITIES THAT ARE AFFORDABLE, DECENT, AND SAFE FOR NATIVE AMERICAN FAMILIES”.

This policy is designed to serve as:

1. A guide for the PRTHB to use in determining eligibility and feasibility for the Basic Homeownership Program, in the selection of applicants and criteria.
2. A document which provides for consistent, equitable, and uniform treatment of clients.
3. A basis for decision-making by PRTHB staff.
4. A training manual for newly-hired or appointed staff.

B. Application of policy

This policy is applicable to all PRTHB clientele, including but not limited to applicants/participants.

C. Tribal Laws

The recipient/homeowner shall abide by all Tribal Laws

II. Program Eligibility

The purpose of this section is to determine who is eligible to participate in PRTHB Basic Homeownership program. Applicants must meet all of the following eligibility requirements to be eligible for the PRTHB's homeownership program.

- A. Family composition (See 24 CFR Part 1000.104 & Section 201(b) of NAHASDA). An applicant must qualify as a family, defined by the PRTHB, or as two or more persons who are related by blood, marriage, or operation of law and who have evidenced a stable family relationship; or a single person who lives alone and intends to live alone and does not qualify as an elderly family, displaced person, or remaining member of a tenant family; or a single person who is elderly or near-elderly, handicapped, disabled, displaced, or the remaining member of a tenant family. An applicant must qualify as an Indian family, defined by the PRTHB as a family whose head of household or spouse is an enrolled member of the Pit River Tribe.

- B. Income limitations (See Section 205 of NAHASDA)
 1. Maximum income
The applicant must qualify as a low-income family, defined as a family whose income does not exceed 80% of the median income for the area or the United States, whichever is greater and otherwise consistent with Section 205 of NAHASDA. Income limits are adjusted for family size and updated on an annual basis (See Appendix A).

 2. Income must be in accordance with Income Limits as required under NAHASDA Law

 3. Estimating income
The applicants' annual income will be determined by estimating the anticipated total income from all sources to be received by the head, spouse, and additional members of the family over the next 12 months.

 4. Exception to maximum income limits (24 CFR Part 1000.106,108, & 110)
 - a. The PRTHB may waive the maximum income limit Requirement under the following circumstances:
 - (1) The applicant demonstrates to the satisfaction of the PRTHB that their need for housing cannot be met without assistance.
 - (2) The income waiver is consistent with HUD regulations.

- b. If all conditions outlined in the regulations are met, the PRTHB may provide the following types of assistance to non-low-income Indian families:
 - (1) Homeownership activities under section 202(2) of NAHASDA, which may include assistance in conjunction with loan guarantees under the Section 184 program (See 24 CFR part 1005).
 - (2) Model activities under section 202(6) of NAHASDA.
 - (3) Loan guarantees activities under title VI of NAHASDA.
- c. All justifications and documentation used to determine the eligibility of an over income family to be served will be retained on file as long as the Tribe retains an interest in the unit and for three years thereafter.

C. Income verifications (See 24 CFR 1000.128)

In order to determine that data upon which determination of eligibility, selection, preference, and rents/payments to be charged are accurate, such data must be verified. The preferred method of verification shall be written verification by a third party. In the event that third party verification cannot be obtained, the PRTHB may allow the applicant to submit relevant information provided that the submission contains a notarized statement, certification, or affidavit signed by the applicant, and stating that the information submitted is true and accurate.

Complete and accurate verification records, consisting of, but not limited to the following are to be maintained.

- 1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all amounts of income.
- 2. Copies of documents in the applicant's possession which substantiate his/her statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff who viewed them.
- 3. Certified statements, or summary data from bank account, from self-employed persons, and from persons whose earnings are irregular, such as salesmen, taxi drivers etc., setting forth gross receipts, and itemized expenses and net income.
- 4. Memoranda of verification data obtained by personal interviews, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.

D. Social Security number requirements

The applicant must furnish the PRTHB with social security numbers and/or copies of social security cards for each family member or person listed on the application. For minor children, a written certification may be submitted in lieu of a social security card.

- E. Restrictions on assistance to non-citizens
The PRTHB restricts housing assistance to U. S. citizens in accordance with Title II, Sec. 201 (b) of NAHASDA.
- F. Criteria for Eligibility and Feasibility
 - 1. Basic Homeownership Program:
 - a. Proof of Pit River Tribal Enrollment.
 - b. Verification of eligibility for land assignment in accordance with PR Tribal law, and MUST be determined feasible by the PRTHB;
 - c. Any additional program specific criteria, i.e. Federal Regulations.
 - d. Certification that applicant has not received any significant homeownership housing assistance from the PRTHB or any other Tribal Housing Program.
 - e. Applicant may not owe or have outstanding debts with PRTHB or Pit River Tribe.
 - f. Applicant does have a current home on land assignment, that is substandard, dilapidated or dangerously unsafe to live in.

III. Receipt of Applications and Determination of Eligibility

A. Application

This section outlines the basic steps to be followed in the application process and in obtaining and verifying information for the purpose of determining eligibility and feasibility.

1. Application process

The application is the record of each family/person applying for homeownership. Each applicant is required to provide all information requested on the application and to sign all necessary forms, documents, and certifications. All information or any statements made by the applicant are subject to verification. Applications will be received at the PRTHB office. All applications are to be fully completed and signed using blue or black ink. Upon receipt, the application will be date stamped, and initialed by the PRTHB staff. Completed applications may be mailed or delivered in person (see IV Section Procedure & Requirements, C.). Verification of all information that affects eligibility, family composition, selection, priority, annual income, unit size, determination of land and site control is required at the time of application. In addition, each applicant must sign a consent form for the release of information.

2. Applicant responsibilities
The applicant is responsible for providing all of the necessary information and accurately completing the application as required. The applicant must certify that all information contained in the application is true and accurate to the best of his/her knowledge.

The applicant is responsible for making corrections or updating the application on an annual basis. Failure to update an application for a period of 12 months is grounds for placing the application in an inactive file and removing the family from the waiting list.

3. Application file
The PRTHB shall maintain a file for each family/person completing an application. All information supplied by the applicant, verification of information, and all relevant correspondence with the applicant, shall be contained in the file. Files will be placed in one of four categories.
 - a. Eligible
This file contains those applications which have met initial eligibility requirements and have been placed on the waiting list for the Basic Homeownership Programs.
 - b. Ineligible
This file contains those applications which have not met initial eligibility requirements and have been determined to be ineligible for the Basic Homeownership program, or determined not feasible by the PRTHB.
 - c. Incomplete/Pending
This file contains those applications which have not been sufficiently completed or verified for a determination of eligibility to be made. Applicants submitting an incomplete application will be notified and given 60 days to submit the missing information. If the information is not submitted in a timely manner, the application will be placed in the inactive file.
 - d. Inactive
This file contains those applications which have not been updated within 12 months. Those applicants will be removed from the waiting list and will have to re-apply in order to be placed back on the waiting list. Those applications will receive a new application date but will be permitted to maintain their priority or selection preference, if qualified. Incomplete applications which are not completed in a timely manner will be placed in this file.

B. Eligibility Determination

1. Applicant determined eligible (See 24 CFR Part 1000.146)
Upon receipt of a completed application, the PRTHB will make a determination of eligibility and/or feasibility. An applicant determined to be eligible, or project and feasible shall be promptly notified in writing and placed on the PRTHB waiting list.

2. Applicant determined ineligible
Upon receipt of a completed application, the PRTHB will make a determination of eligibility and feasibility of the project. An applicant determined to be ineligible shall be promptly notified in writing. The notice shall state the reason(s) for the ineligibility and advise the applicant of his/her right to appeal. The appeal must be requested within 20 calendar days of the date of the notice. An appeal hearing to make a final determination of eligibility shall be scheduled at the earliest convenience of both parties. The appeal is an informal hearing of the PRTHB staff and Board (e.g. appeal board). All decisions will be final. The applicant is given the opportunity to produce evidence, clarify information, and/or ask questions regarding eligibility.

C. Waiting list administration

The PRTHB shall maintain a waiting list for the Basic Homeownership Housing Program, separate and apart from any other PRTHB program. The list shall be comprised of applicants who have been determined to be eligible. The eligible applicants will be placed on the waiting list by order of priority (see selection preferences). Within each priority group, the applicants will be placed in order by points, with the highest points being first and the least points being last.

1. Updating the waiting list

The waiting list shall be updated on a regular basis. It is the responsibility of each applicant to update their application at least annually. In order to remain on the waiting list, an applicant must continue to update his/her application and remain eligible for the homeownership program. Applicants who fail to update their application within 365 days (12 months) of their most recent eligibility date will be placed in the inactive file and lose their original date. Any applicant on the waiting list who wishes to be removed from the list must submit a written request to the PRTHB. Otherwise, no eligible applicant may be removed from the waiting list except for failure to update in a timely manner.

2. Suspending the taking of new applications

The PRTHB reserves the right to close the waiting list and suspend the taking of new applications at any given time. The PRTHB may also set submission deadlines for inclusion in a particular project, program, or funding year.

IV. Selection Procedure and Requirements

A. General provision (See 24 CFR Part 1000.120)

The PRTHB shall select eligible applicants from the PRTHB waiting list in accordance with the selection preferences (priority groups) outlined below and the applicant's respective eligibility dates.

B. Order of selection

Eligible applicants will be categorized according to the following priority groups, with group one having the highest priority. Once all of the applicants in group one have been served, group two applicants will be served, and so forth. See Appendix A Priority Ranking.

C. Screening of applicants

Prior to placement in a unit or receipt of services, the PRTHB shall conduct a thorough screening process of each applicant to determine suitability for eligibility and feasibility. The screening process may include a review of pertinent factors including the following:

1. The applicant's eligibility. The feasibility of the project;
2. Whether the applicant was previously evicted for non-payment or non-compliance with any PRTHB, IHA, and tribal or public housing authority (PHA) policy;
3. Whether the applicant previously participated in a HUD-assisted program and abandoned the dwelling unit;
4. The applicant's past performance and behavior including destruction of property, disturbance of neighbors, poor housekeeping practices, or other activities which may endanger or be detrimental to other residents.
5. The applicant's criminal record (including all family members), particularly drug-related activities, physically violent crimes, Megan's Law, or other criminal acts which may endanger other residents.

D. Determination of suitability

In determining whether an applicant is suitable for Basic Homeownership, the PRTHB shall review all of the information gathered in the screening process. If an applicant is determined to be unsuitable for assistance, a written notice of the determination and the grounds for the determination shall promptly be sent to the applicant. The notice shall advise the applicant(s) of the right to appeal. The request for appeal must be submitted within 30 calendar days of the date of the notice. An appeal hearing to make a final determination on the matter shall be scheduled at the earliest convenience of both parties. All appeals will be heard by the PRTHB, all determinations will be final.

E. Notification of selected applicants (See Section 207 of NAHASDA) Promptly after an applicant family/person has completed the screening process and been determined to be suitable for the Basic Homeownership Program, the family/person will be notified in writing of their selection. The notification shall include the following:

1. A statement that the family has been selected for participation in the Basic Homeownership Programs;
2. A statement that the family/person will be required to participate in mandatory counseling/training sessions prior to occupancy;
3. Any documents, authorizations, or releases that the PRTHB may require to perform work on the land;

4. A statement that a Basic Homeownership Tri-Party Agreement/contract/lease will need to be executed;
5. A statement that admission and Tri-Party Agreement/Contract execution is subject to a final income and eligibility verification, up until physical move-in;
6. The address, location, legal description, unit number, or type of services to be received (amount of assistance);
7. A statement that the family has 30 days in which to respond to the notice, either by accepting or rejecting the service/assistance/unit offered;
8. A statement that failure to respond within 30 days shall be regarded as a rejection of the offer. The date of formal rejection and new application date shall be 30 days after the notification of selection;
9. A statement that a rejection of the offer or agreed upon services shall result in the family receiving a new date (date of formal rejection) and that their application will be placed in inactive status.
10. A statement that the notice is not a contract and does not obligate the PRTHB in any way.

F. Successorship

1. Manner of designation
Each approved applicant shall designate a successor at the time the homeowner/applicant agreement is executed. The designation may be changed at any time during the duration of the agreement, provided that such changes are made in writing to the Tribe or Agency that maintains control.
2. Events authorizing successorship
In the event of death, physical or mental incapacity, the person designated as successor shall succeed to the rights and responsibilities of the homeowner provided that all eligibility and program requirements are met in accordance with Tribal Law.
3. Situations where successorship will not be recognized
The designated successor shall not succeed if the Basic Homeownership Tri-Party Agreement is terminated for any reason other than death, physical or mental incapacity.
In order to promote continuity of ownership, the Tribe may allow a successor to assume responsibility for a home prior to death or mental incapacitation. Inability to maintain the unit and required obligations in the Tri-Party Agreement in the event of becoming permanently disabled/handicapped, or 62 years of age. The successor must maintain continued residence and meet all program and tribal requirements including; tribal enrollment, and eligibility for land assignment. The project cost will not exceed the budget set forth for the construction of the unit.

4. Eligibility of successor
The designated successor must meet all eligibility and selection requirements at the time the Basic Homeownership Agreement is executed. Including;
 - a. Unit must be principal place of residence

5. Ineligible successors may assume option of any agreements and obligations set forth in the event that the successor is not eligible or otherwise qualified to succeed the original Basic Homeownership Tri-Party Agreement, the Tribe may allow the successor to become party to any agreements, contracts, or obligations previously agreed upon or established between the applicant and the PRTHB.

6. PRT designation of successor
If the designated successor is not eligible or does not meet admission standards, the PRTHB shall designate a successor from the next eligible family member determined by the PRT.

7. Succession to all rights and obligations
The designated successor shall assume all rights and obligations of the former applicant.

8. Trust, restricted, or special consideration of the land status
In case of trust, restricted, or special land considerations, the Tribe shall review applicable statutes and requirements prior to approving a successor or designating a successor of the Basic Homeownership Program. The Basic Homeownership Tri-Party Agreement may be modified to accommodate any special considerations.

V. Occupancy Standards

In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc. ***The PRTHB reserves the right to waive standards on a case by case basis.***

NUMBER OF BEDROOMS	NUMBER OF PERSONS
1 BR	1-3
2 BR	2-4
3 BR	3-6

VI. Basic Homeownership Tri-Party Agreement and Prior to Occupancy

A. Execution of the agreement (see Section 207 of NAHASDA)

Prior to occupancy of a unit, the participant/homeowner shall execute a agreement/contract with the Pit River Tribe. This agreement is a legal document which describes rights, duties, obligations, and responsibilities, and shall be executed promptly after final selection of the applicant. The agreement shall be executed in duplicate original with both parties receiving an original document. The head of household will sign the Tri-Party Agreement along with the PRTHB, Pit River Tribe, and BIA.

1. Changes, modifications, and amendments

If the homeowner/applicant (head or spouse), or unit (due to transfer) changes, a new agreement shall be executed. The Pit River Tribe may revise or adopt policies which affect the applicants'/homeowners' obligations and requirements under the agreement. Such changes do not require execution of a new agreement.

2. Termination of agreement by the homeowner/applicant

The homeowner/applicant may terminate the agreement provided that a 30-day written notice is given to the Pit River Tribe, and the procedures for termination contained in the agreement are followed.

3. Termination of agreement by the Pit River Tribe

The Pit River Tribe may terminate the agreement in accordance with the provisions contained in the agreement. A failure to comply with any of the requirements, obligations, or duties outlined in the agreement shall be grounds for termination. The Pit River Tribe shall issue a notice of breach to the applicant promptly after the occurrence of such a breach, notify the applicant of grievance procedures, and state the action required by the Pit River Tribe to amend the breach. If the breach is not amended to the satisfaction of the Pit River Tribe, a notice of termination shall be issued. The notice of termination shall be in accordance with the terms and conditions of the agreement.

B. Guidelines and rules for occupants (See Section 207 of NAHASDA)

1. Principal residency requirement

As a condition of occupancy, homeowners/residents are required to use the home as a principal residence, except for temporary absences, according to the PRT land ordinance.

2. Determination of abandoned unit

A home which has been unoccupied for a period of 30 days or more without PRTHB approval may be determined to be abandoned unit and in breach of the Tri-Party Agreement/Land Assignment.

3. Structural modifications/maintenance

Pit River Tribe or PRTHB will not be responsible for any further structural modifications, additions, and or maintenance to the home.

a. Construction/building code requirements

All construction shall be done in accordance with local/Tribal building codes and ordinances.

4. **Damage to property during Construction**
Homeowners shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the home, neighborhood, and community including all public, tribally and PRTHB owned property. The head of household is responsible for all family members, residents and guest of their homes.
5. **Public disturbances During Construction**
Homeowners/residents shall not engage in unlawful activities or activities which could cause a disturbance to neighbors and the surrounding community or delay construction.
6. **Responsibility to provide utilities**
It is the responsibility of the homebuyer/resident to provide all utilities for the unit including deposits.
7. **Monies owed to the Tribe during Construction**
All applicants shall not owe the PRTHB or the Tribe prior to approval of project, during Construction of project, or signing of Tri-Party Agreement.
8. **Maintenance/appearance of home and property**
The homeowner shall provide all routine and non-routine maintenance and basic upkeep of the home, keeping it in an acceptable condition and free from trash, clutter, and debris (including abandoned or junk cars) in accordance with Pit River Tribal Law, and Ordinances.
9. **Insurance**
Only during construction, the PRTHB shall provide required insurance on the structure including fire and extended coverage. The homeowner/applicant shall be responsible to secure their own insurance for personal property/contents. It is the homebuyer's/resident's responsibility to report all damages to the unit so claims can be processed in a timely manner to the insurance carrier.
10. **Homeowners obligation**
The applicant agrees to provide the PRTHB with all documents and evidence of Land/Site Control. Also, the applicant agrees to allow work to commence and be completed to the satisfaction of the PRTHB and Pit River Tribe.
11. **Other required information**
The homeowner may be required to submit additional information if the PRTHB deems it necessary to complete the family's records or to assist in determining eligibility and feasibility. Which may include but not be limited to; social security cards (numbers) for new family members/occupants, divorce decrees, and receipts for various expenses.
12. **Notice of changes**
Within 30 days of any completed project, the PRTHB and Pit River Tribe reserves the right to be informed in writing of any changes that may affect the applicant's eligibility or feasibility of the project.

- F. Failure to comply or properly report information required to determine the feasibility of the project may result in the project being disqualified from the Basic Homeownership Program. The PRTHB determines the right to make such determination. Providing false information to or withholding information from the PRTHB may be considered fraud, which is a crime punishable under the law. If a homeowner/applicant fails to respond to any correspondence requesting information, a written notice will be sent out with a deadline for submission of information. If the homeowner/applicant fails to meet the deadline, the PRTHB shall notify the homeowner/applicant of the breach of the agreement and proceed with termination of any agreements or contracts. PRT will determine any breaches of the Tri-Party Agreement.

VIII. Home Inspections

A. Initial inspection

1. Homeowner/Applicant

At the time of initial occupancy, a move-in inspection shall be conducted with the PRTHB's inspector (representative) and the homeowner/applicant. The homeowner/applicant shall be permitted to have a representative of their choice present at the initial inspection to assist them.

2. Documentation of conditions

At the conclusion of the initial inspection, the homeowner/applicant shall sign an inspection report detailing any deficiencies in the unit/home. The PRTHB shall correct the agreed upon deficiencies within a reasonable amount of time at the discretion of the PRTHB. The PRTHB shall conduct a thorough inspection of the interior, exterior, and adjacent grounds of the unit/home. The homeowner shall sign the inspection report, which contains the results of the inspection.

3. Warranties

At the time of move-in, the homeowner shall be provided with a list/packet of the applicable warranties for that particular unit/home, initiating warranties will be the responsibility of the Homeowner.

4. Ownership and Responsibility

Homeowner agrees to assume full responsibility for the home and that PRTHB and PRT has no obligation to provide any additional assistance to respect to the ownership, maintenance, repair, or improvement thereof or for the provision of utilities. Homeowner will be provided all manufacture warranties which are covered and understands that such warranties must be completed by the homeowner, PRTHB, PRT are not responsible for replacement or repair.

APPENDIX B

Income	Priority	Points
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Poverty	First	5
Low-to-Moderate	Second	4
High Income	Third	0

Family Size	Priority	Points
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1 Bedroom

1	First	5
2	Second	3
3	Third	2
4 not eligible		

Family Size	Priority	Points
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2 Bedroom

1 not eligible		
2	First	5
3	Second	3
4	Third	2
5 not eligible		

Family Size	Priority	Points
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3 Bedroom

7 + not eligible		
6	First	6
5	Second	5
3- 4	Third	4
1-2 not eligible		

Age	Priority	Points
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65+	First	6
50-64	Second	5
35-49	Third	4
24-34	Fourth	3
18-23	Fifth	2

Handicapped	Priority	Points
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Handicapped Head of Household	First	5
Handicapped family member	Second	3
Not Handicapped	Third	0

Living Conditions	Priority	Points
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No Residence/Homeless	First	6
Living in substandard dwelling	Second	5
Not economically feasible to Rehabilitate.	Third	4

County Priority	Priority	Points
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Current Pit River Land Assignment	First	10
Ancestral Boundaries Resident	Second	5
Other	Third	2
Buildable Home Site		
Environmental Compliance		5
Existing Infrastructure/Utilities		2