

PIT RIVER TRIBAL HOUSING BOARD
Eligibility, Admission, and Occupancy for XL

Reservation

APPROVED BY:
PRTHB RESOLUTION NO. 02-2005
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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, admission of applicants, selection criteria, and occupancy standards.
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, residents, renters, homeowners, and PRTHB program participants.

II. Eligibility for Housing

The purpose of this section is to determine who is eligible to participate in PRTHB programs.

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 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 sufficient to comply with program requirements**
Under the PRTHB homeownership program, participants are required to satisfy obligations such as administration fees, user fees, utilities, maintenance etc. The applicant must demonstrate the ability to meet these requirements. The minimum income acceptable, adjusted by family size, is found in Appendix A.
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 (See 24 CFR Part 1000.106,108, and 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 (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.

D. 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.

E. 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.

F. 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.

G. Additional criteria for admission

1. a. Homeownership Programs: Proof of Pit River Tribal Enrollment. Verification of eligibility for land assignment in accordance with PR Tribal law, Allotted Land, Fee Land, or BIA Leased Land.
- b. Any additional program specific criteria, i.e. Federal Regulations.
- c. Certification that applicant has not received any prior homeownership housing assistance from the PRTHB or any other Tribal Housing Program.
- d. Applicant may not owe or have outstanding debts with PRTHB or Pit River Tribe.

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.

1. Application process

The application is the basic record of each family/person applying for admission and/or services. Each applicant will be 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 shall be received at the PRTHB office. All applications are to be fully completed and signed using indelible pencil or ink. Immediately upon receipt, the application will be date/time 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 or preferences, annual income, unit size, determination of affordable payments or rent, and housing need is required.

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 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 PRTHB programs.

b. Ineligible

This file contains those applications which have not met initial eligibility requirements and have been determined to be ineligible for the PRTHB programs.

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 6 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. An applicant determined to be eligible 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. 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 homeownership housing programs, 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 chronological order, with the oldest application being first and the most recent application 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 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 B 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 admission. The screening process shall include a review of pertinent factors including the following:

1. The applicant's past performance in meeting financial obligations, including but not limited to rent and utilities. The PRTHB may request a report from a consumer credit reporting agency. The PRTHB shall request information from former landlords detailing payment history (from up to 5 years ago);
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. The PRTHB may require a home visit at the applicant's present residence. If a home visit is not feasible, references may be required; and
5. The applicant's criminal record (including all family members), particularly drug-related activities, physically violent crimes, or other criminal acts which may endanger other residents.

D. Determination of suitability

In determining whether an applicant is suitable for admission, the PRTHB shall review all of the information gathered in the screening process, taking into consideration the date, nature, and severity of the occurrences and the probability of future occurrences. If an applicant is determined to be unsuitable for admission, 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 has completed the screening process and been determined to be suitable for admission, the family 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 PRTHB programs;
 2. A statement that the family will be required to participate in mandatory counseling/training sessions prior to occupancy;
 3. A statement that a homebuyer agreement/contract/lease will need to be executed if a family is willing and able to do so;
 4. A statement that admission and contract execution is subject to a final income and eligibility verification, up until physical move-in;
 5. The address, location, legal description, unit number, or type of services to be received (amount of assistance);

6. 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;
7. 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;
8. A statement that a rejection of the offer shall result in the family receiving a new date (date of formal rejection) and that their application will be placed in inactive status.
9. A statement that the notice is not a contract and does not obligate the PRTHB in any way.

F. Successorship (for homeownership, lease-purchase only)

1. Manner of designation
Each homebuyer shall designate a successor at the time the homebuyer 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.
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 homebuyer provided that all eligibility and program requirements are met.
3. Situations where successorship will not be recognized

The designated successor shall not succeed if the homebuyer agreement is terminated for any reason other than death, physical or mental incapacity.

In order to promote continuity of ownership, the PRTHB 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 Lease Purchase 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 purchase price of units will be established at \$0.00 in accordance with the PRTHB policy.

4. Eligibility of successor

The designated successor must meet all eligibility and selection requirements at the time the new homebuyer agreement is executed. Including;

- a. Unit must be principal place of residence

5. Ineligible successors may exercise purchase option

In the event that the successor is not eligible or otherwise qualified to succeed the original homebuyer, the PRTHB may allow the successor to purchase the unit for an amount established by the PRTHB.

6. PRTHB designation of successor

If the designated successor is not eligible or does not meet admission standards, the PRTHB shall designate a successor or place the next eligible family from the waiting list.

7. Succession to all rights and obligations

The designated successor shall assume all rights and obligations of the former homebuyer, including all outstanding amounts owed and any amounts in the equity account.

8. Minor children occupying home; guardianship agreement
After the occurrence of death, physical or mental incapacity, if there is no qualified and eligible successor, the PRTHB may approve an adult who has been appointed legal guardian of the children as an occupant of the home. The guardian shall be responsible for performing the duties and obligations of the homebuyer agreement on behalf of the children. This arrangement will remain intact until the oldest child reaches the age of 18 years, at which time that person may become the head of household, and meets the requirements of Pit River Tribal Land Assignment Ordinance when applicable. If at any time prior to the oldest child reaching the age of 18 years, the guardian is no longer willing and able to perform the obligations and duties of the agreement, and no other guardian is appointed, possession of the home shall revert back to the PRTHB.

9. Trust, restricted, or special consideration of the land status
In case of trust, restricted, or special land considerations, the PRTHB shall review applicable statutes and requirements prior to approving a successor, or designating a subsequent homebuyer. The homebuyer agreement may be modified to accommodate any special considerations.

G. Transfer policy

1. Requirements for transfer
Any family/person(s) requesting a transfer to another project, program, or unit must do so in writing. All transfers are subject to availability of units. The PRTHB may approve transfers for the following: size of unit not compatible, change in income level,

employment and/or education (PRTHB may list other acceptable reasons). Two families may transfer (trade) units if both parties agree that it is in their best interest, and the PRTHB approves.

2. Families must be up-to-date on payments/rent
In order to transfer, a family must be up-to-date on their house payments/rent.
3. Maintenance and repairs performed
All necessary repairs and rehabilitation of the unit shall be charged to the current homebuyer/participant prior to move-out. If the total amount of charges is unclear, a “good faith” estimate shall be provided by the PRTHB.
4. Purchase price schedule
All rights, obligations, and equity shall be transferred to the new home/unit. The purchase price shall be the remaining balance owed on the home.

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.

NUMBER OF BEDROOMS	NUMBER OF PERSONS
2 BR	1-3
3 BR	3-6
4 BR	5-8

5 BR	7 & up
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VI. Leasing, Subleasing, Lease Purchase Requirements and Rules of Occupancy

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

Prior to occupancy of a unit, the participant/homebuyer shall execute a lease/homebuyer agreement/contract with the PRTHB. 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 agreement and the Housing Coordinator or designee will sign on behalf of the PRTHB.

1. Changes, modifications, and amendments

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

2. Termination of agreement by the homebuyer/resident

The homebuyer/resident may terminate the agreement provided that a 30 day written notice is given to the PRTHB, and the procedures for termination contained in the agreement are followed.

3. Termination of agreement by the PRTHB

The PRTHB 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 PRTHB shall issue a notice of breach to the resident/homebuyer promptly after the occurrence of such a breach, notify the resident/homebuyer of grievance procedures, and state the action required by the PRTHB to amend the breach. If the breach is not amended to the satisfaction of the PRTHB, 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, as approved by the PRTHB.

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 and in breach of the homebuyer agreement/lease.

3. Business use of home

The use of the home for operation of a business may be approved by the PRTHB under the following conditions: The operation of the business should not negatively impact the neighbor or surrounding community. A request to operate a business out of the home shall be made in writing. A decision on the request shall be made in within 60 days of the request. A denial is subject to the PRTHB's grievance procedure.

4. Structural modifications

No resident/homebuyer shall make any structural modifications or additions to the unit unless approved by the PRTHB. A request for

modification shall be made in writing, and provide detailed information regarding the proposed change (e.g., plans/specifications). If the resident/homebuyer is in full compliance with the terms of the homebuyer agreement/lease, the PRTHB may approve the request.

a. Approvable alterations and additions

Modifications which are approvable include but are not limited to energy conservation items, alternative heat and air, enclosing a carport/garage, adding storage space, adding living space, permanent fencing, and cosmetic interior items.

b. Resident expense

All costs and expenses incurred by the resident/homebuyer in making modifications shall be solely the responsibility of the homebuyer/resident.

c. No liens

No liens may be placed on the unit/home in connection with the structural modification. The property shall remain unencumbered until conveyed to the homebuyer.

d. Construction/building code requirements

All construction shall be done in accordance with local/Tribal building codes and ordinances. The PRTHB shall be given the opportunity to inspect the work during all phases of completion.

5. Damage to property

Homeowners/Residents shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the home, neighborhood, and community including all public and tribally PRTHB owned property. The head of household and spouse are responsible for all family members and residents of their homes/units.

6. Public disturbance
Homeowners/residents shall not engage in unlawful activities or activities which could cause a disturbance to neighbors and the surrounding community. The PRTHB shall maintain a record of all homebuyer/resident complaints.
7. Responsibility to provide utilities
It is the responsibility of the homebuyer/resident to provide all utilities for the unit including deposits.
8. Payments/Rent
All homebuyer/rent payments are due on the 1st day of the month without billing/prior notice, in accordance with the PRTHB's Collection and Eviction Policy.
9. Maintenance/appearance of the home and property (for homeownership)
The homebuyer/resident 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). The PRTHB shall monitor the condition of the unit through periodic inspections and drive-bys. Compliance with Pit River Tribal Law, and Ordinances will be required.
10. Pet/Animal control
The homebuyer/resident shall remain in compliance with the local, and Tribal, animal control policy/ordinance.
11. Requirement to list occupants
The homebuyer/resident is required to list all occupants of the unit/home on the family's admission form/record/application for

continued occupancy. Any visitors who remain for an extended period of 30 days are subject to inclusion on the family's official record.

12. Homebuyer/Resident responsibility for children and guests
The homebuyer/resident (head or spouse) is responsible for all actions of the residents, guests, and children of the home and may be held accountable for such actions.
13. Inspections
The homebuyer/resident shall permit the PRTHB to periodically inspect the unit/home and grounds.
14. Counseling
The homebuyer/resident is required to attend all mandatory counseling sessions scheduled by the PRTHB. The homebuyer/resident may be required to attend individual counseling sessions as a condition of continued occupancy.
15. Prohibition of illegal drug activities
Any conviction (including "no contest" pleas) for a drug related criminal activity shall be grounds for immediate termination in accordance with the homebuyer agreement/lease.
16. Insurance
The PRTHB shall provide required insurance on the unit structure including fire and extended coverage. The homebuyer/resident will have 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.
17. Re-certification requirements

The homebuyer/resident is required to update relevant information regarding income, family composition, payment, rent calculations etc. on an annual basis (*See Certification Process*). If the family compositions or household income from any source changes, the homebuyer/tenant must notify the PRTHB immediately (to be in accordance with NAHASDA, section 203 (a)(2)).

18. Prohibition of subleasing

The homebuyer/resident shall not take in boarders or sublet the unit without prior approval by the PRTHB. Nor shall property or premises be occupied for any other purpose than for single family dwelling. No persons will be allowed to reside or occupy the property or premises in any structures, trailers, RV's, or tents. This is not meant to preclude guests of the homebuyer/resident who may visit up to fourteen days.

19. Security deposit (rental only)

The resident is required to pay a security deposit in the amount to be determined by PRTHB. The deposit shall be refundable at the time of move-out, provided that all conditions, obligations and requirements of the PRTHB and lease agreement have been satisfied.

20. Other responsibilities/obligations under homebuyer agreement/lease

The homebuyer/resident is responsible for complying with all other responsibilities/obligations stated in the homebuyer agreement/lease.

C. Sublease policy (homeownership only)

1. Approval of sublease required

The PRTHB may approve the sublease of a home/unit under certain circumstances. The request to sublease must be in writing and state the reason for the request and the length of the sublease. In order to sublease, the homebuyer/resident must be in full compliance with the homebuyer agreement.

2. Allowable justification/reasons for sublease

The PRTHB may approve a sublease for the following reasons: employment, higher education, medical treatment or illness, military duty.

a. Higher Education constitutes full-time enrollment in a educational facility, and may only be approved for a total of 60 months aggregate.

b. Employment constitutes short term employment not to exceed twenty-four months consecutively within any ten year period.

c. Medical treatment or illness constitutes a physician verified medical condition not to exceed 36 months within any five year period.

d. Military/Duty constitutes active status within armed forces of the U.S. not to exceed six years.

3. Duration of the sublease

The PRTHB may approve a sublease for a period of up to 12 months.

4. Approval of sublease

The PRTHB may approve/disapprove any sublease based on requirements outlined in the Admissions and Occupancy Policy.

5. Form of sublease

The sublease form shall be provided by the PRTHB and executed in triplicate original with the PRTHB, homebuyer, and sub lessee each receiving an original document.

6. Sublease payment

The homebuyer payment will continue to be calculated based on the homebuyer's adjusted income.

7. Homebuyer's obligation

The PRTHB's approval of a sublease temporarily waives the homebuyer's obligation to reside in the home and use it as a principal residence for a specified period. Subleasing does not waive or otherwise exempt the homebuyer from any other requirements or obligations of this policy or the homebuyer agreement. The homebuyer will be responsible for all maintenance and repair of the unit. The PRTHB will continue to conduct the Annual Maintenance Inspection of the unit and will perform an inspection at the time the sublease is executed. The PRTHB may require a security deposit as part of the sublease agreement.

8. Termination of sublease

While the PRTHB is not a party to the sublease, the PRTHB does have a right to terminate the homebuyer agreement if the homebuyer is not in compliance with the terms and conditions of the agreement or PRTHB policy requirements. The termination shall be in accordance with the homebuyer agreement and PRTHB policy.

VII. The Certification Process (See 24 CFR Part 1000.128)

A. Annual reexamination

1. Scheduling

Homeowners/residents are required to re-certify annually. The date for re-certification will be the anniversary of the family's move-in date (initial occupancy). Re-certification includes verifying information needed to determine homebuyer payment/rent payments and other vital information concerning the family's composition and records. The PRTHB shall notify the homebuyer/resident of the need to re-certify and set a date/time for the re-certification.

2. Adjustments to homebuyer payments/rent payments
After the annual re-certification process is complete, an adjustment in payment/rent amount will be made effective the month immediately following the re-certification. Increased rent/payment adjustments will be made retroactively unless the PRTHB determines that re-certification was delayed by the PRTHB or some other third party, and that the homebuyer/resident was in no way at fault. Decreased rent/payment adjustments will be made retroactively only if the PRTHB determines that the re-certification was delayed by the PRTHB or some other third party, and that the homebuyer/resident was in no way at fault.
3. Interim re-examination
The homebuyer/resident may voluntarily request a re-examination of income and/or re-certification if he/she feels that circumstances have occurred which would affect the monthly-required payment/rent. The PRTHB will process these requests on a first-come, first-served basis.
4. Income and payment/rent presumed if family fails to provide information (*See Failure to comply or properly report information required, Section VII, F*)

If the homebuyer/resident fails to provide updated information in a timely manner, the PRTHB shall assume that there has been no substantial change and the payment/rent will remain unchanged.

5. Other required information

The homebuyer /resident may be required to submit additional information at re-certification, if the PRTHB deems it necessary to complete the family's records or to assist in determining income and payments/rent. Information which may be required includes but is not limited to social security cards (numbers) for new family members/occupants, divorce decrees, and receipts for various expenses.

B. Special re-examinations

If it is impossible to determine a family's actual income due to unstable conditions such as fluctuating or sporadic employment and income, the PRTHB may set a date for a special re-examination, at which time the family's economic condition is likely to be more stable. The PRTHB may use alternative methods of calculating annual income in cases where an accurate estimate of income cannot be arrived at or computed. (*See Payments and Rents Policy*)

C. Adjustment of utility allowances

1. Notice of adjustment

If the PRTHB determines that an adjustment in the utility allowances is to be made, the affected homeowners/residents shall be given written notice of the adjustment not less than 30 days prior to the effective date of the adjustment.

2. Effective date of change

The PRTHB will make every effort to make the effective date of the adjustment the first day of the month. In the event that the

effective date of the adjustment is not the first day of the month, the effective date of change with respect to rent/payments will be the first day of the month immediately following the effective date of the adjustment. If the effective date of adjustment is the first day of the month, then the effective date of change for rent/payment calculations will be the same day.

D. Adjustments due to errors

If the PRTHB made an error in calculating a homebuyer's/resident's payment/rent which was subsequently discovered by either the PRTHB or resident, a retroactive adjustment shall be made to the effective date of change (improper adjustment). Errors which are caused by the homebuyer/resident may also be made retroactive if the PRTHB feels that the errors were committed willfully, in an effort to receive a reduced payment/rent.

E. Procedure for re-examination

1. Submission of application for continued occupancy

At the time of the required re-certification, the homebuyer/resident shall be required to submit an application for continued occupancy, on a PRTHB prescribed form. The completed application and any attachments shall be signed by the homebuyer/resident.

2. Notice of changes

Within 30 days of the completed re-certification process, the homebuyer/resident shall be informed in writing of any changes in the required monthly payment/rent and the effective date of these changes.

F. Failure to comply or properly report information required

If a homebuyer/resident fails to provide information or provides false information for a required re-certification, it is considered a breach of the homebuyer agreement/lease and is grounds for termination of the

agreement. Providing false information to or withholding information from the PRTHB may be considered fraud, which is a crime punishable under the law. If a homebuyer/resident fails to respond to the letter requesting re-certification information, a written notice will be sent out with a deadline for submission of information. If the homebuyer/resident fails to meet the deadline, the PRTHB shall notify the homebuyer/resident of the breach of the agreement and proceed with eviction procedures outlined in the agreement and the PRTHB's collection and eviction policy.

G. Suspension of payments

The PRTHB may suspend the required monthly payments/rent for a specified period of time due to unusual circumstances, such as substantial rehabilitation/repair work being performed on the unit/house due to circumstances beyond the control of the homebuyer i.e. natural disaster etc. The homebuyer/resident may request the suspension of payments/rent and the PRTHB shall approve/disapprove the request and notify the homebuyer/resident in writing of the determination.

VIII. Home Inspections

A. Initial inspection

1. Participants

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

2. Counseling opportunity

The PRTHB shall provide the homebuyer/resident with counseling or homebuyer/resident training sessions which cover the obligations of the resident and proper homecare procedures. Attendance at counseling sessions may be a mandatory requirement prior to occupancy.

3. Documentation of conditions

At the conclusion of the initial inspection, the homebuyer/resident shall sign an inspection report detailing any deficiencies in the unit/home. The PRTHB shall correct the deficiencies within a reasonable amount of time at the discretion of the PRTHB.

4. Warranties

At the time of move-in, the homebuyer/resident shall be provided with a list/packet of the applicable warranties for that particular unit/home.

B. Annual inspection

1. Notification

The PRTHB shall provide the homebuyer/resident with written notification of the scheduled inspection at least 7 days prior to the date of the inspection. The notice shall state that the annual inspection is a requirement of the homebuyer/lease agreement and give the date and time of the inspection.

2. Inspection procedure

The PRTHB shall conduct a thorough inspection of the interior, exterior, and adjacent grounds of the unit/home. The homebuyer/resident shall sign the inspection. The homebuyer/resident shall sign the inspection report, which contains the results of the inspection.

3. Deficiencies

If the inspection reveals any deficiencies in the condition of the unit/home, the homebuyer/resident shall be given 30 days to correct the deficiencies, at which time a follow-up inspection shall be scheduled.

4. Follow-up inspection

The PRTHB shall conduct a follow-up inspection to determine if the deficiencies have been corrected. The homebuyer/resident shall be notified and given the opportunity to be present at the inspection. If the homebuyer/resident has not corrected the deficiencies, the PRTHB may terminate the homebuyer agreement/lease in accordance with the terms of the agreement, or perform the necessary work and charge the homebuyer/resident.

C. Special inspections

In addition to the annual inspection, special inspections may be required by the PRTHB if the homebuyer/resident has received unfavorable inspection reports in the past. Special inspections may be required as a condition of initial occupancy if the homebuyer/resident has a poor record of homecare at past residences.

D. Move-out inspections

Upon termination of the homebuyer agreement/lease, the PRTHB shall conduct a move-out inspection. The homebuyer/resident or representative shall be present at the inspection. The PRTHB shall prepare an inspection report which shall be signed by the homebuyer/resident. The report shall include an account of any deficiencies noted, a written estimate of the amount (dollar value) of work required, and a statement which gives the homebuyer/resident 30 days to correct the deficiencies. If the deficiencies are not corrected by the deadline, the PRTHB shall correct the deficient items and charge the homeowners/resident for the work. If the amount of the work exceeds the homebuyer's/resident's available balance, the PRTHB shall bill the homebuyer/resident for the amount outstanding.

IX. Conveyance and Conversion of Dwelling Units

A. Opportunity to purchase

A home shall be eligible for conveyance when the homebuyer has met all of the obligations of the homebuyer agreement including but not limited to purchase price paid in full, payment of settlement and closing costs, attorney's fees, payment of first year's insurance coverage and taxes (if applicable). The PRTHB will charge an administrative fee while waiting for the home to be conveyed.

B. Conveyance procedure

When the balance owed on the home equals three months of payments or less, the PRTHB shall provide written notification of the anticipated payoff. The notification shall provide a statement of the balance owed, the approximate date of payoff, and an estimate of all required charges, fees, and costs. After the notification, the PRTHB shall verify all of the accounts and financial documents to ensure accuracy. The PRTHB shall prepare all of the necessary documents and perform all required transactions to enable the home to be conveyed. Once the homebuyer has paid off the balance of the home and other necessary settlement costs, the PRTHB shall notify the homebuyer of the closing date. At the closing, the PRTHB shall provide all of the necessary documents to complete the transaction. The homebuyer and PRTHB shall execute all of the required documents and legal instruments. The homebuyer shall receive a copy of the settlement statement detailing all charges and a copy of the warranty deed (or other instrument conveying the home, e.g., lease agreement).

E. Transfer of title

Once the transaction is completed, the PRTHB shall file and record all of the necessary legal instruments. The original (recorded copy) deed or other legal instrument shall be mailed to the homebuyer within 30 days of closing.

F. Disposition of proceeds/settlement of account

Any remaining balance due to the homebuyer after closing shall be mailed to the homeowner within 45 days of closing.

G. Counseling

In order to assist homeowners with making the transition to full-fledged homeownership, the PRTHB shall provide counseling opportunities to interested homeowners.

H. Conveyance of homes on leased or restricted land

The conveyance of homes with special land status considerations will proceed as outlined earlier in this section, Section IX. Conveyance and Conversion of Dwelling Units, parts C, D, and E.

X. Conversion of Units to a Different Program

The PRTHB may approve a homebuyer's written request to convert to the rental/homeownership program if the PRTHB determines that the conversion is in the best interest of the homebuyer/resident and the PRTHB. In considering approval, the PRTHB shall evaluate factors such as financial feasibility, condition of the unit/home, repair costs and delinquencies. If all move-in and move-out requirements for both programs have been met to the PRTHB's satisfaction, any remaining balance in the homebuyer's/resident's account shall be refundable. The PRTHB shall furnish a copy of a settlement statement detailing any amounts owed or to be refunded prior to completion of the conversion.

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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3 or more children	First	5
2 children	Second	3
1 child	Third	1

Age	Priority	Points
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65+	First	5
50-64	Second	4
35-49	Third	3
24-34	Fourth	2
18-23	Fifth	1

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	First	5
Living in substandard dwelling Not economically feasible to Rehabilitate.	Second	4

XL Reservation Priority	Priority	Points
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Current Pit River Land Assignment on XL Reservation	First	10
Modoc County Resident	Second	5
Previously selected by Pit River Tribe for housing services	Third	10
Buildable homesite	Fourth	
Environmental Compliance		5
Existing Infrastructure/Utilities		5