

**PRAIRIE BAND POTAWATOMI NATION  
HOUSING DEPARTMENT  
8273 156<sup>th</sup> Lane Mayetta, KS 66509**



**MANAGEMENT POLICIES AND PROCEDURES**

**Adopted by PBP TC No. 2016-155, May 18th 2016**

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## **SECTION I: GENERAL PURPOSE**

### **MISSION STATEMENT**

The mission of the Prairie Band Potawatomi Nation Housing Department (PBPND) is to provide affordable housing options to all tribal members through the administration of its Housing Programs so as to reduce the number of tribal members who reside in substandard housing and to assist tribal members who wish to improve their standard of living.

### **POLICY STATEMENT**

This policy is designed to serve the following purposes:

1. A guide for the Prairie Band Potawatomi Nation Housing Department to use in determining eligibility, admission of applicants, selection criteria, and occupancy standards for all types of housing including but not limited to Prairie Band Potawatomi Nation tribally funded rental housing and/or programs (Tribal housing, Low-Income Housing Tax Credit housing (Tax Credit Housing), and Native American Housing Assistance and Self-Determination Act (NAHASDA) funded housing and/or programs (NAHASDA Housing) and any future housing developments.
2. A document which will provide consistent, equitable, and uniform treatment of applicants, residents, and clients.
3. A basis for decision making by PBPND Housing Department Staff.
4. A training manual for newly-hired or appointed staff to the Prairie Band Potawatomi Nation Housing Department.

### **APPLICATION OF POLICY**

This policy is applicable to all PBPND tribal housing clientele including but not limited to applicants, residents, renters, homebuyers, and PBPND tribal program participants.

## **SECTION II: ELIGIBILITY, ADMISSIONS, AND OCCUPANCY**

### **GENERAL ELIGIBILITY FOR ALL HOUSING PROGRAMS**

The purpose of this section is to determine who is eligible to participate in the following PBPB programs.

**APPLICATIONS FROM ANYONE WHO HAS A DEBT OWED TO THE NATION** will be accepted; **HOWEVER**, if the application comes up for consideration, the applicant will not be eligible to participate in any PBPB Housing Department programs until such time as the debt is satisfied. The application will not be removed from the waiting list but will be moved to the bottom. This process will repeat until such time as the past due amount owed is satisfied.

1. Applicants must provide written proof of PBPB Tribal Enrollment.
2. Applicants are not eligible to rent tribal housing if they are a lifetime registered violent or sex offender or have been banished from the reservation.
3. Applicants and potential residents must have a background that indicates they will be able to live harmoniously in the community without presenting a danger to the health and safety of others, including a criminal history that does not include any of the following (*As stated in the Potawatomi Law and Order Code, Title 15 Criminal Offenses*):
  - a. conviction of a Tier 2 and/or 3 sex offense or for murder or attempted murder, manslaughter, kidnapping or attempted kidnapping within the last 25 years.
  - b. conviction of Tier 1 or for assault with a dangerous weapon, arson, drug manufacturing or distribution/sale within the last 10 years of conviction
  - c. conviction of assault and/or battery, drug possession or use within the last 5 years
4. Applicants and potential residents must have a rental history that indicates they will occupy housing in a manner that is consistent with desirable tenants. Applicants may be denied due to any of the following findings on their rental screening application:
  - a. amounts owed for unpaid rents or damages
  - b. history of damages at previous properties
  - c. omission or falsification of application information

5. The applicant must occupy the home as a principle residence and cannot own a possessory interest in another residence in which they could be residing at the time they move into the subject property.
  - a. Applicants who own their homes must sell or transfer ownership to another name within \*6 months of move in. (\*at Director's discretion or approval and dependent upon housing market at the time)
6. Applications are ineligible for these programs if they have previously received tribally funded housing assistance consisting of Down Payment Assistance or Renovation/Repair Assistance within the last three years.
7. Applicants must not have had any past due debts owed to or have had a debt forgiven by the PBPB or the PBPBHD.
8. The applicant must not have abandoned a HUD/NAHASDA assisted home on the PBPB Reservation.

### **Low-Income Tax Credit Housing, Tribal Rental Housing Program**

For consideration for Tax Credit Housing or Tribal Housing the PBPBHD will accept applications for admission from applicants who meet the following eligibility criteria:

1. The applicant must be a Prairie Band Potawatomi Nation tribal member. If at any time the home is not occupied by at least one adult (at least 18 years of age) member of the Prairie Band Potawatomi Nation, the lease will terminate with a minimum 30-day notice.
2. The applicant's household income (after tax and other statutory withholdings) must be adequate to support a reasonable rental payment. These rental rates will be determined as follows based upon the type of housing available:
  - a. Rental rates for land acquisition housing will not exceed \$600.00/month and will be based upon the purchase price of the home
  - b. Rental rates for Low-Income Tax Credit Housing will not exceed \$365.00 be based on HUD median income guidelines in accordance with Low-Income Housing Tax Credit regulations
  - c. Rental rates for all other rental properties will be based on income and determined by a sliding scale.
3. The household may not be all full-time students at any time for Low-Income Tax Credit Housing compliance purposes.

## **Senior Low-Income Tax Credit Housing, Senior Tribal Housing, and Cluster 3 NAHASDA Duplexes**

For consideration for Senior Tax Credit Housing or Senior Tribal Housing, or Cluster 3 NAHASDA Duplexes the PBPND will accept applications for admission from *adult enrolled Prairie Band Potawatomi Nation tribal members aged 55 and older (Senior Tax Credit Housing) and 62 and older (Senior Tribal Housing and Cluster 3 NAHASDA duplexes).*

1. The applicant must be a Prairie Band Potawatomi Nation tribal member. If at any time the home is not occupied by at least one adult (at least 55 years of age or older for Senior Tax Credit Housing or 62 years of age for Senior Tribal Housing and Cluster 3 NAHASDA duplexes) member of the Prairie Band Potawatomi Nation, the lease will be terminated with a minimum 30-day notice.
2. The applicant's household income (after tax and other statutory withholdings) must be adequate to support a reasonable rental payment. These rental rates will be based upon income and determined by a sliding scale (excluding Cluster 3 NAHASDA duplexes).

## **Tribal Lease/Purchase Housing Program**

For consideration for the Tribal Lease/Purchase Program the PBPND will accept applications for admission from Native American applicants who, at the time of application meet at least one of the following eligibility criteria:

1. The applicant must be an adult Prairie Band Potawatomi Nation tribal member aged 18 and over.
2. The applicant's gross annual household income must be adequate to support a payment of not less than \$550.00/ month plus insurance and maintenance. Therefore the applicant's debt-to-income ratio, including housing cost, cannot exceed more than 41% of their gross income. In addition, 30% of the applicant's gross household income needs to be adequate to reasonably support said payment and expenses.
3. The applicant must be current on all debt obligations and not have had:
  - a. a foreclosure or bankruptcy filing within the last 36 months
  - b. and eviction from housing within the last 36 months
  - c. an outstanding IRS lien or other tax lien with no satisfactory arrangement for payment
  - d. three or more rent payments late within the last twelve months or have an unsatisfied judgment relating to a nonpayment within the last 12 months
  - e. an outstanding judgment by the United States obtained in a federal court,

other than tax court

If an applicant has one or more of these events occur while occupying the home or has a material breach of the lease agreement, the occupant will be subject to a termination of the lease upon 30 days' notice.

### **LOW-RENT/LOW-INCOME HOUSING (NAHASDA HOUSING)**

The PBPN Housing Department will accept applications for admission from Native American applicants who, at the time of application meet at least one of the following eligibility criteria:

1. **Family:** An applicant must qualify as a family. A family includes a family with or without children, an elderly family, a near-elderly family, and a disabled family. A single pregnant woman qualifies as a family.
2. **Low-Income:** An applicant must meet the definition of low-income family. The term low-income means a family whose income does not exceed 80% of the area median income.
3. An applicant must income qualify at initial move in; yearly recertification's may be done to adjust rent in accordance to *NAHASDA statue Sec. 203 (a)(2)* at tenant's request if income declines.

### **TEMPORARY EMERGENCY DISASTER HOUSING**

The PBPN Housing Department will accept applications for *temporary, emergency admission* to Housing due to a disaster which displaces a tribal member.

A disaster shall include, but not be limited to, fire, flood, tornado, and other disasters as may be defined by the administration at a later date.

This temporary housing opportunity will only exist when the following three factors are met:

1. The Housing Department has available, unoccupied units which are ready or can be reasonably be made ready by the department to accommodate the emergency need.
2. The applicant is an enrolled Prairie Band Potawatomi Nation aged 18 years or older.
3. The applicant has experienced a bona fide disaster emergency that can be verified and documented, resulting in a total loss of the residence.

This emergency program will only provide temporary respite for applicants to alleviate the stress of finding long-term or permanent housing solutions after a disaster emergency. The duration of

the stay shall be determined by both applicant-need and housing availability. In no case shall the duration of the stay exceed six months unless otherwise approved by Tribal Council.

All applicants must meet the standard eligibility rules and screening processes to ensure they will meet the occupancy requirements of the Prairie Band Potawatomi Housing Department, will execute a lease agreement, and will be responsible for payment of rent in accordance with the Housing Policies of the PBPND.

## **NATIONAL PROGRAMS**

### **Renovation & Repair**

This program provides up to \$5,000 for eligible tribal member homeowners for health, safety, social, and other reasons necessitating housing repairs and renovations to their primary residence. Households and the structure may only receive one award per three-year (3) period. The Renovation Repair awards are based on a first come, first served basis, approval is received only when all program information is received and awards distributed until funds are depleted for this program.

1. Eligibility Requirements
  - a. Applicant must be an adult, enrolled PBPND tribal member.
  - b. Applicant must not have any past due debts owed to PBPND or the PBPND.
  - c. Applicant must provide a copy of a proof of homeownership, a Warranty Deed, Long Term Land Lease, or Title of the home to be renovated.
2. Eligible Activities and Ineligible Activities are listed in the guidelines on the application.
3. Program Requirements
  - a. The property list for renovation or repair must be the applicant's primary residence.
  - b. The applicant must be listed as an owner of the property to be renovated and/or repaired or must have a long-term land lease with ownership of the residence. Properties associated with a "Rent to Own" or "Lease Purchase" contract are deemed ineligible for this program.
  - c. The property must be located in the United States and legally zoned for residential use.
  - d. Homes must be designed of wood frame construction. Modular, manufactured, or mobile homes of any age as defined herein are eligible with a permanent foundation. Travel trailers, recreational vehicles, and "Tiny Homes" are not eligible for this program.
  - e. All applicants whose homes were built prior to 1978 will be required to have a Lead-Based Paint Inspection on their entire property in accordance with HUD 24 CFR § 35 and EPA 40 CFR § 745.
  - f. Entire property consists of a whole house inspection, including garage or any other structure that may be included for renovation or repair, must be completed. Partial inspections will not be accepted.

- g. All Lead Based Paint Inspections must be performed by a certified Lead Based Paint Inspector and verification of certification must be submitted. Home inspections do not qualify.
- h. If a whole house Lead Based Paint Inspection has previously been completed, a copy of that report must be submitted with each new application.
- i. Renovations and repairs must be completed by an Insured contractor(s) and/or sub-contractor(s). If positive Lead findings were found in the area to be renovated, your contractor(s) and/or sub-contractor(s) must have Lead Safety Certification. Both documents must be provided PRIOR to approval of work.
- j. Any one (1) bid/project which totals over \$3,500 will require 3 bids per Tribal policy.
- k. All renovation or repair bid(s) must contain your selected contractors Commercial Liability Insurance and Lead Safety Certification (where applicable) in order to receive approval.
- l. All renovation or repair bids must have prior approval before work is started. Approval will be sent to the applicant when approved.
- m. Any new contractor, vendor, or recipient is required to provide a W9 form according to the Internal Revenue Code 6109. Failure to furnish this information, payments will not be released and are subject to up to a 30% backup withholding or penalty.
- n. Any work that does not have prior approval will not be covered in this program.
- o. Any dollar amount that goes over the award/grant amount is the applicant/homeowners responsibility.
- p. Applicant must abide by all local and state laws regarding contractor's permits, ordinances & zoning.
- q. All rules and regulations of the Davis-Bacon Act of 1931 will be enforced and apply.
- r. All applicants may be subject to an Environmental Review in compliance with CFR § 58.

### **Down-Payment Assistance**

This program provides up to \$10,000 for eligible, tribal members towards homeownership. This award is to be used as a down payment for the purchase of a single-family home in standard or better condition or toward the build of a new single-family home.

Households may only receive one grant per three (3) year period. The Down Payment awards are based on a first come, first served basis, approval is received only when all program information is received and awards distributed until funds are depleted for this program.

#### **1. Eligibility Requirements**

- a. The Applicant must be an adult, enrolled PBPB tribal member.
- b. Applicant must not have any past due debts owed to PBPB or the PBPBHD.



## 2. Program Requirements

- a. The Applicant(s) must obtain own financing.
- b. The Applicant(s) household annual gross income must be adequate to support a mortgage payment, taxes, insurance, and maintenance.
- c. Applicant(s) will be required to participate in an approved homebuyer education program prior to commitment of the award or loan.
- d. Applicant(s) will be required to submit a copy of their Closing Statement upon final close of the home. Failure to provide a Closing Statement will prevent the applicant from receiving any future assistance.
- e. The home to be purchased must be used as the Applicant's primary residence.
- f. The home to be purchased must be located within the United States.
- g. The home to be purchased must be located on land zoned for residential purposes and must meet all tribal, state and local construction and placement specifications applicable for the area in which it will be located.
- h. The home to be purchased must be in standard or better condition and meet inspection requirements of the Applicant's lender.
- i. If the home to be purchased was built prior to 1978, it will require a Lead Based Paint Inspection on their entire property in accordance with HUD 24 CFR § 35 and EPA 40 CFR § 745.
- j. All Lead Based Paint Inspections must be performed by a certified Lead Based Paint Inspector and verification of certification must be submitted. Home inspections do not qualify.
- k. Properties which are ineligible for this award include:
  - l. Vacant land on which no house is immediately planned to be constructed or utilities not established
  - m. Homes which are in less than standard condition
  - n. Rental or commercial property
  - o. Mobile homes or travel trailers
  - p. "Tiny Homes"
  - q. Rent to own or Lease Purchase
  - r. Homes that have already been purchased & closed

## **RIGHT TO REJECT APPLICATIONS**

The PPBNHD has the right to reject applications for housing in cases where it has been determined that admission of the applicant would be damaging to the health, safety or welfare of other residents, or the financial stability or physical environment of the PPBNHD.

In order to determine whether the admission of an applicant would be damaging to the health, safety or welfare of residents, the PPBNHD will take into account the following considerations:

1. The applicants past performance in meeting financial obligations.

2. Any record of disturbances of neighbors, destruction of property or living or housekeeping habits which may be damaging to the health, safety or welfare of other residents.

## **APPLICATION PROCEDURES**

Applicants who wish to apply for the PBPND Housing Programs must submit an application to the PBPND. Applicants who also qualify for Senior Housing or Lease/Purchase Housing may apply for all programs they meet basic eligibility requirements. Each applicant will be required to provide all information requested on the application and to sign all necessary forms, document, and certifications for the type of housing program they qualify for. All information or any statements made by the applicant are subject to verification.

Applications shall be received at the PBPND office located at 8273 156<sup>th</sup> Lane, Mayetta, KS 66509. All applications are to be fully completed and signed or they will not be accepted. Immediately upon receipt, the application will be date/time stamped and initialed by the PBPND staff. Completed applications with all attachments may be mailed or delivered in person. Faxed or emailed applications will not be accepted. Only original applications with a copy of CDIB and original signatures will be considered.

## **MAINTAINING THE WAITING LIST**

Separate waiting lists shall be maintained by the PBPND Staff for the Rental Housing Programs, the Senior Housing Programs, and the Lease/Purchase Program.

The applicant is responsible for making corrections or updating the application on an annual basis. Failure to update an application at least once during any 12-month period from application date is grounds for removing the family or single person application from the waiting list.

## **NOTIFICATION OF APPLICANTS**

### **Eligible Applicants**

1. Each Applicant determined to be eligible for available housing by PBPND Staff and Housing Director will be promptly notified in writing of eligibility.
2. The PBPND shall keep a copy of the notification on file.

## **Ineligible Applicants**

1. Each applicant determined to be eligible for available housing by PBPND housing program shall be notified in writing as to why they were determined ineligible.
2. The PBPND shall keep a copy of the notification on file.

## **SECTION III: SELECTION POLICIES**

### **SELECTION PROCEDURES AND REQUIREMENTS**

The waiting lists shall be maintained as set forth in this policy in accordance with appropriate selection preferences used by the Housing Property Manager and Housing Director in selecting tenants for vacant or new units.

For the purposes of all Tribal Housing and Tax Credit Housing preferences shall be as follows:

1. All applications shall be given priority based upon the date/time the application is received.

For the purposes of all NAHSDA Housing preferences shall be as follows:

1. Applicant family whose head of household or spouse is an enrolled Prairie Band Potawatomi Nation tribal member.
2. Applicant family whose head of household is an enrolled member of any federally recognized tribe.
3. Applicant non-Indian family determined to be eligible to receive assistance.

The Property Manager and/or Housing Director shall select from the waiting list as prepared, those applicants meeting the selection criteria as defined in Section II.

Once a unit becomes available PBPND Staff will review the appropriate housing applicant waiting list to determine who the next applicant is. PBPND staff will then determine, based upon information provided by the applicant on the application, if that applicant meets the eligibility requirements for occupancy in that type of housing (e.g. Tax Credit Housing). If the applicant does not meet the eligibility requirements for that type of housing the applicant will maintain his/her spot on the waiting list and PBPND staff will move on to the next applicant and repeat this process until such time as an eligible applicant is found.

Only applicants qualifying as an elderly family shall be eligible for admission to units designated by the PBPND for the elderly or persons with disabilities.

### **NOTIFICATION OF SELECTED FAMILIES**

The PBPND shall notify in writing those applicants selected for occupancy. The notice shall include the following statements:

1. The applicant has been selected to participate in the rental, senior rental, or lease/purchase program.
2. The applicant will be required to meet with and provide to the appropriate PBPND Staff all the necessary documentation for occupancy in the available unit.
3. The address and/or location of the available unit.
4. A statement that the applicant has 7 days within the state of Kansas & 10 days for other states, in which to respond to the notice either by accepting or rejecting the unit offered.
5. A statement that failure to respond within that time period shall be regarded as a rejection of the offer and will be put on the inactive list.
6. Updated information on an inactive application will be placed at the bottom of the active waiting list.
7. A statement that a rejection of the offer will result in the applicant's application being placed at the bottom of the waiting list.
8. A rejection or non-response to two offers of housing will result in removal from waiting list
9. Verification of all family income must be provided prior to occupancy or approval for occupancy, preferably at the time of the pre-occupancy review.
10. Notice that the head of household must be in attendance for move-in inspection, which will occur after the occupancy review.

## **VERIFICATION OF INFORMATION**

### **Tribal Housing, Senior Tribal Housing, Lease/Purchase**

1. All information provided by the selected applicant must be verified by the PBPND prior to move-in.
2. Certification by the head of household is sufficient to verify family composition.
3. Income must be verified through appropriate forms at the time of admission and again at each re-certification.

4. Release of information: The selected applicant must sign the appropriate form for release of information relating to their occupancy.
5. If the PBPND is not allowed or permitted to secure the appropriate information relating to the applicant's eligibility requirements, the applicant will not be allowed to occupy the designated unit until such time as required information is provided or until such time as a reasonably established deadline designated by the PBPND has passed. If no information is provided by the designated deadline, applicant will be placed at the bottom of the waiting list.
6. Applicants must provide written proof of PBPND Tribal Enrollment.

### **Tax Credit Housing, Senior Tax Credit Housing**

1. All information provided by the selected applicant must be verified by the PBPND prior to move-in.
2. Income must be verified through appropriate forms at the time of admission and again at each re-certification.
3. Release of information: The selected applicant must sign the appropriate form for release of information relating to their occupancy.
4. If the PBPND is not allowed or permitted to secure the appropriate information relating to the applicant's eligibility requirements, the applicant will not be allowed to occupy the designated unit until such time as required information is provided or until such time as a reasonably established deadline designated by the PBPND has passed. If no information is provided by the designated deadline, applicant will be placed at the bottom of the waiting list.
5. Applicants must provide written proof of PBPND Tribal Enrollment.

### **NAHASDA Housing**

1. All information provided by the selected applicant must be verified by the PBPND prior to move-in.
2. Certification by the head of household is sufficient to verify family composition
3. Income must be verified through appropriate forms at the time of admission and again at each re-certification when applicable according to Section IV (6).

4. Doctor's certification: A doctor's certification as to the degree and length of disability is required for persons with disabilities who are not receiving Social Security benefits in order for the family to receive the deduction of medical expenses.
5. Release of information: The selected applicant must sign the appropriate form for release of information relating to their occupancy.
6. If the PBPND is not allowed or permitted to secure the appropriate information relating to the applicant's eligibility requirements, the applicant will not be allowed to occupy the designated unit until such time as required information is provided or until such time as a reasonably established deadline designated by the PBPND has passed. If no information is provided by the designated deadline, applicant will be placed at the bottom of the waiting list.
7. If applicant is claiming tribal or Indian Preference, it is the applicant's responsibility to provide written proof.

#### **SECTION IV: OCCUPANCY POLICIES**

Definitions - The following definitions of income shall be used in calculating rent payments:

1. **ADJUSTED GROSS INCOME** - as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes.
2. **ADJUSTED INCOME (FAMILY INCOME)** - the income on which rent or homebuyer payments are based. This is the total family income minus all exemptions and deductions for which they are eligible.
3. **MONTHLY ADJUSTED INCOME** - the family income divided by (12) twelve.
4. **ELDERLY AND NEAR-ELDERLY FAMILY** -The term "elderly and near-elderly family" means a family whose head (or his or her spouse), or whose sole member is an elderly person or a near-elderly person, respectively. Such terms include 2 or more elderly persons or near-elderly persons living together, and 1 or more such persons determined by the PBPND to be essential to their care or well-being.

#### **5. DEDUCTIONS FOR OCCUPANTS OF NAHASDA HOUSING SHALL BE AS FOLLOWS:**

- a. YOUTHS, STUDENTS, AND PERSONS WITH DISABILITIES \$480

for each member of the family residing in the household (other than the head of household or the spouse of the head of household) -

- i. who is under 18 years of age
- ii. who is:
  - 18 years of age or older; and
  - A person with disabilities or a full-time student
- b. ELDERLY AND DISABLED FAMILIES - \$400.00 for an elderly or disabled family.
- c. MEDICAL AND ATTENDANT EXPENSES - The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of:
  - i. medical expenses, in the case of an elderly or disabled family; and
  - ii. Reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
- d. CHILD CARE EXPENSES - Childcare expenses for the care of children 16 years of age and younger, to the extent necessary to enable another member of the family to be employed or to further his/her education.
- e. EARNED INCOME OF MINORS - The amount of any earned income of any member of the family who is less than 18 years of age.
- f. TRAVEL EXPENSE -Excessive travel expenses, not to exceed \$25 per family per week, for employment or education-related travel. Travel must be at least twenty (20) miles or more one way.
- g. OTHER AMOUNTS -Any per capita payments made by any tribe to a resident.

**6. TOTAL RESIDENT PAYMENT FOR OCCUPANTS OF NAHASDA HOUSING SHALL BE AS FOLLOWS:**

Total resident payment in the PBPND NAHASDA assisted Rental Program shall be:

- a. Thirty (30) percent of the Monthly Adjusted Income minus any applicable



utility allowance.

- a Total payment shall not be less than \$0.
- b Total payment shall not be more than \$250.00.

## **7. ADDITIONAL CHARGES**

- a. The PBPND will charge the resident for any damages to the rental housing units which are the result of the resident's negligence or abuse of the property.

## **8. TRANSFERS**

- a. Transfers of Tribal Housing residents to different units shall be permitted only upon re-application of existing resident and placement on the waiting list with all other non-PBPND residents.
- b. Transfers of NAHASDA funded Housing residents will be approved only if the following criteria are met:
  - i. The size of the family changes and the dwelling is no longer appropriate to the family's need as determined by the PBPND Property Manager and/or Director.
  - ii. There is another suitable NAHASDA funded Housing unit available for transfer.

## **9. SECURITY DEPOSIT**

- a. A security deposit must be paid by the residents of the PBPND as follows:
  - i. Tribal Rental Housing Program, Low-Income Tax Credit Housing, NAHASDA Low-Rent Housing: Equivalent of one month's rent but not less than \$250.00.
  - ii. Senior Tribal Rental Housing Program, Senior Low-Income Tribal Housing, and Senior NAHASDA Low-Rent Housing: No security deposit required.
  - iii. Tribal Lease/Purchase Housing Program: No security deposit required.
- b. The security deposit will be deposited into an appropriate account and will not be used except when the resident vacates the unit and leaves with unpaid delinquent rent charges associated with move-out.
- c. The security deposit will be returned to the resident when the resident vacates the unit if:
  - i. There is no unpaid rent or other charges owed to the PBPND by the resident.

- ii. The move-out inspection shows that the unit is reasonable clean with no damages except those resulting from normal wear and tear as determined by the PBPND.
  - iii. The keys are returned to the PBPND Office. A charge against the security deposit will be made for residents who fail to return the keys.
- d. Within thirty (30) days the PBPND will forward to the vacating resident a written accounting of the use of the security deposit, plus a check for any unused amount.

**10. PETS**

- a. Where pets are permitted, they must be kept in compliance with the Tribe’s Animal Control Ordinance found in the Potawatomi Law and Order Code.
- b. Tenants shall not keep farm animals, including horses on the property.
- c. Tenants shall keep no domestic animals on or about the leased premises without the prior, express and written consent of PBPND and evidence of registration with the PBPND Tribal Police Department. There shall be a nonrefundable pet deposit due to the PBPND.

**11. LEASE RENEWAL AND RECERTIFICATION OF MONTHLY PAYMENTS**

All residents of the PBPND are required to recertify their household income and/or to renew their lease on an annual basis as requested by the PBPND to determine if rent adjustments (where applicable) are necessary and to verify household make up.

- a. Regularly Scheduled Re-certification
  - i. Rent payment adjustments are determined at a re-certification interview in accordance with the established reexamination schedule as follows:
    - Tribal Rental Housing Program:  
All residents of Tribal Rental Housing Program (including seniors) are required to re-certify their household income and/or to renew their lease annually. The date for re-certification/lease renewal will be the anniversary of the family’s move-in date (initial occupancy).
    - Low-Income Tax Credit Housing:  
All residents of Low-Income Tax Credit Housing (including seniors) are required to re-certify their household income, household make up, and to renew their lease annually. The date for re-certification will be the anniversary of the family's move- in date (initial occupancy).
    - NAHASDA Low-Rent/ Low-Income Housing:  
All residents of NAHASDA Low-Rent Housing (excluding Cluster

3 seniors & 1 low rent unit, unless Section IV (6) applies) are required to re-certify their household income, household make up, and to renew their lease annually. The date for re-certification will be the anniversary of the family's move- in date (initial occupancy).

- b. Interim Re-certifications
  - i. Residents are required to report all changes in income and/or family composition to the PBPNDH within ten (10) days of occurrence of such changes.
  - ii. Rent payments may be adjusted (increased or decreased) when there is an increase or decrease in a resident family's gross income at the discretion of the PBPNDH.
  - iii. Residents will be notified in writing of any monthly payments adjustments and the notice will state the effective date of the adjustment.
  - iv. For monthly payment decreases resulting from interim re- certifications, the adjustment will become effective on the first day of the month following the report of a change in income. Increases in monthly payments shall become effective the first day of the month following a thirty-day notice of change.
  
- c. If the PBPNDH determines that the resident has willfully misrepresented or withheld the facts upon which the resident based his/her reporting an increase in their monthly payment may be retroactive to a date that the PBPNDH will determine.

## **12. VOLUNTARY MOVE-OUT**

- a. Residents who wish to move out of rental program units are required provide the PBPNDH with thirty (30) days written notice of their intention to vacate.
- b. Residents of the Lease/Purchase Program who wish to terminate their Contract for Deed are required to notify the PBPNDH with thirty (30) days written notice.

## **13. INSPECTION AND DAMAGE CHARGES**

- a. Move-in inspections: The PBPNDH will conduct a pre-occupancy inspection prior to move-in.
- b. Move-out inspections: The PBPNDH will conduct a move-out inspection within 72 hours after voluntary move-out or eviction.
  - i. Any damage determined to have been caused through the fault or neglect of the resident family rather than through normal wear and tear shall be charged against the resident's security deposit.

- ii. If damage charges exceed the security deposit, the resident shall be billed for the excess amount. Failure to pay damage charges will result in court action to collect.
  - iii. Vacating residents who fail to pay any damage or other charges owed to the PBPNHD shall be ineligible for any further assistance from the PBPNHD until such time as the owed amounts are repaid.
  - iv. Any personal property or household goods and furnishings belonging to the resident or homebuyer that are left on the premises after voluntary or involuntary move-out of the unit shall be removed after 72 hours by PBPNHD Maintenance Personnel.
  - v. Said property or household goods and furnishings shall be placed in a secure place in a building on the property or at the PBPNHD Maintenance facilities for no less than five (5) days.
  - vi. If the property has not been claimed within five days, the Housing Director shall determine whether said property shall be disposed of. The disposal method shall be removal of said property to the closest dumping facility or the sale of said property to pay damages or other expenses due on the vacated property by the tenant or homebuyer.
- c. Inspections: The PBPNHD will conduct inspections of all units. The residents will be notified at least one week in advance of this inspection whenever possible. No less than 24 hours' notice shall be given for scheduled inspections.
- (1) The PBPNHD will conduct, or arrange to have conducted, a pre-occupancy inspections utilizing the adopted Housekeeping Standards and inspection form to insure the unit is a healthy, safe, and decent place to reside prior to moving in. If the unit does not pass the inspection, PBPNHD will make necessary repairs to bring the unit up to the minimum requirements. If PBPNHD does not make the repairs, the unit cannot be moved into.
  - (2) The PBPNHD will also conduct special inspections if it is reported that the dwelling no longer meets the minimum. If it is determined that the unit no longer meets the minimum requirement, the PBPNHD will request to make necessary repairs. If PBPN is unable to make the repairs, the PBPNHD will allow the tenant to transfer to a unit that does meet the requirements.

## **14. HOUSEKEEPING STANDARDS**

In an effort to improve the livability and conditions of the units owned and managed by the PBPNHD, uniform standards for resident housekeeping have been developed for all tenants.

- a. **PBPNHD Responsibility:** The standards that follow will be applied fairly and uniformly to all tenants. The PBPNHD will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the PBPNHD will notify the tenant in writing if he/she fails to comply with the standards. The PBPNHD will advise the tenant of the specific correction(s) that the tenant will be required to perform to establish compliance, and indicate whether or not mandatory counseling is required. Within a reasonable period of time, the PBPNHD will schedule a second inspection. Failure to comply with (3) three requests for unit inspection within 30 days will constitute a violation of the Policy terms and is grounds for termination of the Use & Occupancy Agreement and may result in eviction. Training will be available at no cost to the tenant requesting or needing assistance in complying with the Housekeeping Standards.
- b. **Participant Responsibility:** The tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the Use & Occupancy Agreement terms and can result in eviction.

c. **Housekeeping Standards: Inside the Unit**

i. **General:**

- Walls should be clean and free of excessive dirt, grease, holes, cobwebs, and fingerprints.
- Floors should be clean, dry, and free of hazards
- Ceiling should be clean and free of excessive cobwebs •
- Windows should be clean and not nailed shut; shades, blinds or window coverings shall be properly installed.
- Blankets or other material which prevent proper ventilation shall not be used as window covering.
- Woodwork should be clean and free of excessive dust, gouges, or scratches.
- Doors should be clean, free of grease and fingerprints, with functional locks.
- Heating units should be dusted and access uncluttered.
- Trash shall be disposed of properly and not left in the unit.
- Entire unit should be free of rodent or insect infestation.

ii. **Kitchen:**

- Stove should be clean and free of excessive food and grease.
  - Refrigerator should be clean and free of mold or aged food. Freezer door should close properly and gaskets should be clean.
- Cabinets should be clean and neat. Cabinet surfaces and counter tops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit

access for repairs. • Exhaust fan filters should be free of grease build up.

- Sink should be clean, free of grease and garbage. Dirty dishes should be minimal and washed on a routine basis.
- Food storage areas should be neat and clean without spilled food.
- Trash/garbage should be stored in a covered container until removed to the disposal area.

**iii. Bathroom:**

- Toilet and tank should be clean and odor free. Condensation should be wiped regularly.
- Tub and shower should be clean and free of mold and mildew. Where applicable, shower curtains should be in place, and of adequate length to prevent spillage.
- Sink should be clean.
- Vanities should be kept clean and free of water leakage.
- Exhaust fan should be free of dust build up.
- Floor should be clean and dry.

**iv. Storage Areas:**

- Linen closet should be clean
- Other closets should be clean
- No highly flammable materials should be stored in the unit.
- Other storage areas should be clean and free of hazards.

**v. Utility Areas:**

- Laundry areas should be clean and neat. Lint should be removed from dryers after use.
- Clothes or other materials shall not be piled against walls.
- Utility room should be free of debris, motor vehicle parts, and flammable materials.

**vi. Housekeeping Standards: Outside the Unit**

- Yards are to be free of debris, trash, and inoperable vehicle and vehicle parts.
- Exterior walls should be free of graffiti.
- Porches (front and rear) should be clean and free of hazards. No items are to be stored on the porch. Porch furnishings shall not impede access to the unit.
- Steps (front and rear) should be clean and free of hazards.
- Sidewalks should be clean and free of hazards.
- Storm doors should be clean, with glass or screens intact.
- Hallways should be clean and free of hazards
- Yards are to be maintained at the tenant's expense.

**15. EVICTIONS**

- a. Eviction action resulting from non-payment of monthly payments shall follow the described in the PBPND Collection Policy and the Prairie Band Potawatomi Nation Law and Order Code Title 20-3: Eviction Code.

**16. ABANDONMENT OF UNIT**

- a. Abandonment: If at any time during the term of the lease, the tenant abandons the premises or any part of the premises, PBPND may, at its option, enter the premises by any means without being liable for any prosecution for such entering, and without becoming liable to the tenant for damages or terminate the lease.
  - i. Abandonment may be demonstrated by a combination of two (2) or more of the following:
    - Unit has been reported uninhabited and left uninhabited for more than 30 days;
    - Power or Utilities disconnected;
    - Failure to maintain payments;
    - Failure to respond to communication and home visits.

**17. RULES OF OCCUPANCY**

- a. All residents agree, upon signing, to adhere to all terms of their lease, sublease, and/or Contract for Deed.
- b. In order to prevent overcrowded conditions and unusual wear and tear on units, the following schedule shall be adopted to determine household size for occupancy:

# of Bedrooms	Minimum # of Occupants	Maximum # of Occupants
1	1	2
2	1	4
3	2	6
4	3	8
5	4	9
6	5	9

- c. The resident, members of his/her household and visitors shall comply with all laws affecting the use of occupancy of the premises.
- d. The resident shall not create any disturbances that would cause annoyance or discomfort to other residents or the community.

- e. The resident shall keep the premises in a clean and sanitary condition and shall take proper care and remove all litter and rubbish.
- f. The person(s) whose name is on the lease and/or Contract for Deed is responsible for all actions of children and other residents of the unit as well as visitors to the unit.
- g. The resident shall appropriately deposit all garbage, trash and rubbish in receptacles either provided by the PBPNDH or at the residents own expense.
- h. Rubbish/trash must not be burned without a permit.
- i. The resident shall notify the PBPNDH *promptly* of the need of any repairs to the premises. The resident will be charged a labor charge plus materials for damages due to negligence or mistreatment of property. The PBPNDH will not be responsible for reimbursement of repairs made to the premises that were not reported to the PBPNDH for repair.
- j. Plumbing, electrical or gas-burning equipment shall not be used for any other purposes than those for which they are intended. Equipment shall not be adjusted or modified by the resident. The resident shall report faulty equipment to the PBPNDH. The PBPNDH will not be responsible for reimbursement of repairs made to equipment that were not reported to the PBPNDH.
- k. Resident shall not make any structural modifications or additions to the unit without prior approval of the PBPNDH. A request for modification must be made in writing and must provide detailed information regarding the proposed changes.
- l. The PBPNDH will not be responsible for any articles or any personal property, including mail, left with any employee.
- m. The PBPNDH will not be responsible for damages to personal property of the resident due to flood, mold, or other issues. Residents are advised to secure renter's insurance for their personal property.
- n. Flammable items, gasoline, solvents, etc., must not be kept in dwelling unit.
- o. Vehicles shall be parked only in designated parking areas. Vehicles in inoperative condition or without current license plates for thirty (30) days must be removed from the premises. If the resident fails to remove the vehicle, the PBPNDH will have it removed at the resident's expense.
- p. Residents may not sublease units, take in boarders or use the house or grounds as a place of business without PBPNDH approval.



## **SECTION V: SELF-MONITORING POLICIES FOR NAHASDA**

### **Prairie Band of Potawatomi Nation (PBPN) Self-Monitoring Policies and Procedures**

These policies and procedures were adopted by the governing board of the Prairie Band of Potawatomi Nation (PBPN) by Resolution Number \_\_\_\_\_ dated \_\_\_\_\_.

#### **Policy Statement**

The governing body of the PBPN Nation recognizes the fact that PBPN is responsible for establishing a self-monitoring policy and conducting compliance assessments as required by Section 403 of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) and 24 CFR 1000 Subpart F entitled 'Recipient Monitoring Oversight, and Accountability.' This policy is to be utilized by the PBPN staff to monitor and assess the activities of the PBPN to ensure compliance with applicable Federal requirements and monitoring performance of activities in the PBPN's Indian Housing Plan (IHP).

Therefore, the PBPN will prepare periodic progress reports to submit to the PBPN, along with the annual assessment and the Annual Performance Report (APR).

This policy is intended to establish an easy-to-use compliance assessment system that includes self-monitoring procedures to be used by the PBPN as a management tool in operating the PBPN as a property management business.

#### **1. Conducting Compliance Assessments**

The Director shall determine each year what approach to take in conducting self-monitoring compliance assessments in accordance with this policy. The Director shall ensure that the assessments are conducted with an objective and impartial perspective and that no one is reviewing their own work.

##### **a. Approaches**

The approaches that may be used to conduct the compliance assessments include, but are not limited to, the following:

- i. Develop a Housing Assessment Committee composed of staff, members of the governing body and/or council; and/or
- ii. Procure the services of an outside third party that has technical knowledge and experience in the areas being assessed.

**b. Methods**

The Director shall work with the compliance assessor(s) to determine the most effective method, or combination of methods, to utilize in conducting the selfmonitoring compliance assessments in accordance with this policy. Compliance assessments may be conducted through the following methods:

**Management interviews with managers and/or program administrators.** The assessor shall conduct one-on-one interviews with the respective managers or administrative personnel to obtain their insights into how they adhere to specific compliance questions. The assessor shall gather a sufficient amount of corroborating information to exercise his/her judgment in determining the consistency of and degree of adherence to the applicable regulatory requirements.

**Facilitated sessions.** An independent third party shall act as a facilitator and conduct self-assessment workshops with the managers and administrative staff to talk through the monitoring issues as a group. The role of the facilitator shall be to lead the group's discussion and bring the group to consensus on the appropriate response to compliance questions.

**Standard Operating Procedures Review.** The assessor shall review the PBPN's standard operating procedures including all of the policies and governing documents required by NAHASDA, as well as, the PBPN's contracts and established internal controls. The assessor shall analyze how well the staff adheres to the adopted policies and procedures. The assessor shall also select a random sample of transaction files and determine whether the documentation included and recorded in the files conforms to established operating procedures. The assessor may choose to compile a checklist and analyze the information and answer the compliance questions on the checklist.

**2. Monitoring Strategy and Plan**

- a. The PBPN shall develop and complete a Monitoring Strategy and Plan each plan year, encompassing the following items:
  - i. Self-monitoring compliance assessments start and completion dates
  - ii. Approach to take to conduct and complete the different compliance assessments as described in Section 1.a.
  - iii. Frequency of conducting and completing the compliance assessments (annually, semiannually, quarterly)
  - iv. Procedures to resolve any identified deficiencies or concerns
  
- b. The PBPN Director shall provide a copy of the Monitoring Strategy and Plan to all staff and to the PBPN governing body. Any amended plans will be distributed to the same individuals.

**3. Areas to be Monitored for Compliance**

**a. List of Areas**

- i. Organization and Administration of Programs
- ii. Planning and Reporting
- iii. Eligibility, Admissions, and Occupancy
- iv. Financial Management and Internal Controls
- v. Procurement and Contract Administration
- vi. Labor Standards and Construction Management
- vii. Maintenance and Inspection of Physical Assets
- viii. Environmental Compliance
- ix. Audit Reports

**b. Additions to List**

The Director may add any additional areas to the list as recommended by the governing body or any HUD notices, guidance, or guidebooks.

**4. Resolution of Noncompliance Areas and Issues**

**a. Recommendations**

- i. If deficiencies are discovered during the assessments performed in accordance with these procedures, the Director will establish a Performance Improvement Plan with target dates and corrective actions to ensure resolution and to prevent the recurrence of the deficiencies.
- ii. The Performance Improvement Plan will be submitted to the PBPN governing body within 30 days of completion of the assessments.

**b. Oversight Responsibility**

The Director will be responsible for providing oversight to ensure that all deficiencies are corrected and for concurring on the closure of each identified deficiency.

**5. Reporting**

The PBPN's Housing Department's self-monitoring compliance assessment activities conducted in accordance with this policy shall be summarized in a report and presented to the PBPN's Tribal Council.

A summary of the self-monitoring activities will be included on the APR form to demonstrate that the PBPN is in compliance with 24 CFR §1000.502.

## **SECTION VI: MAINTENANCE POLICY**

### **Policy Statement**

The purpose of this policy is to specify how the housing units owned and managed by the PBPND shall be maintained to provide a decent, safe, and healthy living environment for all residents of the PBPND. The maintenance of the dwelling units will be performed in compliance with applicable housing codes quality standards and with any applicable NAHASDA regulations. This policy describes the responsibilities of both the PBPND and residents in assuring that the housing units are well maintained.

### **Development of Housing**

1. Design and Construction - The PBPND in coordination with Construction Management shall make efforts to ensure that during the design and construction of housing projects, potential future maintenance problems are identified and eliminated.
  - a. Past maintenance experience shall be used in establishing design and construction requirements to be met by the architects and contractors.
  - b. Houses may not be constructed on sites that may be conducive to longterm maintenance problems.
  - c. Materials and equipment shall be selected with consideration given to ease of maintenance and availability of replacement parts and service.
  - d. All construction shall be adequately inspected so that faulty work may be corrected and will not result in maintenance costs to the Nation and/or homeowner.
2. Approval of Occupancy -The PBPND shall not approve for occupancy any newly constructed units until all work specifications and inspection "punch list" items have been completed.
3. Warranty Work:
  - a. Warranty inspections shall be conducted at three-month intervals during the year warranty period.
  - b. The construction manager and PBPND shall prepare, following each warranty inspection, a written inspection report listing all warranty items to be corrected by the contractor or supplier and submit this report to the contractor or supplier for repair and/or replacement.
  - c. Homebuyers and residents are required to remit to the PBPND any required maintenance work which may be a warranty item.

- d. The PPNHD staff and construction manager shall be allowed to enter any unit in order to complete warranty inspections. The PPNHD shall provide reasonable notice of at least twenty-four hours prior to warranty inspections.
- e. The family must allow access to the entire unit at the scheduled inspection time, but is not required to be present.
- f. The contractor or supplier shall be required to complete all warranty work which is identified in the warranty inspection report or work orders within a thirtyday period.
- g. Copies of inspection reports and warranty work orders shall be kept on file in the PPNHD office.

## **Rental Housing Programs**

### **1. Resident Maintenance Responsibilities**

- a. The resident is obligated to the terms of the lease agreement including maintaining the dwelling unit in good condition and appearance through proper housekeeping and ensuring continuous service of utilities (water, electricity, and/or gas or propane). This responsibility includes the mowing or landscape of grounds of the unit (excluding designated senior housing, specific tax credit properties, and apartments) and helping to maintain a peaceful neighborhood. Residents will not neglect or damage assigned dwelling units. Residents are responsible for repairing all damages at their own expense.
- b. The resident is obligated to report any and all maintenance.

### **2. Failure to Maintain the Unit**

- a. Failure of a resident to maintain the unit in a decent, safe and sanitary condition constitutes a breach of his/her lease. Upon determination by the PPNHD that a breach has occurred, it shall require the resident to take appropriate action.

### **3. Cause for Lease Termination**

- a. Repeated failure to maintain the unit and grounds may be cause for dwelling lease termination.

### **4. Move-in Inspections:**

- a. Prior to occupying a rental unit, the head of household will be required to participate in a pre-occupancy or move-in inspection with a member of the PPNHD staff. During the inspection, the current condition of the unit will be documented and agreed to by both parties, and the various features of the unit will be explained.

## 5. Reporting Maintenance Needs

- a. After occupancy, the resident is required to report *promptly all* maintenance and repair needs to the PBPNHD.
  - i. Maintenance work shall normally be completed on a priority basis as follows:
    - First priority - Emergency maintenance where the safety of the family or unit is threatened.
    - Second priority - Non-routine maintenance repair needs reported by tenants.
    - Third priority -Refurbishment or make-ready of vacant units.
    - Fourth priority -Non-routine maintenance
  - ii. Residents will be notified if non-emergency maintenance work cannot be completed within seventy-two (72) hours (\*?) of PBPNHD's receipt of resident request.
  - iii. The PBPNHD staff shall be allowed to enter any unit to make emergency repairs where damages threaten the unit or safety of the family.
  - iv. When maintenance is of a non-emergency nature, the PBPNHD shall provide reasonable notice prior to scheduling work and may require that a member of the family be present.
  - v. All maintenance work which is the result of normal wear and tear shall be completed at the PBPNHD's expense.
  - vi. All maintenance work which is the result of resident abuse, neglect or carelessness shall be completed at the resident's expense. Charges for maintenance shall be based on a standard labor rate, plus the cost of materials. The PBPNHD will keep a list of standard labor rates, repair costs, cleaning and/or lawn mowing charges and periodically update this list to reflect actual charges necessary for repairs due to tenant abuse, neglect, or damage.
  - vii. Additional services may be provided to residents. Charges for these services shall be based on a standard labor rate for the job, plus the cost for parts and materials.
  - viii. Work orders shall be prepared for each maintenance job. If the work order is for repair of damages caused by resident abuse or for courtesy services, the resident will be assessed a fee for the labor and/or parts and billed for the service.
  - ix. Resident charges for property abuse shall be collected according to the Rent and Payment Collection Policies of the PBPNHD.
  - x. The PBPNHD shall provide twenty-four hour a day emergency

services. These services may be requested only when there is a threat to the safety of the family or serious damage to the unit.

- b. To minimize the occurrence and growth of mold in the rental unit, tenants are required to adhere to mold prevention measures that include but are not limited to the following:
  - i. Tenant shall remove any visible moisture accumulation in or on the rental unit, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans (where available) in kitchen and bathroom when necessary; keep climate and moisture levels in rental unit at such reasonable levels so as to not induce moisture; and utilize mold prevention equipment such as de-humidifiers when provided and recommended by the PBNHD to alleviate mold potential in the unit.
  - ii. Tenant shall clean, vacuum, dust the rental unit regularly, and shall keep all areas of leased premises clean, particularly kitchen and bathroom.
  - iii. Tenant shall *promptly* notify management of the following conditions:
    - A water leak, excessive moisture, or standing water inside the unit.
    - A water leak, excessive moisture, or standing water in any community common area.
    - Mold growth in or on the rental unit that persists after resident has tried several times to remove it with household cleaning solutions or a solution of bleach and water or borax and water.
    - A malfunction in any part of the heating, air conditioning, or ventilation system in the rental unit.
  - iv. Tenant shall be liable to Landlord for damages sustained to the rental unit or to Tenant's person or property as a result of Tenant's failure to comply with these mold prevention measures.

6. Inspections:

Inspections of each rental and lease/purchase unit shall be scheduled at least annually.

- a. A written notification of findings shall be given or sent to the resident and shall state the results of the inspection.
- b. The resident will be allowed an appropriate period to remedy any defects which are due to his/her negligence.

- c. If the work has not been completed within the specified period, the PBPND shall have the work done and will charge the cost thereof to the resident.

7. Required Notice of inspections:

The PBPND shall provide reasonable notice of at least twenty-four hours prior to the start of any inspection. The resident must allow access to all parts of the unit at the scheduled time of inspection. An adult member of the resident family may be required to be present. Whenever possible the PBPND will provide one week's notice but will always give at least twenty-four hours' notice.

8. Routine Maintenance by the PBPND:

The PBPND shall provide the following routine and preventative maintenance services to all rental units, except lease purchase units:

- a. Furnace cleaning and repair, including changing filters, with the exclusion of lease purchase and land acquisition units.
- b. Inspection of toilets, faucets, traps and other plumbing.
- c. Check exterior condition.

9. Move-Out Inspection and Charges:

Maintenance shall, following resident move-out, complete the following:

- a. Unit inspection will be completed within five (5) days' of vacating the unit.
- b. During the move-out inspection, a complete listing of unit deficiencies and damages will be prepared, indicating charges to the resident.
- c. All charges for damages will be charged to the resident's security deposit.
- d. Locks will be changed and cycled through to another unit, to prevent previous tenants or boarders to re-enter the home.

10. Preventive Maintenance Following Move-out:

- a. The PBPND will make a thorough preventive maintenance check of a vacant unit and make required repairs and improvements. All unit deficiencies shall be repaired prior to occupancy by new resident.



## **SECTION VII: INTERNAL CONTROLS POLICIES AND PROCEDURES**

### **Policy Statement**

The Prairie Band Potawatomi Nation (PBPB) recognizes that the PBPBHD is a property management business and it is important to recognize that an essential element for its financial health is the development and use of procedures for the safe handling of funds and particularly, controls on each. Without such internal controls, the PBPBHD risks losing assets by theft and also increases the risks associated with errors in accounting records.

These internal controls are standard business procedures that will govern the handling of cash collections, cash disbursements, petty cash funds\* and other PBPBHD assets.

### **Cash Collections Control Procedures**

1. Cash will be deposited in the bank(s) the PBPBHD has an approved depository agreement with at least weekly.
2. When cash is retained in the office overnight, it must be stored in a locked safe.
3. Checks received shall be immediately stamped for deposit.
4. Only PBPBHD employees designated by the Housing Director are authorized to receive payments from residents and issue receipts through the property management software. Approved staff includes the Administrative Assistant and Office Manager.
5. Each employee authorized to receive payments from residents will have access to receipts for his/her use through property management software.
6. A supply of handwritten receipts will be kept on hand in case of software or computer problems, but will be safeguarded and kept in the custody of PBPBHD personnel.
7. Each employee authorized to receive payments from residents shall keep payments in a cash box or drawer the contents of which are emptied nightly and stored in a locked safe. If the contents cannot be emptied the cash box is to be locked and stored in the locked safe.
8. A receipt shall be issued for all payments collected so there is an official record of the transaction and possible disputes are prevented.

9. Receipts shall be numbered and a copy will be provided to the resident and a copy retained by the PBPND.
10. Receipts shall contain, at a minimum, the following information: (1) name of the resident being credited with the payment, (2) unit number or account number, (3) date, (4) amount of payment.
11. All payments shall be deposited intact with the appropriate deposit slip to provide an additional record. Under no circumstances shall disbursements be made from payment received. If possible, the deposit slip shall be re-checked and reconciled with the receipts by someone other than the PBPND employee who received the respective payments.
12. Payments shall be recorded in the PBPND property management software so that said payments are documented in the individual resident account ledger.
13. The Housing Director shall assure that, if possible, there is a segregation of duties so that the employee who receives payments and issues receipts is not the same employee who posts the resident accounts receivable records or makes the bank deposit.
14. The Housing Director, or his/her designee, shall make periodic, surprise audits of cash payments, including a cash account of all un-deposited payments to determine if cash payments are being handled in accordance with these procedures.
15. The Housing Director or his/her designee shall deliver the receipts and/or deposit ledgers along with the reconciled deposit slips to the appropriate PBPND Finance Department staff on a weekly basis for accounting purposes.

### **Cash Disbursement Control Procedures**

All disbursements will be made by the PBPND Finance Department in accordance with the following procedures:

1. All disbursements of all PBPND funds must be made by check or ledger transfer.
2. All checks must be pre-numbered and used in sequence. Voided checks must be retained and recorded.
3. The supply of unused checks must be adequately safeguarded and kept in the custody of persons who do not sign checks.
4. Checks shall be prepared by someone other than the person who makes or authorizes purchases or approved vouchers for payment.

5. There shall be at least two persons authorized to sign checks and each check shall require two signatures. No individual shall ever sign a check on which he/she is the payee.
6. All check vouchers shall contain enough narrative description to specifically identify the purposes of the payment and the account to which the cost is to be charged.
7. Checks shall never be written for "cash". Checks for reimbursement of petty cash fund should be made out to the PBPND.
8. Checks shall not be signed or countersigned in advance of being completely filled out. Each check shall be accompanied by supporting documentation, including invoices, travel vouchers, etc.
9. Check signers shall review each check carefully and not sign any check which has evidence that any part of the check has been altered. If it is necessary to change a check, the check must be voided and a new check issued.
10. The signed check should be mailed or delivered by the signer or returned to someone other than the preparer.
11. PBPND bank statements shall be reconciled by a Tribal employee who has no duties relating to the receiving or disbursing of cash or of the maintenance of cash records.

## **SECTION VIII: COLLECTION POLICY**

### **Definitions**

For the purposes of this policy, the following words shall have the meanings set below unless otherwise stated.

1. "PBPND" shall mean the Prairie Band Potawatomi Nation Housing Department.
2. "Tenant" shall be any person renting any type of housing, on a month-to-month basis, owned or managed by the PBPND.
3. "Homeowner" shall mean any person participating in the Lease/Purchase Program administered by the PBPND.
4. "Rent" shall be the payment amount that a tenant pays each month for a rental program unit.

5. "Monthly Payment" shall be the payment that a homeowner pays each month for a Lease/Purchase Program unit.

## **General**

1. Rents or Monthly Payments are required of all participants in the PBPND programs. The revenue realized must be available to the PBPND to effectively administer the programs. If payments are not made, new homes cannot be built, existing units cannot be maintained, and administrative costs cannot be paid. Payments must be paid when due to allow the PBPND to meet its financial obligations on a timely basis.
2. Tribal Council has declared that the Tribal Courts shall be utilized to enforce the PBPND policies. This policy sets forth some of the methods by which the PBPND will collect amounts due so that the necessity for eviction is minimized.
3. All current residents participating in PBPND programs (Rental or Lease/Purchase) shall be provided a copy of this policy.
4. All future participants in PBPND programs shall receive a copy of this policy upon execution of a dwelling lease, Contract for Deed, and/or sublease.
5. Each member of the Tribal Council and the Clerk of the Tribal Court shall receive a copy of this policy.
6. The PBPND shall post a copy of this policy in the PBPND office.

## **Calculation of Rent or Monthly Payment**

Rents and monthly payments shall be calculated according to the methods described in the PBPND's Eligibility, Admissions, and Occupancy Policy.

## **Due Date for Rent, Monthly Payments, and Other Charges**

All rents, monthly payments and other charges shall be due by the first day of each month. Payments not received on or before the fifth (5<sup>th</sup>) day of the month shall be considered delinquent and will be assessed the appropriate late fee. Late fees shall be applied as follows:

Rental Program Participants: \$1.50 per day will be assessed after the fifth (5<sup>th</sup>) day of the month; retroactive to the first (1<sup>st</sup>) day of the month.

Lease/Purchase Participants: \$50.00 flat fee will be assessed after the fifth (5th) day of the month.

All payments received will first be applied to any past due rent amounts, late fees, damages, or other charges before being applied to the current month's rent. If amount paid is not sufficient to cover these outstanding balances and the current month's rent, late fees will be assessed on the current month's rent in accordance with the late fee schedule above.

In the event that a tenant or homebuyer has made a formal Payment Agreement with the PBPND to pay the amount due on an agreed upon date, the amount shall not be considered delinquent as long as the Payment Agreement is honored by the tenant/homebuyer.

### **Manner of Payment**

Rents and monthly payments may be made between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday at the PBPND Office. Payments may be made after hours by utilizing the Rent Drop Box located by the door of the PBPND Office. Payments may be delivered in person or may be mailed to the PBPND at the following address:

Prairie Band Potawatomi Nation Housing Department  
8273 156<sup>th</sup> Lane  
Mayetta, KS 66509

Payments in person may be made by check, money order, cashier's check or cash. Participants should not mail cash or leave cash in the Rent Drop Box. Written receipts shall be issued for payments received by the PBPND. For employees of the Prairie Band Potawatomi Nation, payments may also be made through automatic payroll deductions. Those interested should contact PBPND Payroll to make those arrangements.

### **NSF Checks**

All Non-sufficient Funds (NSF) checks will be assessed a \$30 charge and all late fees for that month will be applied.

If we receive more than three (3) NSF checks within a twelve (12) month period from the 1<sup>st</sup> NSF we will only accept a money order or cash for payment.

### **Payment Agreements**

If a tenant or homeowner is unable to make payments for current charges due, he/she may request and extension of time. Such extensions shall be documented by the execution of a Payment Agreement between the tenant or homebuyer and the PBPND. These agreements shall be granted

no more than three times per calendar year per household and shall only be in situations of temporary hardship. In general, the agreed upon date shall be no later than the last day of the current month to avoid the potential for the unpaid amount to continue to accrue. Examples of circumstances warranting approval of a Payment Agreement include but are not limited to:

1. Existing tenants or homeowners currently delinquent.
2. Unusual and unexpected family expenses, such as death in the family.
3. Sudden loss of income due to loss of job or to medical inability to work.

Payment Agreements are binding and must be honored by the tenant or homeowner. In general, if a tenant or homeowner does not honor his/her Payment Agreement they will not be allowed to make another Payment Agreement until such time as they become current. Agreements may be re-negotiated only if the tenant notifies the PBPNDH *prior* to the expiration of the initial Payment Agreement and only if the PBPNDH determines that a hardship situation exists. However, if a participant's "balance due" continues to rise, the PBPNDH will make a determination if the participant is capable of adhering to any Payment Agreement. Eviction actions will be performed when Payment Agreements are not honored.

### **Delinquency Notice, Final Notice**

When a tenant or homeowner is delinquent, a "Delinquency Notice" shall be sent via regular mail by the PBPNDH. The notice shall include:

1. The date of the notice.
2. The total amount due.
3. The consequences of not making the payment due.

After the "Delinquency Notice" is sent, the tenant or homeowner has five (5) calendar days to respond. The PBPNDH shall send a "Final Notice" via regular mail if the tenant or homeowner does not respond to the "Delinquency Notice". The "Final Notice" shall state:

1. The date the rent, monthly payment, or other charges were due.
2. The total amount due.
3. The due date of the last day of the month for all payment due or a Notice to terminate shall be served.

## **Notice to Terminate, notice to Quit, Eviction**

All Notices to Terminate, Notices to Quit, and Evictions will be served and filed in a manner such as to be compliant with the Prairie Band Potawatomi Nation Law and Order Code Title 203: Eviction Code.

### **Notice to Terminate**

If the tenant or homeowner does not clear delinquencies as stated in the Final Notice the PBPND shall serve a "Notice to Terminate". The Notice to Terminate shall grant tenants or homeowners an additional thirty (30) calendar days to clear any and all delinquencies. If the delinquent account is not cleared in 30 days, the tenant or homeownership agreement will be terminated and the participant must vacate the unit.

The Notice to Terminated shall be served as follows:

1. The Notice to Terminate will be delivered by:
  - a. A law enforcement officer of the Nation, an agency of the United States or other applicable agency.
  - b. Any person authorized by the Tribal Court; or
  - c. Any adult member of the Nation who resides on the reservation who is not an employee or agent of the landlord or tenant.
  - d. Registered or Certified U.S. mail.
2. Delivery will be effective when it is:
  - a. Personally delivered to a tenant;
  - b. Personally delivered to an adult living in the premises; or
  - c. Personally delivered to an adult agent or employee of the landlord or tenant.
3. If the notice cannot be given by means of personal delivery or the landlord or tenant cannot be found, the notice may be delivered by means of:
  - a. Certified mail, return receipt requested, at the last known address of the landlord or tenant; or
  - b. Securely taping a copy of the notice to the main entry door of the premises in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the premises, including a tribal office, public store or other commonly frequented place.
  - c. The person giving notice must keep a copy of the notice and proof of service.

4. The written notice must contain the reasons for the termination and inform the person receiving notice of the right to make a reply.

### **Notice to Quit**

"Notice to Quit" shall be delivered if the tenant or homeowner has not complied with the "Notice to Terminate". The Notice to Quit shall only be issued after the time described in the Notice to Terminate.

The Notice to Quit must provide not less than five (5) calendar days following the date of delivery to quit possession except in cases of nuisance or injuries

The Notice to Quit shall be served as follows:

1. The notice to quit may be served by any tribal or law enforcement office or any person appointed by the tribal court for service of process, and it must be served as provided for the manner of giving notice to quit and obtaining a court order as provided for in the PBPB Law and Order Code Title 20-3: Eviction Code.
2. The notice must be addressed to the known tenants of the premises, although unknown occupants need to be named, and it shall state the reason(s) for the notice and state a date by which the tenant must leave the premises and surrender it to the landlord.

This shall be the final action before a complaint is filed in Tribal Court.

### **Eviction**

At any time after the expiration of the time set in the notice to quit, if the tenant or occupant of the premises refuses to quit possession or occupancy of the premises, the landlord may file a complaint in tribal court for eviction and other relief. The complaint must state:

1. The name and known address of the tenant(s) against whom the suit is brought, but it need not state the names of any other occupants, who will be considered to be bound by a court order.
2. A description of the agreement of the parties or the terms under which the persons being sued occupy the premises.
3. The address or location of the premises in sufficient terms to allow a law enforcement officer to carry out any order of the court.
4. A description of the obligation the tenant has breached or the reason for the action.



5. A statement showing that any required notices and the notice to quit have been served in accordance with the provisions of this code requiring them and;
6. The relief demanded including any claims for damages, fees, costs, or other special relief will be subjected to garnishment of Per capita payments.

### **Leaving with Delinquency**

If a tenant or homeowner voluntarily vacates a unit or is evicted without paying all amounts due (either rents, monthly payments, or other charges) he/she will be ineligible for any assistance from PBPND until all amounts due are paid in full.

### **Vacancy Without Notice**

If a tenant or homeowner vacates a unit without giving proper notice (as per Lease or Contract for Deed agreements) the PBPND shall charge the participant for one (1) month's rent or one monthly payment.

### **Automatic Payments and Payments in Advance**

The PBPND will cooperate with the tenant and homeowners who wish to pay their rent or monthly payment in advance. Once advance payments are received, no refunds will be issued by the PBPND.

## **SECTION IX: PROCUREMENT**

In addition to the PBPND Procurement Policy, PBPND will adhere to Tribal or Indian Preference standards in 24 CFR §1000.52 and NAHASDA Statute Section 101(k) relating to tribal preference in employment and contracting. Section 3 requirements in 24 CFR §1000.42.

PBPND will make citations to ensure the contractors are not on the Limited Denial to Participate or Debarred list by attaching a screenshot of list showing contractors are not on the list to any work associated with that purchase.

## **SECTION X: CONFLICT OF INTEREST POLICY**

### **PURPOSE:**

The purpose of this Policy is to manage situations where Conflicts of Interest arise within the Prairie Band of Potawatomi Nation's (PBPN) housing programs governed by the Native American Housing Assistance and Self-Determination Act (NAHASDA) and to ensure fair and equitable treatment for all eligible participants of those programs.

### **APPLICATION OF REQUIREMENTS**

The Conflict of Interest provisions apply to anyone who participates in the Indian Housing Block Grant (IHBG) recipient's decision making process or who gains inside information with regard to the IHBG assisted activities. Such individuals are, but are not necessarily limited to: housing staff, tribal council members, members of their immediate families and such individual business associates.

The requirements prohibit any such individuals from benefiting from their position personally, financially or through the receipt of special benefits other than payment of their salary and/or appropriate administrative expenses. This does not prevent housing staff, board members, council members or their family members, and/or business associates from receiving housing benefits for which they qualify as low-income individuals.

### **CONFLICT OF INTEREST**

A Conflict of Interest may occur when an employee of the PBPN's Housing Department, a Member of the PBPN Tribal Council, or an immediate relative of an employee or Tribal Council member is selected to receive assistance through any of the PBPN's Housing Department Programs.

### **DEFINITIONS:**

**Immediate family:** is defined as a parent, spouse, child, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents of the employee / Board Member / Council Member or his/her spouse, and grandchildren of the employee, or "foster" or "step" situations within these relationships.

### **HUD APPROVAL:**

If the person receiving assistance is of low-income and they qualify for eligibility, admission and occupancy, only public disclosure and HUD notification is required per CFR §1000.30(c). However, HUD approval for an exemption is required when there is a potential conflict of interest that would be in violation of §1000.30(b).

**PUBLIC DISCLOSURE:**

The PBPB Housing Department shall make **public disclosure** the nature of assistance to be provided and the specific basis for selection of that person. The disclosure shall be provided to the PBPB Tribal Council and posted at the entrance of the PBPB's Housing Department Administrative Offices. A copy of the disclosure shall be provided to HUD before assistance is provided.

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(Adopted by PBPB TC No. 2016-155, May 18<sup>th</sup>, 2016)

**PUBLIC DISCLOSURE NOTICE**

To: \_\_\_\_\_

Date: \_\_\_\_\_

Re: \_\_\_\_\_

Staff: \_\_\_\_\_

Board: \_\_\_\_\_

Council: \_\_\_\_\_

The above has applied and has been determined eligible for services: The nature and basis of the assistance to be provided as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Per 24 CFR 1000.30 a public disclosure must be made in accordance with the PBPB's Housing Department Conflict of Interest Policy.

**Notification of Potential or Appearance of Conflict of Interest**

To: Southern Plains Office of Native American Programs

From: \_\_\_\_\_  
\_\_\_\_\_

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Date: \_\_\_\_\_

Re: \_\_\_\_\_

(Applicant)

Per 24 CFR 1000.30 and Prairie Band of Potawatomi Nation (PBPN) Housing Department's Conflict of Interest Policy, this is to notify your office that the above named individual will be provided assistance through the PBPN Housing program (check all that apply):

- Rental
- Down Payment Assistance
- Renovation and Repair
- Rental Assistance
- Other: \_\_\_\_\_

This person is considered a potential Conflict of Interest for the following reason:

- Member of the \_\_\_\_\_ Board of Commissioners
- Member of the \_\_\_\_\_ Tribal Council
- "Immediate" Relative to \_\_\_\_\_ an Employee
- "Immediate" Relative to \_\_\_\_\_ a Board of Commissioners Member
- "Immediate "Relative to \_\_\_\_\_ a Council Member

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\_\_\_\_\_  
Employee of \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_