



GILA RIVER INDIAN COMMUNITY

SACATON, AZ 85147

RESOLUTION GR-31-18

A RESOLUTION RESCINDING GR-153-13 AND APPROVING THE AMENDED DEPARTMENT OF COMMUNITY HOUSING ADMISSIONS AND OCCUPANCY POLICY

WHEREAS, the Gila River Indian Community Council (the "Community Council") is the governing body of the Gila River Indian Community (the "Community"), a federally recognized Indian tribe; and

WHEREAS, the Community Council is empowered by Article XV § (1)(a)(13) of the Constitution and Bylaws of the Gila River Indian Community (approved March 17, 1960) to administer all Community property, and by Article XV § 1(a)(9) to promote and protect the health, peace, morals, education, and general welfare of the Community and its members; and

WHEREAS, pursuant to GRIC Code § 19.101, the Department of Community Housing ("DCH") is directed to administer housing programs within the Community, including all United States Department of Housing and Urban Development ("HUD") housing programs available to the Community under the authority of the Native American Housing Assistance and Self-Determination Act ("NAHASDA"); and

WHEREAS, on October 9, 2006, the Community Council adopted Resolution GR-155-06, approving the DCH Admissions and Occupancy Policy for low rent programs administered by DCH; and

WHEREAS, on February 4, 2009, the Community Council approved Resolution GR-29-09, amending GR-155-06, amending the Admissions and Occupancy Policy; and

WHEREAS, the DCH Admissions and Occupancy Policy was further revised by Resolution GR-100-11 and Resolution GR-153-13; and

WHEREAS, the DCH determined that the current Admissions and Occupancy Policy is outdated and required revision to improve the administration of low rent programs; and

NOW, THEREFORE, BE IT RESOLVED, that the Community Council rescinds Resolution GR-153-13.

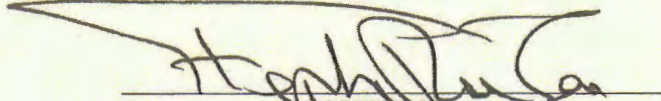
BE IT FURTHER RESOLVED, that the Community Council approves the attached amended Department of Community Housing Admissions and Occupancy Policy.

BE IT FINALLY RESOLVED, that the Governor, or in the Governor's absence, the Lieutenant Governor, is hereby authorized to take all steps necessary to carry out the intent of this resolution.

CERTIFICATION

Pursuant to authority contained in Article XV, Section 1 (a) (7), (9), (13), (18) and Section 4 of the amended Constitution and Bylaws of the Gila River Indian Community, ratified by the Tribe January 22, 1960 and approved by the Secretary of the Interior on March 17, 1960, the foregoing Resolution was adopted on the 07th- day of March, 2018, at a Regular Community Council Meeting held in District 3, Sacaton, AZ, at which a quorum of 13 members were present by a vote of: 13 FOR; 0 OPPOSE; 0 ABSTAIN; 3 ABSENT; 1 VACANCY.

GILA RIVER INDIAN COMMUNITY


GOVERNOR

ATTEST:


COMMUNITY COUNCIL SECRETARY



GILA RIVER INDIAN COMMUNITY
DEPARTMENT OF COMMUNITY HOUSING
ADMISSIONS AND OCCUPANCY POLICY

I. PURPOSE

- a. The purpose of this policy is to establish a fair and equitable process for selecting applicants to occupy rental units, and Native American Housing Assistance and Self-Determination Act (NAHASDA) rental units that are owned and operated by the Gila River Department of Community Housing ("Department") and to provide fair and reasonable procedures to govern the occupancy of those units in accordance with regulations of the U.S. Department of Housing and Urban Development ("HUD") and NAHASDA of 1996.

II. OVERVIEW

- a. The Department strives to provide a safe, clean and healthy living environment to eligible low-income families within the Gila River Indian Community. The goals of the Department are best accomplished by enacting policies and procedures that will govern the action of the Department and its Tenants to which it serves. Additional HUD regulations governing the Department's programs are contained in 24 CFR §1000. Every effort shall be made to ensure the following:
 1. To assist in alleviating the shortage of decent, safe, and sanitary housing on the Gila River Indian Community Reservation by providing such housing for low income Gila River Indian Community families; and
 2. To provide housing for a broad range of low income families; and
 3. To maintain 100% occupancy of low income families in Public Rental projects; and
 4. To plan for future developments of housing in the Gila River Indian Community; and
 5. To provide economic opportunities through the construction , renovation, maintenance and operation of housing; and
 6. To generate sufficient rental revenue to operate a self-sufficient housing entity.

III. DEFINITIONS

This policy incorporates, to the extent necessary, all definitions contained at 25 U.S.C. § 4137 (NAHASDA) and 24 C.F.R. § 1000.10.

The following definitions apply:

- a. "Adjusted Income" means annual income minus the allowable deductions determined in accordance with Section VI(b) of this Policy.
- b. "Aggrieved Event" means the receipt by a Tenant of a notice of termination or any other notice of adverse action against the Tenant.
- c. "Alcohol Abuse" means the excessive use of alcohol by any Tenant, its guests or its eligible dependent, which the Department determines, in its reasonable discretion, interferes with the health, safety, morals, welfare or the right to peaceful possession and enjoyment of any unit within any of the Department's subdivisions.
- d. "Annual Income" means the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional adult member of the family for the 12-month period following the effective date of the initial determination of income.
- e. "Annual Review" means to review and verify the family composition, income, and all applicable deductions that the family may be eligible for ensuring that the monthly rent amount does not exceed 30% of adjusted monthly income as required by NAHASDA section 203 (b).
- f. "Applicant" means a person or persons who are applying for admission into a Department program.
- g. "Common Areas" means the property that is used jointly by all Tenants, such as sidewalk and alleyways.
- h. "Community Member" means an enrolled member of the Gila River Indian Community.
- i. "Criminal Acts" means any unlawful activity subject to punishment by any federal, tribal or state criminal codes.
- j. "Delivery of Written Notices" means all written notices shall be sent by certified mail or served in person.
 - 1. Notices that are sent by certified mail shall be sent to the applicants' and/or Tenants' last known address on file. Certified mail shall be deemed to have been received by the applicant/Tenant upon delivery of the certified mail to the address on file.
 - 2. Where the notice is served in person, it may be served anywhere the Tenant is found. The notice shall be delivered to the Tenant or any adult residing in the unit officially listed on the family composition. If the Tenant is being represented by legal counsel for a grievance hearing, (after the Department receives notice that the Tenant is represented by counsel, and the mailing address of the legal counsel) the notice shall be served to the counsel either in person or by mail.
- k. "Department" means the Gila River Indian Community Department of Community Housing.

- l. "Dependent" means a member of the household other than the family head or spouse, who is under eighteen (18) years of age or who is an adult person with disabilities, or is a full time student. Certification is required for disabilities and student status.
- m. "Domestic Violence" is defined at Title 5 of the Gila River Indian Community Law and Order Code as certain offenses occurring between persons of the same or opposite sex who are family members or household members.
- n. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as such term is defined at 21 U.S.C. § 802 of the Controlled Substances Act), in violation of any applicable Community, tribal, state, or federal law and chargeable in any Community, tribal, state or federal jurisdiction or court.
- o. "Elderly Family" means a family whose Head of Household (or his or her spouse), or whose sole member, is an elderly person.
- p. "Elderly Person" means a person who is at least sixty-two (62) years of age.
- q. "Elements of due process" shall mean the termination of a tenancy in which the following procedural safeguards are required:
 1. Adequate notice of the grounds for termination of a lease, as follows:
 - A. For all terminations involving criminal acts, the Department shall give a five (5) day Notice of Termination.
 - B. The Department shall give fourteen (14) day notice in writing of termination for any other reason.
 2. An opportunity for the Tenant to refute the evidence presented by the Department, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense the Tenant may have;
 3. An opportunity for the Tenant to examine all relevant records, reports, ledgers, statements or other documents in the Department's possession prior to any hearing or meeting;
 4. Informing the Tenant that they may be represented at any meeting or hearing by a person of their choice;
 5. A decision based on merits; and
 6. Tenants with disabilities shall be afforded reasonable accommodation to the extent necessary to allow participation in any meeting or hearing.
- r. "Exclusion" means a person is no longer allowed on Department premises. Tenant's allowing an excluded person onto Department premises will be in termination of the Tenant Dwelling Lease.

- s. "Fair Market Rent" or "FMR" means 40th percentile of gross rents for typical, non-substandard rental units occupied by recent movers in a local housing market.
- t. "Family" means a legally recognized husband and wife with or without children, unmarried man and woman in a family relationship with or without children, single or widowed parent with children, single person with guardianship or custody of children or is in the process of securing legal custody of children under the age of 18 years of age verified by supporting documents, single adult person providing live-in care for another member of the family who is a member of the immediate family, as defined in this section, who needs special attention, such as medical care, a single person who is pregnant, a single person who lives alone or intends to live alone and who does not qualify as a) an elderly family or b) a displaced person including siblings (brother and sister).
- u. "Gang related activity" means an ongoing formal or informal association of persons whose members or associates individually or collectively engages in the commission, attempted commission, facilitation or solicitation of any criminal offense and that has at least one individual who is a gang member.
- v. "Gang Member" means an individual to whom two (2) or more of the following criteria indicate membership: a) Self-proclamation; b) Witness testimony or official statement; c) Written or electronic correspondence; d) Paraphernalia or photographs; e) Tattoos; f) Clothing or colors; or g) Any other indicia of gang membership.
- w. "Governing Laws" means the laws of the Gila River Indian Community and any federal laws that may be applicable. Nothing herein shall be construed as affecting, modifying or otherwise impairing the sovereign immunity of the Community and/or any of its affiliates, enterprises, entities or subdivisions.
- x. "Grievance" shall mean any dispute under Section VIII of this policy which a Tenant may have with respect to a Department action or failure to act in accordance with the Department regulations, or an individual Tenant's lease, or occupancy, which adversely affects the individual Tenant's rights, duties, welfare or status.
- y. "Head of Household" or "HOH" means the primary adult family member who is held responsible and accountable for the family and the Dwelling Lease Agreement.
- z. "Hearing Panel" means an impartial person or persons selected to hear grievances and render a decision with respect thereto.
- aa. "Income" means income from each adult member of the household including temporary and seasonal.

- bb. "Indian Area" means the area within the Gila River Indian Community which the Department is authorized to provide assistance for affordable housing.
- cc. "Indian Tribe" means a tribe that is a federally recognized tribe.
- dd. "Informal Grievance Conference" means a meeting held with the Tenant in an attempt to resolve the grievance prior to a formal hearing.
- ee. "Illegal Drugs or Controlled Substances" means drugs or substances defined in Title 5 of the Community's Law and Order Code, or any applicable federal law.
- ff. "Immediate Family Member" means father, mother, son (in-law), daughter (in-law), sister, brother, maternal grandparent, paternal grandparent.
- gg. "Low-Income Family" means a family who's Annual Income does not exceed eighty percent (80%) of the median income for the area ("AMI"), as periodically established and published, with adjustments for small and larger families, or as otherwise established by HUD.
- hh. "The Native American Housing Assistance and Self Determination Act of 1996" or "NAHASDA" means the federal law that provides block grant funding to Indian Tribes or their tribally designated housing entities, through the United States Department of Housing and Urban Development (HUD) for the operation and management of housing for low income Indian families residing on Indian Reservations and other Indian areas. This Act recognizes the federal government's trust responsibility to Indian people and recognizes the sovereignty of Indian Nations to implement their own housing programs consistent with local conditions and needs.
- ii. "Days" means calendar days. If a deadline date falls on a Saturday, Sunday, Community holiday or office closures, the deadline shall fall on the next business day.
- jj. "Near Elderly Person" means a person who is at least fifty-five (55) years of age and less than 62 years of age.
- kk. "Non-Low Income Family" means a family whose annual income exceeds 80%, but less than 100% of the area median income (AMI).
- ll. "Operated" means owned or managed by the Department.
- mm. "Person with Disabilities" means a person who 1) has a disability as defined in Section 223 of the Social Security Act, 2) has a developmental disability as defined in Section 102 of the Developmental Disabilities Act and Bill of Rights Act, 3) has a physical, mental or emotional impairment which is expected to be of long continued and indefinite duration and/or substantially impedes his or her ability to live independently, or 4) has immunodeficiency syndrome. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities for purposes of eligibility for NAHASDA assisted housing solely on the basis of any drug or alcohol dependence.

- nn. "Policy" means the Department's Admissions and Occupancy Policy (A&O). A copy of this policy shall be prominently posted at the Department Office(s) and shall be provided to all Tenants/Applicants and the general public upon request.
- oo. "Probation" means a status assigned to all households during the first six months of the initial lease for a particular unit, and may also be ordered by a Hearing Panel as a result of a grievance hearing. Probation status households are subject to random unannounced inspections by the Department, and are not eligible for the grievance process for any immediate lease termination provided under Section VIII(d)(1).
- pp. "Program" means a housing program operated by the Department.
- qq. "Sex Offender" means all persons convicted of any sex crime as defined in Title 8, of the Gila River Indian Community Code, and all persons convicted of a sexual offense in an outside jurisdiction.
- rr. "Sporadic Income" means temporary, nonrecurring or sporadic income (including gifts) is excluded from annual income. Sporadic income is income that is neither reliable nor periodic.
- ss. "Summary of Discussion" means a written document that is the result of an informal hearing or conference giving detailed information of the major points discussed during the informal hearing or conference and the Department's decision.
- tt. "Tenant" means a person who occupies a Department housing unit pursuant to a lease agreement with the Department
- uu. "Tenant Abuse" means deliberate defacing or destruction of a dwelling unit by the Tenant or Tenant's household members and/or guests, including infestation, poor housekeeping, and failure to comply with work orders.
- vv. "Tenant Dwelling Lease" means a binding contract between the Department and a Tenant containing the terms and conditions as well as the responsibilities of both parties.
- ww. "Transfer" means a move by a Tenant family from one Housing unit to another, generally as the result of changes in family composition which changes the number of bedrooms required by Section VI. A transfer may not be used to split an extended family into two households by moving only some members of the family to a second unit. A transfer may be authorized from the Department Director only upon availability.
- xx. "United States Median Family Income Limits" means the guide to establish applicants and/or Tenant families into which category identifies the income limit status for eligibility and rent calculation.
- yy. "Utility Allowance" means a deduction given per posted schedule, per project, and provided to households with a Head of Household or the Head of Household's spouse who is to elderly, near elderly - age 55 years and

older, a person with disabilities, or a veteran, who is also an enrolled Community member.

- zz. "Veteran" means a person who served in the active military, naval, or air service, and who was discharged or released from there under conditions other than dishonorable.

IV. APPLICATION PROCESS AND ELIGIBILITY

- a. **Application.** Each applicant shall submit a complete written application for admission into the appropriate program. The applicant's signature on the application form certifies that all information provided is complete and accurate. The Department shall counsel prospective applicants as to available and appropriate programs within the Department.
1. Completed Applications for admissions may be mailed to the Department office in Sacaton (P.O. Box 528, Sacaton, Arizona, 85147) or may be delivered in person to the Department offices at 136 South Main Street in Sacaton, Arizona during normal business hours (8:00 a.m. – 5:00 p.m.). The Department will accept applications on a daily basis.
 2. The Department shall offer reasonable assistance to applicants to ensure that the application is properly completed. Applicants are responsible for obtaining all supporting documentation. The Department is responsible for recording receipt of and processing all completed applications. A complete application shall include the applicable items listed below:
 - A. Current Certificate Degree of Indian Blood (CDIB) for all members of the Household.
 - B. State ID for all members 18 years and older
 - C. Social Security Cards for all members
 - D. Birth Certificate for all members under 18 years of age
 - E. Proof of Marriage License
 - F. Any form of Legal Identification Tenant
 - G. Proof of Guardianship, Power of Attorney and/or other legal documents establishing custody arrangements for children placed in the Applicant's home.
 - H. Signed "Consent to Release" form by all members 18 years and older.
 3. Incomplete application will not be accepted
- b. **Eligibility Criteria.** The Department shall strive to select applicants to participate in the low rent program with good moral character and within

the intended purpose of this policy. In this regard, the Department may consider all the eligibility information from the applicant, household members or individuals added to the household at a later date and determine whether they may participate in the program. Applicants for admission into the Department programs must:

1. Qualify as a "family" as defined at Section III;
 2. Be at least 18 years old on the date the application is submitted to the Department;
 3. Qualify for the program based upon the anticipated annual income requirements and be income eligible in accordance with this policy and U.S. Median Family Income Limits;
 4. Comply with all program obligations and rules, must be capable and willing to comply with all requirements of the Dwelling Lease Agreement, and/or this policy.
 5. Have never been convicted of a sex offense or be defined as a Sex Offender for any person who will reside in a Department unit. If it is discovered that a Sex Offender is residing in the Department unit, the Department may initiate lease termination or deny lease agreement renewal for the household.
 6. All applicants with a Debt Balance owed to the Department must satisfy their debt prior to unit selection. If the debt has not been satisfied by the time of the selection, the applicant will be removed from the waiting list.
 7. Non-Low Income Families may be accepted upon the approval of the Department Director. The Department is allowed to assist a limited number of Non-Low Income Families in support of the Fiscal Year budget.
- c. **Essential Families.** In accordance to Section 201(b)(3) of NAHASDA, the Department may serve certain families with within the Community's Reservation under certain limited circumstances. Examples of essential families include teachers, healthcare providers, law enforcement officers and other professionals whose services are needed in the community.
1. Families determined to be "Essential" and living in tribal housing units (particularly those assisted with 1937 Act funds- Mutual Help), do not have to meet these requirements for continued occupancy so long as the occupant is still classified as an "essential family." The essential family would have to still participate in the annual recertification process. (Also applies to Law enforcement officers).
 2. In order for the Housing Program to be able to serve these families with IHBG funds, both of the following conditions must be met:

- A. The GRIC Housing Program must determine that the family's housing needs cannot be met without IHBG assistance;
 - B. The Program determines that the family's presence is essential to the well-being of the Indian families living on the reservation or Indian area; and
 - C. Final approval will be made by the Governor, or Community Council
- d. **Effect of Prior Evictions.** The Department may consider an applicant's Tenant history including the Tenant history of any member of the household in determining whether to accept the applicant or deny admission into any program.
1. The Department may accept the applicant into the Program if the person with a prior drug-related criminal activity or domestic violence demonstrates successful completion or continued participation in a drug, alcohol abuse and/or rehabilitation program or domestic violence treatment program, which shall be evidenced by a signed letter or certificate of completion or participation from the drug or alcohol treatment or behavioral health program.
- e. **Third Party Verification of Information.** The Department shall request supporting documentation to verify application information. Providing false or misleading information, omitting or otherwise concealing relevant information is grounds for denial of assistance for three (3) years. Any information compiled by the Department will be appropriately safeguarded; such information includes, but is not limited to:
1. Proof of Veteran status (DD form 214), Retirement, Survivors Benefits, Unemployment Compensation, Unemployment Form and/or Social Security income;
 2. Employment verification forms;
 3. Recent Income Tax Return for self-employed persons;
 4. Per Capita payments (From all Tribes);
 5. Public assistance (TANF, GA, Cash Assistance, etc.) income verified by a public assistance agency; and
 6. Documents showing child care expenses.
- f. **Procedures for Verification.** The Department is authorized to develop additional internal standard operating procedures consistent with NAHASDA and HUD requirements for the verification of eligibility information. Other Community departments shall cooperate with the

Department in providing information necessary to make eligibility determinations.

1. The preferred source of verification shall be **Hard Copy**. If hard copy verification cannot be obtained by the applicant/Tenant or the Specialist, the following pieces of information may be used for verification:
 - A. Hard copy (i.e., Paystubs, Bank Statements);
 - B. Obtain verification through 3rd party (i.e. email, DCH Forms); or
 - C. Tenant's signed and dated affidavit (last resort).

V. ADMISSIONS PROCESS

- a. **Eligibility.** The Department shall determine the eligibility/ineligibility of an applicant and inform the applicant in writing within thirty (30) days after a completed application is submitted that the applicant either:
 1. Has been accepted into a Department program, placed on a waiting list, and entered into Housing Data System ("HDS") for a Department program; or
 2. Has been determined ineligible for a Department program. The Department shall notify the applicant of the reason the Applicant is ineligible to participate in the program.
- b. **Date of Application.** Completed applications will be date and time stamped upon receipt. The Department will not accept incomplete applications. If two (2) or more eligible Applicants satisfy selection criteria for one-unit size, and are in the same priority group, the Applicant with the earliest completed application, as determined by date and time stamp, will be placed higher on the waiting list.
- c. **Order of Selection.** The Department shall select applicants from the waiting list in accordance with the selection preferences (priority groups) outlined below and the date and time the completed applications were submitted. 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.
 1. Low Income Applicant family whose head of household or spouse is an enrolled Community Member who is elderly, near elderly, a person with disabilities, or a veteran.
 2. Low Income Applicant whose head of household or spouse is a Community Member, 18 years of age or older.

3. Low Income Applicants who are not Community members, but with GRIC enrolled community member dependent(s).
 5. Applicant family whose head of household or spouse is an enrolled member of any federally recognized tribe.
 6. Applicant non-Indian family determined to be eligible to receive assistance.
- d. **Eligibility Waiting Lists.** Eligible Applicants shall be placed on the waiting list if no housing is available during the time of eligibility. For this reason, the Department shall compile an Eligibility Waiting List.
1. The Department shall keep the eligibility waiting list updated by sending a written re-certification request to each applicant on the list in January of every year. The Department will send the re-certification request to the applicant's last known address; thus, it is the Applicant's obligation to notify the Department of any changes to any of the following.
 - A. Address;
 - B. Income; and
 - C. Phone Number
 2. The Applicant has fifteen (15) days to return the re-certification request to the Department.
 3. The Applicant shall be removed from the eligibility waiting list if a recertification request is returned for the following:
 - A. Returned Mail;
 - B. Unclaimed Certified Mail; or
 - C. Failure to respond to recertification request.

In that event, the Applicant may resubmit their application but shall not regain their position on the waiting list.

- e. **Assignment of Available Units.** When a unit becomes available, the Department shall offer the unit in accordance with the eligibility waiting list, based on the location a unit is available and not by district preference.
1. The Department shall notify the first applicant on the eligibility waiting list, in writing via certified mail, that a unit is available. The applicant has ten (10) days from receipt of notice to accept or reject the unit in writing.
 2. If the applicant has not responded within ten (10) days from receiving the receipt of notice, it shall be considered a rejection of the unit and the Department shall offer the unit to the next person on the list.
 3. Any applicant who rejects a unit shall be removed from the waiting list, and may submit a new application but shall not regain the position on the waiting list.

4. An applicant who accepts a unit shall have their name removed from the Department's waiting list.
 5. Security deposit/utility deposits shall be made prior to move-in and transferred into the name of an adult member of the household.
- g. **Orientation.** The orientation shall consist of a detailed review of the lease agreement, relevant sections of the Community Law and Order Code, and other information the Department deems necessary.
1. Applicants and all adult members cannot move into a unit until they have attended and successfully completed the mandatory orientation session and are subject to a six (6) month probation.
- h. **Non-Community Member Widow/Widower.** If a Community Member passes away while his or her application is under Department review or while on a waiting list, a surviving non-Member spouse shall not assume the deceased Community Member's position unless surviving GRIC enrolled minor child(ren) reside with the non-Member spouse.

VI. OCCUPANCY STANDARDS

- a. **General Occupancy Standards.** The Department shall strive to assign units to foster a safe family environment. The number, age, gender, and relationship of persons occupying a unit shall meet reasonable demands for health and privacy, and permit changes in family composition.

Number of Bedrooms	Minimum/Maximum
1	1 - 2
2	2 - 4
3	3 - 6
4	4 - 8
5	5 - 10

1. Add-Ons that are not consistent with the prescribed general Occupancy Standards which would create overcrowding to a Unit will not be permitted.
2. **Probation for add-on adults.** A six month probation will begin at the time of add-on. During this term if the add-on adult(s) violate the Tenant Dwelling Lease, the Department may remove the person and the person may be excluded from the premises for their action(s).

3. Adult occupants who are non-community members and have enrolled Community member children will be allowed to remain in the home and assume the HOH when extenuating circumstances arise such as death, incarceration, hospitalization or due to medical reasons. The Department recognizes consideration for community members as a priority in continued Housing.
 4. If a rental family was low income at the time it entered the program, assistance may be provided to non-low income families for certain housing activities, if there is a need for housing for these families that cannot be reasonably met without this assistance.
- b. **Transfer.** If a Tenant family is required to transfer to a different Low Rent unit, the existing Tenant Dwelling Lease shall be terminated and a new Tenant Dwelling Lease shall be established by the Head of Household and Spouse, if applicable.
1. When a family outgrows a unit, the family may request, or be required, to be moved to a dwelling unit of an appropriate size depending on availability in accordance with this Policy.
 2. In the event family composition falls below minimum occupancy requirement, the Department may require the family to move to a dwelling unit of the appropriate size.
 3. The Department may take into consideration medical issues and assign where appropriate.
- c. **Income and Rent Calculation**
1. **Income.** At admission and annually the applicant and/or Tenant must provide proof of income and authorization to the Department for third party verification of all statements regarding income, assets, and expenses related to income deductions.
 2. **Rent Calculation.** The basic equation for the calculation of rent under the formula method shall be:
 - A. $\text{Income} - \text{Exclusions} = \text{Annual Income};$
 - B. $\text{Annual Income} - \text{Income Deductions} = \text{Adjusted Income}.$
 - C. The rent is calculated upon the Adjusted Monthly Income as follows:
 - i. $\text{Low Rent for standard units} = 6\% \text{ of adjusted monthly income} - \text{Utility Allowance (if applicable)}.$

- ii. For non-low income families, formula rent is calculated as follows:
 - aa. Adjusted Income divided by the published 80% area median income ("AMI");
 - bb. Multiply the number derived in subsection (aa) above by the monthly rent that would be paid by a family at 80% AMI.
 - cc. The monthly rent payment will be the lower number between the number derived in subsection (bb) above and the fair market rent value of the unit.

3. **Mandatory Deductions:**

- A. \$480 for each dependent living in the household.
- B. \$400 for any elderly family age 62 and over 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. Unreimbursed medical expenses, in the case of an elderly or disabled family; and
 - ii. Reasonable attendant care auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
- D. **Travel Expenses.** Excessive travel expenses, not to exceed \$25.00 per family per week, for employment or education related travel.
- E. **Childcare Expense.** The amount anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which the Annual Income is computed, but only where such case is necessary to enable all Family members to:
 - i. Be gainfully employed; or
 - ii. Further his or her education.

The amount deducted shall reflect reasonable charges for childcare and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. All adult members of the family have to be working or in school, leaving no adult member to take care of the children to qualify for this deduction. Child Care; a deduction claimed by the Tenant. The expense cannot be more than 50% of their annual income and it is allowed only for the HOH or Spouse.

F. **Utility Allowance.** A deduction given per posted schedule, per project and provided only to households with a Head of Household or the Head of Household's spouse who is Elderly, Near Elderly, veterans, and persons with disabilities who are enrolled Community Members.

4. **Annual Income and Exclusions.** Annual income is the anticipated total income from all sources received by the family head and the spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date for the initial determination of income, exclusive of certain types of income as provided in paragraph (2) of this definition.

A. Annual income includes, but not limited to:

- i. The full amount, before any payroll deduction, of wages and salaries overtime pay commissions, fees, tips and bonuses, and other compensation for personal services;
- ii. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight- line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- iii. Interest, dividends, and other net income of any kind

from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (A)(ii) of this Section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000.00, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;

- iv. The full amount of periodic amounts received from social security, annuities, insurance policies, retirement funds, pensions, disability, or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (B)(xiv) of this Section);
- v. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (B)(xviii) of this Section.
- vi. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - aa. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; and
 - bb. The maximum amount that the welfare assistance could, in fact, allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under

paragraph (A)(vi)(a) of this definition shall be the amount resulting from one application of the percentage;

- vii. Periodic and determinable allowances, such as alimony and child support payments, and regular contribution or gifts received from persons not residing in the dwelling; and
- viii. All regular pay, special pay, and allowances of a member of the Armed Forces (but see paragraph (B)(vii) of this Section).

B. Annual Income does not include the following (annual income exclusions):

- i. Income from employment of children (including foster children) under the age of 18 years;
- ii. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the Tenant family, who are unable to live alone);
- iii. Lump-sum additions to family assets, such as inheritance, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (but see paragraph (A)(v) of this Section);
- iv. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- v. Income of a live-in aide;
- vi. The full amount of student financial assistance paid directly to the student or to the educational institution;
- vii. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

- viii. Amounts received under training programs funded by HUD;
- ix. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplement Security Income eligibility and benefits because that are set aside for use under a Plan for Achieving Self-Support (PASS);
- x. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participant in a specific program;
- xi. Amounts received under a student service stipend. A Tenant service stipend is a modest amount (not to exceed \$200.00 per month) received by an Indian Housing Tenant for performing a service for the Department, on a part-time basis that enhances the quality of life in the development. Such services may include, but are not limited to fire patrol, hall monitoring, lawn maintenance and Tenant initiative coordination. No Tenant may receive more than one such stipend during the same period of time.
- xii. Incremental earnings and benefits resulting to any family member from the participant in qualifying state or local employment training programs (including training programs not affiliated with local government) and training of a family member as Tenant management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training.
- xiii. Temporary, nonrecurring, or sporadic income (including gifts);
- xiv. Earnings in excess of \$480.00 for each full-time student 18 years old or older (excluding the head of household and spouse);
- xv. The earnings and benefits to any family member

resulting from the participation in a program providing employment training and supportive services in accordance with Family Support Services Act of 1988, section 22 of the 1937 Act, or any comparable Federal, state, tribal, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:

- aa. comparable Federal, state, tribal or local law means a program providing employment training and supportive services that:
 - 1. Is authorized by Federal, state, tribal, or local law;
 - 2. Is funded by Federal, state, tribal, or local government;
 - 3. Is operated or administered by a public agency; and
 - 4. Has as its objective to assist participants in acquiring employment skills.
- bb. Exclusion period means the period during which the family member participates in a program describe in this definition, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the Tenant is by terminated from employment with good cause, the exclusion period shall end.
- cc. Earnings and Benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job;
- xvi. Deferred periodic amounts from supplement security income and social benefits that are received in a lump-sum amount or in prospective monthly amounts;
- xvii. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes on the dwelling unit,

- xviii. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under 1937 Act. A notice is published from time to time in the Federal Register and distributed to recipients identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

5. Conditions of Continued Occupancy.

- A. Unacceptable social criteria may disqualify an Applicant or Occupant from participation in the Department's housing programs. The following criteria shall be used to determine whether a person's continued occupancy will pose a risk to the Department, as well as, the health, safety, or peaceful enjoyment of the family, project, and Community.
- B. Unacceptable social eligibility criteria are:
 - i. Failure to pay rent and/or non-payment of utility bills;
 - ii. Fraudulent act(s) in connection with any housing program and/or failure to disclose previous acts of fraud;
 - iii. Tenant abuse, including the intentional destruction of property, Tenant damage, and/or disregard for rules of occupancy and rights of others;
 - iv. Failure to cooperate and/or failure to complete required forms and/or to submit requested information;
 - v. Fraudulent reporting or providing false information on the application or annual review. If an Applicant or Occupant misrepresents, or fails to report, at the time of admission or reexamination;
 - vi. Income or household composition information that would cause a family to be admitted to the program under false circumstances;
 - vii. Income or household composition information that would cause a family to be charged a lower rent than that which should have been charged or paid; or
 - viii. Any act described under Section VII(a), such as criminal acts.

- C. **Information Relating to Conditions of Continued Occupancy.** The Gila River Police Department (“GRPD”) and Department Security shall provide the Department with any police reports, incident reports, narrative reports or other reports containing any information relevant to criminal activity, drug-related criminal activity or domestic violence as outlined herein.
- D. **Off-Property Criminal Activity.** Tenants and their visitors shall not engage, facilitate, or in any way, be involved in any criminal activity in, at, on, or near the unit, premises, grounds, or common areas in the neighborhood. Off-property criminal activity, both on and off the Department’s property, poses a risk to the rest of the Community regardless of where the crime occurred.
- E. **Right of Entry.** The department upon reasonable advance notification to Tenant is permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspection and maintenance. Reasonable advance notification will not be required in emergency situations, including public safety welfare checks.
- i. If the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the department shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.
 - ii. If the Tenant has been placed on probation, the household shall be made available for unannounced random inspection at the will of the Department during the probationary period. (If Tenant is not home, the Department will use the master key to enter Unit for random inspection, upon leaving will leave notification of entrance into Unit.)
- F. **Pets.** The household shall contain no vicious dogs, no wild animals, and not more than two (2) domestic animals. The definitions provided under the Domestic Animal Ordinance (Community Code § 16.702) are adopted for purposes of this section.

VII. TERMINATION OF LEASE, OR OCCUPANCY AGREEMENT

- a. In accordance with 25 U.S.C. § 4137 and Community law, the Department shall not tolerate any illegal drug or criminal or aggravated activity in any unit(s), especially that which is involved with minors. The following activities by , their household members and/or household guests shall be grounds for immediate termination and institution of eviction proceedings:
 1. Criminal or Aggravated Acts by any Tenant, household member or guest who threatens the health, safety, morals, welfare, or right to peaceful possession and enjoyment of a Department rental unit or existing MHOA unit located within DCH subdivision; homeownership home;
 2. Gang-related or drug-related criminal activity by a Tenant, household member or guest which interferes or may interfere with any other Tenant's health, safety, morals, welfare, or right to peaceful possession and enjoyment of their property;
 3. Incidents of Domestic Violence by any Tenant, household members or guest which interferes or may interfere with any other Tenant's health, safety, morals, welfare, or right to peaceful possession and enjoyment of their unit;
 4. Any act by any , household members or guest which violates applicable Community, state, or federal law relating to drug-related criminal activity;;
 5. Any act that threatens the health or safety of, or right to peaceful enjoyment of the premises by the other tenants or Department employees; or
 6. Commission of any sexually related offense, or allowing a Sex Offender to reside in the unit.

- b. The Department has the authority to immediately terminate a Tenant Dwelling Lease Agreement, providing five (5) business days notice, as a result of any criminal or aggravated activity, gang-related or drug-related activity engaged in by the Tenant or guest, regardless of whether:
 1. The criminal or aggravated activity, gang-related or drug-related activity occurred on or off the premises of any Department dwelling unit or project; or
 2. The criminal or aggravated activity, gang-related or drug-related activity committed or allegedly committed by the Tenant or guests

has, at the time of termination of the subject lease, , been pursued to, or resulted in, any criminal charges or conviction against the affected party.

3. All or any of the grounds for termination of a lease, shall be deemed to be included and incorporated into any lease, executed prior to the adoption of these provisions, and which grounds for termination of lease, or occupancy shall be specifically incorporated within any lease, or occupancy entered into subsequent to the date of adoption hereof.
4. Terminations shall be decided by the Department. The Department shall review the termination letter and supporting documentation prior to their decision.

VIII. GRIEVANCE POLICY

- a. **Applicability.** This Grievance Procedure applies to all grievances between individual Tenants and the Department. This Grievance Procedure does not apply to:
 1. Disputes between Tenants in which the Department is not involved;
 2. Changes in Department policies and procedures. This Grievance Procedure is not intended as a forum for initiating or negotiating Department policy changes between Tenants and the Department;
 3. Class grievances, meaning grievances made by more than one Tenant about conditions common to all Tenants;
 4. Applicants deemed ineligible for a Department program.
- b. **Purpose.** This Grievance Policy sets forth the requirements, standards and criteria established to assure the Tenants of the Department of due process in the event a Tenant disputes a Department action or failure to act involving his or her lease, occupancy or Department regulations which adversely affect the Tenant's rights, duties, welfare or status.
- c. **Formal Grievance Hearing.**
 1. Any grievance shall be submitted in writing, to the Department of Community Housing located in Sacaton, Arizona within seven (7) days after the Aggrieved Event. The Department shall schedule the informal meeting within seven (7) days of receiving the grievance.

However, if the grievance involves the termination of a lease, or occupancy based on criminal activity, the informal meeting

will not occur, and the matter shall be scheduled for a formal hearing.

2. The Department no later than seven (7) days after the informal meeting shall send a Summary of Discussion to the Tenant.
 - A. The Summary of Discussion shall be attempted to be personally delivered to the Tenant, with a signed receipt. If personal delivery is unsuccessful, the Summary of Discussion shall be sent via certified mail.
 - B. A copy of the Summary of Discussion shall be retained in the Tenant's file.
 - C. The Summary of Discussion will contain:
 - i. The name or names of the participants in the informal meeting;
 - ii. The date of the informal meeting or discussion;
 - iii. The proposed disposition of the grievance;
 - iv. The specific reason or reasons for the proposed disposition;
 - v. An explanation of the procedures by which a formal hearing may be obtained if the Tenant is not satisfied with the proposed disposition;
 - vi. A statement that the Tenant has seven (7) days from the date of the receipt of the Summary of Discussion to request a formal hearing or the proposed disposition will become final; and
 - vii. A copy of a Formal Hearing form will be provided to the Tenant, which may be used to request a formal hearing.
3. If a Tenant is dissatisfied with the informal meeting and Summary of Discussion, he or she may submit a written request to the Department for a formal hearing within seven (7) days of receipt of the Summary of Discussion.
4. The written request for a formal hearing must state the reason why a formal hearing is desired and the relief sought. The Department shall develop a form to assist in requesting a formal hearing and make the form available to upon request.
5. Appointment of Hearing Panel. The Hearing Panel shall consist of three impartially, disinterested persons selected by the Housing Services Manager.

6. Scheduling of Formal Hearing.

- A. The Grievance Hearing Panel shall schedule a hearing within twenty-one (21) days of the date the Department receives the request for a formal hearing.
- B. The hearing will be held at the Department of Community Housing. Written notice will be delivered to the Tenant and the Department by hand delivery or certified mail with a return receipt.
- C. The Notice shall specify:
 - i. The date, time and location of the hearing; and
 - ii. The procedures governing the hearing.

7. If either the Tenant or Department fails to appear for the formal hearing, having received notice, the Grievance Hearing Panel shall make a determination that the non-appearing party has waived the right to a hearing and enter an appropriate decision. Rescheduling requests must be submitted to the Department with at least a 24 hour advanced written notice, and shall be granted only for good cause at the sole discretion of the Department.

8. Any decision made by the Grievance Hearing Panel shall be sent to the Tenant by hand delivery or certified mail with a return receipt.

d. **Procedures.**

- 1. The Tenant shall have the burden of proving the allegations of his or her grievance, and that he or she is entitled to the relief sought, by a preponderance of the evidence, meaning the greater weight of the evidence.
- 2. Upon such showing, the Department shall have the burden of justifying its actions or failure to act.
- 3. At least five (5) day's prior to the hearing, the Department and Tenant shall exchange any copies of any documents or exhibits either intends to introduce into evidence and the names of persons who will testify at the hearing. Given at least a five (5) day prior written request, any relevant Gila River Police Department ("GRPD") reports shall be made available by the Department for viewing by the Tenant at the Department prior to or during the grievance hearing. The Department may also provide the report(s) to the Grievance Hearing Panel to view during the grievance hearing. A copy of the report may or may not be available from the GRPD based on GRPD's own procedures.

4. The Grievance Hearing Panel may render a decision without proceeding with the hearing if it is determined that the same issue has been previously decided in another proceeding.
5. The hearing shall be conducted in an informal manner and oral or documentary evidence pertinent to the facts and issues raised may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
6. The Grievance Hearing Panel shall require the Department, Tenant, counsel and others present in the hearing to conduct themselves in a respectful and orderly fashion. The Grievance Hearing Panel may order the removal of any offending person and continue the hearing in that person's absence.
7. The Department will take steps to insure that reasonable accommodations are made for persons with disabilities participating in the formal hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible, locations, or attendants. If a participant is visually impaired, any notice required under this Grievance Policy and Procedure must be in an accessible format if requested by the Tenant with reasonable notice.
9. When the Grievance Hearing Panel is convening in the decision of the Termination, no other persons shall remain in the room, and the deliberations are confidential amongst the Grievance Hearing Panel.

e. Decision of the Hearing Panel.

1. The Grievance Hearing Panel shall prepare a written decision, which includes the reasons for the decision. A copy of the decision shall be provided to the Head of Household by hand delivery or certified mail with a return receipt within seven (7) days following the hearing. The Hearing Panel shall sign the decision.
2. If the subject of the Aggrieved Event is termination of the Tenant's lease or occupancy, the Grievance Hearing Panel's decision shall only be limited to only the following outcomes:
 - A. To uphold the Department's termination decision; or
 - B. To reverse the Department's termination decision.

If the decision is made to reverse the Department's termination decision, the Grievance Hearing Panel may impose probation on the Tenant for up to twelve (12) months.

3. The Department shall retain a copy of the decision in the Tenant's file.
 4. A copy of the decision, with all names and identifying references deleted, shall also be maintained on file by the Department and made available for inspection by a Tenant, his/her representative, or a Grievance Hearing Panel in a subsequent proceeding(s).
 5. The decision of the Grievance Hearing Panel shall be binding on the Department, which shall take all actions, or refrain from such actions, necessary to carry out the decision unless the Director of the Department determines within a reasonable time, and promptly notifies the Tenant that:
 - A. The grievance does not concern Department action or failure to act in accordance with or involving the Tenant's lease, or Department regulations that adversely affect the Tenant's rights, duties, welfare or status; or
 - B. The decision of the Grievance Hearing Panel is contrary to applicable Community, or Federal law.
 6. If the Grievance Hearing Panel upholds the decision of the Department, the Tenant must vacate the premises within ten (10) days if the basis of the grievance involved an eviction. If the Tenant decides to pursue judicial review, and files a request for judicial review in Community Court within the ten (10) day timeframe, the Tenant may remain in the unit until the Community Court has rendered a decision.
- f. **Eviction**
1. If the Hearing Panel upholds the Department's action to terminate a lease, or occupancy the Department shall not commence an eviction action until such time as it has served, either personally or by certified mail return receipt at the last known address, a Notice to Vacate on the Tenant and no such Notice shall be issued until the decision of the Grievance Hearing Panel has been mailed or delivered to the Tenant.
 2. A Notice to Vacate shall be in writing and specify that if the Tenant fails to quit the premises within the applicable statutory time period, or on the termination date stated in the Notice, whichever is later, the

Department may seek legal action, including requesting assistance from Law Enforcement Department to remove evicted Tenant(s).

3. If necessary, eviction actions shall be brought pursuant to Title 19, Chapter 3 of the Gila River Indian Community Code.

g. **Appeal: Judicial Review**

1. **Judicial Review.** A Tenant who is dissatisfied with the Department's decision of termination of any Lease, after such decision has been upheld by the decision of the Grievance Hearing Panel, may seek judicial review by way of appeal to Community Court. The Court may vacate a decision of the Hearing Panel only if it finds:
 - A. The Department failed to follow its policies and procedures, and the failure materially prejudiced the Tenant; in which case a new grievance hearing shall be ordered;
 - B. The Department acted in a fraudulent, arbitrary or capricious manner; or
 - C. The Department's actions were otherwise not in accordance with the law.
2. **Burden of Proof.** The Tenant has the burden of proving any of the grounds in this section.
3. **Record on Appeal.** In the event of an appeal under this section, the Department shall forward all relevant documents pertaining to the grievance along with any transcript of the formal hearing to the Community Court.