



# **AHA MACAV HOUSING ENTITY POLICIES AND PROCEDURES**

- **Admissions and Eligibility Program Management and Occupancy Master Requirements**
- **Program Management and Occupancy Low Rent**
- **Collection and Compliance**
- **Grievance**
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The Aha Macav Housing Entity (AMHE or TDHE) has adopted a series of administrative and management policies, by and through its governing body, the Board of Commissioners. These policies are formally adopted by the AMHE and until revised or changed by formal action the Board, staff, residents, and program participants are required to follow them. Some of the provisions of these policies, but not all, reflect requirements of federal or tribal law.

The Board may in certain and unique circumstances formally waive some policy requirements on a case-by-case basis. Such a waiver may be made only if (1) Board Members with personal direct or indirect interests abstain from and are not present for both the Board's deliberations and decision, (2) full and complete public disclosure of a waiver request occurs before, during, and after a vote; (3) a two-thirds (2/3) favorable vote of all Board Members appointed is obtained; and (4) the waived Policy requirement is not required by federal or tribal law

The AMHE may also establish special policies by resolution for programs that are operated without Native American Housing and Self-Determination Act (NAHASDA) assistance. Furthermore, the AMHE may adopt other rules, requirements, and procedures to administer its programs but all such enactments must comply with current AMHE policies.

# ADMISSIONS AND ELIGIBILITY

## 1. GENERAL PURPOSE

The purpose of AMHE's **Admissions and Eligibility Policy** is to set forth the approach for determining eligibility and admission to housing owned and operated by the AMHE and selection for other TDHE programs.

## 2. SCOPE

The Policy applies to all AMHE programs that are assisted with federal funds under NAHASDA.

## 3. DEFINITIONS

"Adjusted Income" means the annual income that remains after excluding the following amounts:

- (a) \$480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household)
  - (i) who is under 18 years of age; or
  - (ii) a person with disabilities or a full-time student.
- (b) \$400 for an elderly or disabled family.
- (c) 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, to 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, to the extent necessary to enable another member of the family to be employed or to further his or her education.
- (e) The amount of any earned income of any member of the family who is less than 18 years of age.
- (f) Excessive travel expenses, not to exceed \$25 per family per week, for employment- or education-related travel.
- (g) Such other amounts as may be provided in the Fort Mojave Indian Housing Plan.

(h) Any other amounts permitted to be deducted under applicable federal laws.

"Admission" shall mean admission to occupy housing units owned or managed by the AMHE.

"AMHE" shall mean the Aha Macav Housing Entity.

"Annual Income" shall mean either:

(a) As defined in HUD's Section 8 programs in 24 CFR part 5, subpart F (except when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of Net Family assets); or

(b) Adjusted gross income as defined for purposes of reporting under the Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes.

"Elderly families and near-elderly families" 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 two or more elderly or a near-elderly persons living together, and one or more such persons living with one or more persons determined to be essential to their care or well-being under the Fort Mojave Indian Housing Plan or Rules.

"Elderly Person" means a person who is at least 62 years of age.

"Eligibility" shall mean being eligible for any program operated by the AMHE. It means only that an applicant has an opportunity to be awarded a unit and/or participate in a program, not that a unit will actually be awarded or that program participation will occur.

"Essential Families" means non-Indian families whose presence on the reservation or Indian area is essential to the well-being of Indian families, and whose need for housing cannot reasonable be met without assistance from AMHE. This determination is made by written resolution of the Board before the family may be determined to be eligible.

"Family" shall mean a family with or without children or individuals including elderly, near-elderly, disabled, and any other single person.

"Homeless Family" means a family who is without safe, sanitary and affordable housing even though it may have temporary shelter provided by the community, or a family who is homeless as determined by the AMHE.

"Indian Area" means the area within which the AMHE operates affordable housing programs as set out in the Indian Housing Plan.

"Indian" means any person who is a member of an Indian Tribe.

"Indian Tribe" means a tribe that is a federally recognized tribe or a State recognized tribe.

(a) The term "federally recognized tribe" means any Indian tribe, band, nation, or

other organized group or community of Indian, including any Alaska Native village or regional or village corporation as defined or established pursuant to the Alaska Native Claims Settlement Act, that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians pursuant to the Indian Self- Determination and Education Assistance Act of 1975.

- (b) The term "State recognized tribe" means any tribe, band, nation, pueblo, village, or community –
  - (i) that has been recognized as an Indian tribe by any State; and
  - (ii) for which an Indian Housing Authority had, before October 1, 1997, entered into a contract with the Secretary pursuant to the U.S. Housing Act of 1937 for housing for Indian families and had received funding pursuant to such contract within the five-year period ending October 1, 1997.

"Low-income" means a family whose income does not exceed 80 percent of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

"Median income" means with respect to an area that is an Indian area, the greater of:

- (a) the median income for the Indian area, which the Secretary shall determine; or
- (b) the median income for the United States.

"Near-elderly persons" means a person who is at least 55 years of age and less than 62 years of age.

"Operated" means owned or managed.

"Person with Disabilities" means a person who:

- (a) has a disability as defined in section 223 of the Social Security Act;
- (b) is determined, pursuant to regulations issued by the Secretary, to have physical, mental, or emotional impairment which:
  - (i) is expected to be of long-continued and indefinite duration;
  - (ii) substantially impedes his or her ability to live independently; and
  - (iii) is of such a nature that such ability could be improved by more suitable housing conditions; or
- (c) has a development disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act. Such term shall not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired 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.

"Secretary" means the Secretary of the U.S. Department of Housing and Urban Development.

"Sub grantee" shall mean any individual or organization who receives NAHASDA funds from the AMHE for the purposes of redistributing those funds or to operate a program of the sub grantee.

"Tribally Imposed Ceiling" means an amount or amounts set by AMHE as an additional ceiling or maximum rent to further limit rents for certain rental units.

"Tribal Member" is a member of the Fort Mojave Tribe.

## **4. FAIRNESS AND NON-DISCRIMINATION**

### **A. Fairness**

Eligibility for programs and admission to units operated by the AMHE shall be fair at all times and in all respects. Board Members, Staff, and any Sub grantee of the AMHE shall be fair and impartial in selecting people to participate in programs. They are prohibited from making determinations based in whole or in part on family ties, political views, or personal bias. Selections made by the Staff may be reviewed by the Board for Compliance with this Policy and other TDHE requirements.

### **B. Nondiscrimination**

Pursuant to the NAHASDA law and regulations, the AMHE will comply with the following nondiscrimination requirements, as applicable:

- The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and HUD's implementing regulations in 24 CFR part 146
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD's implementing regulations at 24 CFR part 8.
- The Indian Civil Rights Act (Title II of the Civil Rights Act of 1968; 25 U.S.C. 1301-1303).

## **5. APPLICATION PROCESS**

### **A. Publicity**

All current programs of the AMHE shall be periodically publicized by keeping information in the AMHE offices that is available for public inspection and through any other methods of publication that AMHE believes will adequately notify the community.

### **B. Written Application**

All applications for programs shall be in writing on a form provided by the AMHE, its subsidiaries, or subgrantees which must include the date of application, name and contact information for the applicant, and the name of the program(s) in which the applicant seeks to participate.

## **6. ELIGIBILITY**

### **A. Eligibility Criteria**

To be eligible for certain programs operated by the AMHE or its subsidiaries or subgrantees, an applicant must meet all of the following requirements:

- (a) Qualify as and eligible Family, elderly or near elderly;
- (b) In most cases qualify as being Low-Income (as defined in this Policy);  
and
- (c) Demonstrate that they are willing and able to meet the obligations of participating in the program.

### **B. Conduct-Based Eligibility Criteria**

A. AMHE will deny selection/admission to any housing applicant, admission as an occupant, or continued assistance to a tenant in an AMHE rental or a homebuyer in an AMHE homeownership unit for one or more of the following reasons:

1. Failing to disclose or pay any previous outstanding debt to AMHE, any outstanding housing debt to the Fort Mojave Tribe or any other tribe or tribally designated housing entity.
2. Committing fraud in connection with any AMHE, Fort Mojave Tribe or HUD program, or failing to disclose previously committed fraud in connection with any AMHE, Fort Mojave Tribe or HUD program.
3. Providing false information on the application that AMHE determines to be material and important.
4. Not being of legal age (18 years or older) or legally emancipated, or legally competent to enter into a rental agreement.
5. For homeownership programs only, applicants who cannot provide evidence to the satisfaction of AMHE the ability to make payments for the unit.
6. Any applicant who is currently a registered sex offender with the State of Nevada, California or Arizona. This includes sex offenders who are minors.
7. Any individual who has been evicted or removed from housing for drug related criminal activity (this would include the manufacture, sale, use or possession of an illegal substance) for a period of three (3) years from the date of the removal.

8. Any individual who has been evicted from an AMHE unit for a period of three (3) years from the date of the eviction.
9. Criminal activity that is a threat to the health, safety, or property of others. Criminal activity is defined by the following:
  - a) The applicant has committed a felony criminal act against person or property or is on parole for these crimes in the past three years.
  - b) The applicant has committed three or more misdemeanors in the past two years.
  - c) Further defined as any person who is involved in other criminal activity, i.e., harassment, probation and return from incarceration, cannot participate in AMHE Low Rental Program or Homeownership Program for a period of two years, or reside with a Low Rent or Homeownership tenant as determined by AMHE policies.
  - d) The Executive Director shall make the final determination based on available information.
  - e) The Executive Director may initiate a tenant referral to the FMIT Social Services for a Behavioral Health Assessment if he/she deems it necessary to assist with the determination in question.
  - f) A capital crime shall prohibit an applicant from participating in an AMHE Low Rental Program or Homeownership Program for a period of ten Years from the date of the capital crime.

B. AMHE may deny selection/admission to any housing applicant, admission as an occupant or continued assistance to tenant in an AMHE rental or a homebuyer in an AMHE homeownership unit for one or more of the following reasons:

1. Refusing or failing to complete or supply required forms by the deadline date.
2. AMHE may consider, in its sole discretion, the applicant's housing history with respect to the following factors:
  - a. Poor payment or rent and utilities.
  - b. Failing to care for a unit and premises in which the applicant was a lessee, homebuyer or an adult occupant.
  - c. Not respecting the rights of other residents to the peaceful enjoyment of their housing.

- d. Serious or repeated (one or more) violations of lease agreements or rules of occupancy within the past five years.

C. AMHE may utilize criminal background checks for all family members over the age of 18 in order to screen for past criminal history and may check with other tribal housing providers and previous landlords or lenders to check on lease violations and payment practices.

### **C. Verification of Eligibility**

(a) The AMHE shall verify information provided by the applicant including income to be verified through employers or other appropriate forms of obtaining such information at the time of application for program and upon any update.

(b) All applicants shall provide a release of information form which will allow the AMHE to verify any and all information required for a applicant to participate in the program.

(c) Failure for a applicant to provide or allow the AMHE to obtain the necessary information, will prevent the applicant from participating in a program until such time as the necessary documentation is provided and may cause the applicant to be disqualified.

(d) The AMHE shall verify an applicant's criminal record information, if any, through appropriate forms of obtaining such information at the time of application for program and upon any update.

(e) At any time when the family income or family composition changes while an applicant is on a waiting list, the applicant is to notify the AMHE within thirty (30) days of the change so that their eligibility may be recalculated, if necessary. In any event all applicants shall update their eligibility information annually with the AMHE. Such updates shall include filing income adjustment statements and change in family composition.

### **E. Non low-income families**

For certain programs low income participants are a requirement, including the NAHASDA program. However, in that Program the following exceptions exist:

(a) The AMHE may provide housing or housing assistance to a non-Low-income family within the Indian area if it determines that there is a need for housing for the family which cannot reasonably be met without such assistance;

(b) the determination described in part (a) shall be made by written resolution of the Board before the family may be determined to be eligible;

(c) The amount of assistance that a non-Low-income Indian family may receive will be determined as follows:

- (i) the rent or homebuyer payment to be paid cannot be less than (the



Income of the non-Low-income family divided by the income of the same size family at 80 percent of median income) multiplied by (the rental or homebuyer payment of the same size family at 80 percent of median income);

(ii) in no case shall the rent or homebuyer payment exceed the fair market rent or value of the dwelling;

(iii) other assistance, including down-payment assistance cannot exceed (the income of the same size family at 80 percent of median income divided by the income of the non-Low-income family) multiplied by (present value of the assistance provided to the same size family at 80 percent of the median income);

(iv) these assistance limitations do not apply to non-low-income non-Indian families obtaining housing or housing assistance pursuant to Part 8 of this Policy.

### **C. Non-Indian families**

Generally, you must be an Indian to participate in AMHE programs; however AMHE may provide housing or housing assistance to a non-Indian family within the (reservation/Indian area) if it determines that the family is an Essential Family. This determination is made by written resolution of the Board before the family may be determined to be eligible.

### **D. Notification of Applicants**

(a) All applicants who are determined not to be eligible for a program shall be notified in writing. The Notice shall contain a brief description of the reason(s) they were determined to be ineligible.

(b) All applicants that are initially determined to be eligible for a program shall be notified in writing. Eligibility means only that an applicant has an opportunity to be awarded a unit and/or participate in a program, not that a unit will actually be awarded or that program participation will occur.

(c) All notices to applicants shall be mailed first-class to last known address as reported on their application or annual update thereof (this applies to general delivery addresses as well).

## **7. SELECTION**

### **A. Selection Process**

AMHE will select program participants based on an applicant's eligibility, program and/or housing unit availability, and applicable

### **B. Written Waiting List**

(a) When demand for a particular program or for units is anticipated to exceed anticipated availability, eligible applicants shall be placed on a written waiting list.

These lists shall be available for inspection at the AMHE offices. The lists shall be updated on a regular basis.

(b) The following preferences shall be given when placing applicants on to a written waiting list:

(i) Preference for Tribal Members (for NAHASDA programs this does not include descendants who are not enrolled members of the Tribe)

## **8. CONFLICTS OF INTEREST**

Conflicts of interest shall be handled as set forth in the Ethical Standards of Conduct Policy.

# PROGRAM MANAGEMENT AND OCCUPANCY – MASTER REQUIREMENTS

## 1. GENERAL PURPOSE

The purpose of AMHE's **Program Management and Occupancy – Master Requirements** is to set out occupancy standards for housing units owned, operated or managed by the AMHE as well as to establish program management policies governing the management of the various programs that the AMHE undertakes. The management and supervision of a particular program includes such items as staffing, counseling, collection, inspections, property management and general implementation of the program.

## 2. SCOPE

The Policy applies to all AMHE programs that are assisted with federal funds under NAHASDA.

## 3. DEFINITIONS

**Participant:** An individual who is a homebuyer, owner, tenant, resident, program participant, or borrower who already participates in an AMHE program.

## 4. REQUIREMENTS

1. In managing all of its programs and housing property the AMHE and all of its subgrantees and operators of its programs that it funds shall treat all Participants, tenants, homebuyers and owners fairly.
2. Information about available programs and program requirements when feasible and reasonable shall be made available to the public.
3. No nepotism.
4. No politics.
5. Termination of a Participant shall only be done for good cause and in compliance with federal and tribal law as well as in conformance with relevant contracts and other AMHE policies.

6. Management of the AMHE programs shall be performed by the AMHE staff. The Board shall not manage programs but rather establish policies for the staff to use to administer AMHE programs.
7. Though a tribal program, the AMHE is run separately by its Board and staff in a business-like manner. Coordination and communication with tribal elected and paid staff are important but administrative and management decisions are not made by such tribal officials except when establishing the Indian Housing Plan or when specific tribal ordinances dictate otherwise.
8. AMHE programs are locally directed. However, funding and financing from federal, tribal, private and other sources may be utilized in addition to AMHE revenues and when requirements accompany those funds they shall be fully complied with or the funds should not be utilized.
9. In operating its programs AMHE Board Members, staff, and contractors must always comply with all federal and tribal laws.
10. AMHE records are open. All records, except those that contain personal financial information of Participants or contractors or are of a privileged legal nature, are available to the Tribe, all tribal members and funding entities including the U.S. Department of Housing and Urban Development in matters which are funded by NAHASDA.
11. Participants and prospective Participants will always be treated by the Board and staff in a respectful manner.
12. AMHE meetings are open. Except for Executive Sessions involving discussion of certain privileged and legal matters, all Board Meetings shall be publicly posted at the main office and opened to the public. However, airing of complaints at Board meetings may not be permitted unless Participants have complied with applicable grievance procedures.
13. The AMHE shall have the right to verify information provided including earned income to be verified through employers or other appropriate forms of obtaining such information at the time of admission into a program and upon any recertification.
14. All Participants shall provide a release of information form which will allow the AMHE to verify any and all information required for a Participant to participate in a program.
15. Failure for a Participant to provide or allow the AMHE to obtain the necessary information will prevent the Participant from participating in a program until such time as the necessary documentation is provided and can even cause the Participant to be disqualified.
16. Termination from a program must be given in writing.

# PROGRAM MANAGEMENT AND OCCUPANCY – LOW RENT PROGRAM

## 1. PURPOSE

The following **Special Requirements** have been adopted to establish additional Policy requirements for the AMHE Low Rent Program. Should these Special Policy Requirements conflict with the Master Requirements, the Master Requirements shall prevail.

## 2. DEFINITIONS

**Participant:** The individual or family participating in the Low Rent Program. The Participant may also be known as a Tenant.

**Rent:** An amount of monies to be paid to the AMHE by the Participant, as determined by the Determination of Rent formula.

- Determination of Rent: Rent shall be determined by taking 30%, (but no more than 30%) of the Participants adjusted annual income. If the household has no income, no rent will be assessed, however Participants may still be required to pay for utilities.

## 3. REQUIREMENTS

**A. Security Deposit:** A security deposit must be paid by all tenants at the time of signing the lease agreement. Security deposits shall be kept in a separate account by the AMHE. The security deposit shall not be used except in the situation where a tenant has moved out and owes the AMHE past rents or where the tenant has moved out and there is damage to the property which must be repaired or where the tenant has other outstanding charges owed by the tenant. Security deposits shall be returned to the tenant where the tenant has moved out and all past rents are paid and where the tenant has moved out and the premises is left in a reasonably clean standard with no damage other than ordinary wear and tear. After the tenant returns the keys to the AMHE, the AMHE shall forward to the vacating tenant a written accounting of the use of the security deposit plus a check for the unused amount.

**B. Recertification:** At any time when the family income or family composition changes during occupancy, the Participant is to notify the AMHE within ten (10)

days of the change so that the rents may be recalculated, if necessary. In any event all Participants shall rectify annually with the AMHE. Such recertification shall include filing income adjustment statements and change in family composition.

**C. Termination of Assistance or Default:** A Participant who defaults upon his/her obligations to pay rent, or who violates any law or policy of the Tribe or AMHE respectively, shall be issued a Notice of Termination in accordance with the AMHE's Collection and Compliance Policy, tribal laws, Landlord Tenant Code or any other applicable law.

**D. Drugs:** No drugs or illegal acts shall be allowed in, on or around the premises by the Participant or guest of the Participant. Violation of this policy shall be grounds for immediate termination.

**E. Rules for Occupancy:** Participants may be evicted based on violations of rules of occupancy. The rules for occupancy shall be those required by law, those set out in the Tenant lease, and the following:

- (1) Participants and any member of or guest in such Participant's household shall comply with all laws affecting the use of the premises.
- (2) The leased premises shall be the Participant's primary place of residence.
- (3) There shall be no loud parties, gatherings or disturbances inside or outside the unit.
- (4) There shall be no criminal activity (including drug-related criminal activity) at or away from the unit.
- (5) In the event of a conviction of any household member for the sale of controlled substance, including alcohol, the family shall be evicted and removed from the unit.
- (6) There shall be no more than two pets (being limited to cats, dogs and fish). Dogs are not to be permitted to run at large. No dangerous dogs may be kept in the home. There shall be no horses, cattle, ponies, goats, sheep, pigs or other livestock kept in the rental project homes.

Unleashed and unconfined dogs pose a threat to the health, safety, and welfare of AMHE project residents, guests, and employees. It is therefore the policy of AMHE that all Tenants are

responsible for keeping their dogs leashed or confined within a secure enclosure.

- (7) Cars shall be parked in the designated parking area when provided. No inoperable or junk vehicles shall be kept at the unit.
- (8) Trash will not be allowed to accumulate at the unit, but will be promptly cleaned up and properly disposed of. Garbage and rubbish must not be burned.
- (9) The Tenant(s) shall keep the inside of the unit in a clean and sanitary condition and shall take proper care of all landscaping, including watering, cutting the grass, raking leaves and removing all litter and rubbish.
- (10) The Tenant(s) shall deposit all garbage, trash, and rubbish in a suitable receptacle and keep the receptacle in the area provided.
- (11) The Tenant(s) is/are responsible for the children of the family and any guests or other residents of the home.
- (12) All broken windows, not caused by an Act of God, shall be repaired at the expense of the Tenant(s).
- (13) The AMHE shall not be responsible for property left in an abandoned home.
- (14) No business activity shall be conducted in the unit or on the property without the prior written consent of AMHE.
- (15) The Tenant(s) may not take in boarders, sublease the premises or turn over the premises to another person without the prior written consent of AMHE.
- (16) Flammable products such as gasoline, turpentine or paint thinner, solvents and other like items must not be kept in the unit.
- (17) The careless use of firearms recklessly and unacceptably endangers the health, safety, and welfare of all residents, guests, and employees of AMHE projects. Accordingly, the Tenant, or any member of or guest in such Tenant's household, may NOT discharge a firearm in, around, or near any AMHE unit or project.

- (18) The use or possession of fireworks of any type, gunpowder, or other explosive materials in, around, or near any AMHE unit or project is strictly prohibited.
- (19) A Tenant who leaves their unit for a period in excess of ten days without notifying the AMHE is deemed to have abandoned the unit.

Tenants are reminded that under the lease they are responsible for the acts of their resident Family and are required to take all reasonable steps to assure compliance with these rules by their guests and other invitees. Violations of any of these rules by a Tenant, family or household member, guest or invitee may be grounds for termination of the lease and eviction from the unit.

**F. Utilities:** It shall be the responsibility of the Participant to provide any and all utilities to the unit; the AMHE may establish utility allowances for its Participants. If any monies accrue due to the negative rents, such accrual in monies shall be that of the AMHE and not the Participant. The AMHE may set off other funds owed to the AMHE against any utility allowance.

**G. Move-in Inspections:** The AMHE will conduct move-in inspections with the Participant to determine the condition of the unit. The inspection report will be signed by the Participant and the AMHE Inspector. The Participant will be given a copy of the report for his/her files. A video inspection may be conducted by the AMHE. If such inspection occurs, the video is to be kept in a safe place at the AMHE.

**H. Move-out Inspections:** The AMHE will notify the Participant of the date and time of the move-out inspection. The Participant may be present. The AMHE shall submit to the Participant a written statement of the costs of any and all damage or maintenance required by the Participant to put the home back in a satisfactory condition. Such costs may be deducted from the Participant's security deposit.

**I. Inspections:** The AMHE may conduct a complete interior and exterior examination of the premises once a year. Previous inspection reports will be evaluated by normal wear and tear, no tenant damages, and good housekeeping practices, those unit(s) will be taken off the inspection list for that year, these units will be inspected every other year. The AMHE shall notify the Participant to establish a date and time for such inspection. It may conduct periodic inspections as the need arises and when possible and appropriate try to notify the Participant. The AMHE may conduct inspections at other times throughout the year in order to ensure Participant compliance, or for other good cause, provided that advance notice is provided to Participants.

**J. Counselors:** The AMHE may appoint a counselor or property



management staff member (or both) to each low rent unit who will be responsible for maintaining AMHE Participant relations, insuring Participant requirements are met, insuring timely recertification of Participant, and the insuring the unit is maintained in accordance with the lease agreement.

# COLLECTION AND COMPLIANCE POLICY AND PROCEDURES

## Policy Statement

The Board of Commissioners of the Aha Macav Housing Entity recognize that it is necessary to adopt and implement collection and compliance policies and procedures in order to operate as a property management business. The governing body realizes that the Aha Macav Housing Entity relies on the income generated from rent and homebuyer payments to maintain the property owned and managed by the Aha Macav Housing Entity.

The purpose of this policy is to inform the residents and homebuyers of established guidelines for the collection of rent, house payments, housing services, and payment of work orders along with other charges. The objective of this policy is to collect the amounts owed to the Aha Macav Housing Entity to ensure the continuation of adequate housing services while providing for the safety and wellbeing of residents along with promoting fairness through a due process. This policy is also intended as a means for the Aha Macav Housing Entity to enforce other requirements residents are expected to comply with such as Rules of Occupancy, homebuyer maintenance responsibilities, utility payments, etc.

For the purposes of this policy, rental and homeownership occupants and other families receiving services will be referred to as 'residents'. This policy shall apply to residents who have entered into a dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement with the Aha Macav Housing Entity.

## 1. PAYMENTS

### A. Due Date

Resident and Homebuyer payments are due on or before the first day of each month.

### B. Where and How to Make Payments

- (1) Resident and Homebuyer monthly payments must be made at the Aha Macav Housing Entity Administrative Office located at 4000 Roosevelt Road, Mohave Valley, AZ or sent by mail to 4000 Roosevelt Road, Mohave Valley, AZ 86440.
- (2) Payments must be made by money order or personal checks only.

- (3) Residents shall be strongly encouraged to participate in employer payroll deduction programs so that rent and homebuyer payments are automatically paid each month.
- (4) If possible, residents shall also be encouraged to participate in direct deposit banking programs for the automatic payment of rent and homebuyer payments.
- (5) The amount of Resident or Homebuyer monthly payments is defined in the Aha Macav Housing Entity Eligibility, Admissions, and Occupancy Policy.

**C. Partial Payments** When a resident presents credible evidence that clearly shows an inability to make full payment, the Aha Macav Housing Entity may accept partial payment. The limit on the number of times a resident may submit partial payment is once a year. If a resident unexpectedly encounters more than one event in a year, a resident may submit any assurances or evidence to the Housing Director and an exception may be granted, in the discretion of the Housing Director. Residents will be required to enter into a payback agreement with Aha Macav Housing Entity to resolve past due arrearages.

## **2. COLLECTIONS**

### **A. Timetable for Notices Applicable to Rental and Homeownership Programs**

- (1) **First Notice:** If resident or homebuyer monthly payments are not paid by the seventh (7<sup>th</sup>) day of each month, or if the resident is found not to be in compliance with any other provisions of their dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement, the Aha Macav Housing Entity shall send a Notice of Delinquency and/or Notice of Non-Compliance by regular mail or deliver in-person. If delivered in-person, staff shall first seek a signature of acknowledgement of receipt from the head of household thereafter it may be an adult 18 years of age and over. This notice will contain the following:
  - (a) The date of the notice.
  - (b) The date the rent or homebuyer payment and other charges were due.

- (c) Statement of how much is owed the Aha Macav Housing Entity.
  - (d) If the Notice is being sent for non-compliance issues other than non-payment, the Notice shall describe why the resident isn't in compliance with their dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement. These reasons may include, but are not limited to, violating the Rules of Occupancy, not complying with the recertification or income verification requirements, conducting criminal activity, etc.
- (2) **Final Notice:** If rents or homebuyer payments are not paid by the twentieth (20<sup>th</sup>) day of each month, or if the resident is found not to be in compliance with any other provisions of their dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement, the Aha Macav Housing Entity shall send a Final Notice of Delinquency by regular mail or deliver in-person. If delivered in-person, the Aha Macav Housing Entity Representative shall first seek a signature of acknowledgement of receipt from the head of household or adult 18 years of age and over. This notice will contain the following:
- (a) The date of the notice.
  - (b) The date the resident or homebuyer monthly payment and other charges were due.
  - (c) Account balance owed to the Aha Macav Housing Entity.
  - (d) Person of contact to schedule a mandatory appointment for financial/compliance counseling. [As stated in AMHE Lease Section 6(n)]
  - (e) A date and time indicated in the notice to meet with the Board of Commissioners to discuss a resolution or negotiate Payment Agreements for delinquent amounts.
  - (f) If the Final Notice is being sent for non-compliance issues other than non-payment, the Notice shall describe why the resident isn't in compliance with their dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement.

- (3) In the Aha Macav Housing Entity **RENTAL PROGRAMS**, if monthly rent is not paid by the last day of the month or if the resident has not complied with any other requirements described in their Dwelling Lease and has defaulted in any agreements, the Aha Macav Housing Entity shall send the resident a thirty (30) day Notice of Termination by certified or registered mail or in person. If delivered in-person, staff shall first seek a signature of acknowledgement of receipt from the head of household or adult 18 years of age and over. This notice shall contain the following:
- (a) The reason for termination.
  - (b) A thirty (30) day period during which the resident will be allowed to respond to the Aha Macav Housing Entity, in writing or in person, regarding the reason for termination. The resident will have the opportunity to meet with the Board of Commissioners on the date and time indicated in the Notice of Termination.
  - (c) Allow the resident to be represented or accompanied by a person of his/her choice.
  - (d) If within thirty (30) days after the Aha Macav Housing Entity gives Notice of Termination and has met with the Board of Commissioners, and the resident presents assurances or evidence satisfactory to the Aha Macav Housing Entity, the Notice of Termination may be rescinded or extended on a case-by-case basis to be determined by the Aha Macav Housing Entity Board of Commissioners. Unless there is such a recession or extension, the lease term and agreement will terminate on the expiration of the 30<sup>th</sup> day from the date of notice.
- (4) If the resident does not respond within the thirty (30) day period, The Aha Macav Housing Entity's designated attorney will file a civil complaint in the Fort Mojave Tribal Court seeking eviction and/or full payment of the delinquent amount. The complaint shall include a copy of the dwelling lease, account ledger, letters and other notices sent or delivered to the resident regarding non-payment or non-compliance.
- (5) In the Aha Macav Housing Entity **HOMEOWNERSHIP PROGRAMS**, if homebuyer payments are not paid by the last day of the month or if the resident has not complied with any other requirements described in their homeownership agreement; lease to purchase agreement; or any other type of agreement, the Aha Macav Housing

Entity shall send the homebuyer a thirty (30) day Notice of Termination of the homebuyer's agreement by certified mail, registered mail, or in-person. If delivered in-person, staff shall first seek a signature of acknowledgement of receipt from the head of household or adult 18 years of age and over. This notice shall contain the following:

- (a) The reason for termination.
  - (b) The date and time the homebuyer will be mandated to meet with the Board of Commissioners to respond to the reason for termination and may make an agreement to comply with any non-compliance and/or non-payment issues.
  - (c) A thirty (30) day period during which the homebuyer will be allowed to respond to the Aha Macav Housing Entity, in writing or in person, regarding the reason for termination.
  - (d) Allow the homebuyer to be represented or accompanied by a person of his/her choice.
  - (e) If within thirty (30) days after the Aha Macav Housing Entity gives Notice of Termination, and the homebuyer presents assurances or evidence satisfactory to the Aha Macav Housing Entity, the Notice of Termination may be rescinded or extended on a case-by-case basis to be determined by the Aha Macav Housing Entity Board of Commissioners. Unless there is such a rescission or extension, the lease term and agreement will terminate on the expiration of the 30<sup>th</sup> day from the date of notice.
- (6) If the homebuyer does not respond within the thirty (30) day period, the Aha Macav Housing Entity will proceed with the proper legal actions necessary for eviction. The Aha Macav Housing Entity's designated attorney will file a civil complaint in the Fort Mojave Tribal Court seeking eviction and/or full payment of the delinquent amount. The complaint shall include a copy of the homebuyer agreement/lease-to-purchase agreement, account ledger, letters and other notices sent or delivered to the resident regarding non-payment or non-compliance.
- (7) Requests for judgment in both the rental and homeownership programs shall contain the following:

- (a) The amount due and owing and/or other non-compliance issues pursuant to the Dwelling Lease or Homebuyer agreement.
- (b) Legal expenses and filing fees.
- (c) Cost of repairs to the unit.
- (d) Lost income for the time the unit is unoccupied beyond the date of termination.
- (e) Possession of the property.

**B. Collection or Non-Compliance Remedies**

- (1) Residents with delinquent accounts or who are not in compliance with their dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement are encouraged to enter into agreements for payment of their delinquent account or to become in compliance with the requirements of their dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement. The Aha Macav Housing Entity may negotiate an agreement for non-payment or non-compliance with the resident as an alternative to termination. The non-payment or non-compliance agreement will be on a short-term case-by-case basis and will include an acknowledgment of the amount owed, the terms of repayment including the date, amount, and method of payment, other non-compliance issues, along with a default clause in the event the agreement is breached. The non-payment or non-compliance agreement will be signed by the head of household and designated Aha Macav Housing Entity Representative. If a resident presents credible evidence of hardship that caused or may cause a breach of the agreement, the Aha Macav Housing Entity will have discretionary authority to renegotiate or reconsider the agreement.
- (2) Should a resident violate the terms of their agreement with the Aha Macav Housing Entity, the Aha Macav Housing Entity shall proceed with proper legal eviction action.
- (3) Payment agreements may be executed for payment of vacated accounts at the discretion of the Aha Macav Housing Entity Management Director.

- (4) Failure to make the required monthly payments and/or breach of subsequent payment agreements and termination of the resident's dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement may result in permanent loss of eligibility for future services or benefits offered by the Aha Macav Housing Entity.
- (5) Residents with delinquent accounts will be referred to appropriate financial management counseling and provide any other available information that will facilitate the prompt payment of their delinquent account. The Aha Macav Housing Entity may schedule a financial management counseling session for the resident at a specified time and location during the period of account delinquency. Attendance and participation will be required. The Aha Macav Housing Entity shall require the resident to sign a statement documenting attendance and commitment by the resident to improve their personal financial management skills. If a resident's account is delinquent more than a two (2) month period, the resident will automatically be required to complete a financial management session.
- (6) At the discretion of the Aha Macav Housing Entity Executive Director, full payment of delinquent rent or homebuyer payments, including any current amounts due, may be accepted and collection proceedings stopped.
- (7) For vacated accounts, a statement of the balance due will be promptly sent to the vacated resident after the unit has been vacated. If the amount is not paid or arrangements have not been made within thirty (30) days, the account will be turned over to the Aha Macav Housing Entity respective legal counsel for legal collection action.

**C. Health and Safety Violations**

Notwithstanding any other provision of this policy, should the noncompliance and reason for termination involve any action by the Tenant or any occupant of the premises which constitutes a serious threat to health and safety of the community, AMHE may inform the resident of immediate termination.

**D. Court Action**

- (1) After the filing of the complaint and summons are served, the defendant (delinquent resident) can still arrange for settlement and/or an arrangement. The plaintiff Aha Macav Housing Entity will inform the court that a settlement has been reached if agreement has



been made to resolve the outstanding amount. The Aha Macav Housing Entity will include the costs of any amounts included in the civil complaint and request for judgment in the settlement or arrangement. The settlement or arrangement shall include language that in the event the defendant breaches the agreement, the case shall be automatically reopened and heard in Court for an immediate eviction.

- (2) The Aha Macav Housing Entity shall reserve the right to seek resolution of the case and settlement prior to the court hearing and final ruling. Once the court's final ruling has been made, no settlement or arrangement shall be allowed.
- (3) Once the Court issues an order of eviction, a copy shall be hand-delivered (if possible) to the resident by the appropriate law enforcement officials. The order shall specify the date for the resident to be evicted. The Aha Macav Housing Entity shall monitor the unit and arrange to secure the unit (changing locks, boarding up the windows or doors, etc.) on the day of the eviction. The Court Order shall include the method for settlement of the delinquent account after the eviction. The Order may direct the defendant to make monthly payments to the Court or make payments directly to the Aha Macav Housing Entity. In any case, the delinquent account shall remain on the Aha Macav Housing Entity books until the account is paid in full.
- (4) If a resident refuses to vacate a unit by the specified date in the Court Order, the judge shall describe the method as to how the resident(s) shall be forcibly evicted from the units by appropriate law enforcement officers. The Aha Macav Housing Entity employees or members of the governing body shall never attempt to forcibly evict a resident.
- (5) If a resident moves out after notification of termination and makes no attempt to settle the outstanding amount, the Aha Macav Housing Entity shall consider the unit abandoned and refer the case to its respective legal counsel for filing in the Fort Mojave Tribal Court for collection. The Aha Macav Housing Entity shall make every attempt to collect and continue to do so after issuance of the Court Order for payment.
- (6) It is the responsibility of the evicted resident to remove all personal property from the unit within one (1) day after being evicted. Personal property can only be removed under the supervision of a designated Aha Macav Housing Entity Representative or a law enforcement officer depending upon the circumstances of the

eviction along with the Court Order for eviction. However, if the resident cannot be located, the Aha Macav Housing Entity shall remove and claim the personal items as Aha Macav Housing Entity property and will be properly disposed.

# APPENDIX

## FIRST NOTICE OF DELINQUENCY FOR NON-PAYMENT

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

You are hereby notified that we have not received any payment from you this month. Your monthly payment is due on the first 1<sup>st</sup> of every month. According to our records, you currently owe the outstanding amount of \$\_\_\_\_\_.

In accordance with our approved Collection and Compliance Policies and Procedures, if we do not receive your monthly payment by the 30th day of this month or if you have not negotiated a Payment Agreement, a **Notice of Termination** will be delivered to you terminating your dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement with the Aha Macav Housing Entity.

Your cooperation will be very much appreciated.

Sincerely,

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Collection Officer

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Tenant Occupancy Specialist

## FINAL NOTICE OF DELINQUENCY FOR NON-PAYMENT

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

Second notification that we still have not received any payment from you this month. Your monthly payment is due on the first (1<sup>st</sup>) of every month. According to our records, you currently owe the outstanding amount of \$\_\_\_\_\_.

If you are experiencing some financial difficulties at the present time and are in need of financial management counseling assistance, please contact our office at (928) 346-1322. If you are unable to clear your delinquent account, you must contact us at your earliest convenience to negotiate a **Payment Agreement**.

In accordance with our approved Collection and Compliance Policies and Procedures, if we do not receive your monthly payment by the 30th day of this month or if you have not negotiated a Payment Agreement, a **Notice of Termination** will be delivered to you terminating your dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement with the Aha Macav Housing Entity.

Your cooperation will be very much appreciated.

Sincerely,

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Collections Officer

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Tenant Occupancy Specialist

## FIRST NOTICE OF NON-COMPLIANCE

(DATE)

(NAME & ADDRESS OF RESIDENT)

You are hereby notified that you are not in compliance with your dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement with the Aha Macav Housing Entity.

The reason(s) you are not in compliance is/are:

- non-compliance, in violation of the Rules of Occupancy
- non-compliance with the Tribe's Animal Control Ordinance
- not complying with recertification notices
- not complying with requests for documentation
- not performing maintenance responsibilities

In accordance with our approved Collection and Compliance Policies and Procedures, if you are not in compliance with your dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement with the Aha Macav Housing Entity by the 30th day of this month or if you have not negotiated a plan of action to correct the reason(s) you aren't in compliance, a **Notice of Termination** will be delivered to you terminating your Dwelling Lease or Homeownership Agreement with the Aha Macav Housing Entity.

Your cooperation will be very much appreciated.

Sincerely,

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Tenant Occupancy Specialist

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Executive Director

## FINAL NOTICE OF NON-COMPLIANCE

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

Second notice that you are still not in compliance with your dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement with the Aha Macav Housing Entity.

If you are experiencing some sort of difficulty in resolving the reason(s) you are not in compliance, please contact our office at (928) 346-1322 and we may be able to refer you to someone who may be able to assist you. If you are unable to resolve the reason(s), you are **required** to contact us at your earliest convenience to negotiate a plan of action to resolve the non-compliance issues.

In accordance with our approved Collection and Compliance Policies and Procedures, if you are not in compliance with your dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement with the Aha Macav Housing Entity by the 30th day of this month or if you have not negotiated a plan of action to resolve the non-compliance issues, a **Notice of Termination** will be delivered to you terminating your dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement with the Aha Macav Housing Entity.

Your cooperation will be very much appreciated.

Sincerely,

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Tenant Occupancy Specialist

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Executive Director

**NOTICE OF TERMINATION**  
**For Non-Payment / Non-Compliance**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_  
Program: \_\_\_\_\_  
Project #: \_\_\_\_\_ Unit#: \_\_\_\_\_

The Aha Macav Housing Entity has determined that you are in breach of your obligations set forth in the following particulars: \_\_\_\_\_

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1. **The Aha Macav Housing Entity hereby serves notice that the dwelling lease; homeownership agreement; lease to purchase agreement; or any other type of agreement between you and the Aha Macav Housing Entity, is being terminated.** This Notice is being served upon you by certified mail and or hand delivered on \_\_\_\_\_. You have thirty (30) days from the date you received this Notice of Termination to respond and avoid termination procedures which will commence on the expiration of the 30 days.
2. YOU ARE REQUIRED TO MEET WITH THE BOARD OF COMMISSIONERS ON \_\_\_\_\_ at which time it will consider any evidence satisfactory or response contrary to the Housing Entity's reasons for termination. You may be represented or accompanied by a person of your choice. If you are unable to attend the meeting, you are required to give prior notice of the reason of your absence. Please note, a decision will be determined with or without your presence.
3. The final decision of the Housing Entity Board of Commissioners, whether to rescind or extend the Notice of Termination or to reaffirm its decision to terminate your lease, shall be made upon the expiration of the thirty (30) day period.
4. No action for eviction shall commence until expiration of the remainder of the thirty (30) day period. If evidence or assurances, satisfactory to the Housing Entity, that the reasons for termination no longer exist and that you will carry out your obligations under the lease, the Housing Entity may rescind or extend this Notice of Termination. Such evidence or assurances must be delivered to the Housing Entity, by the Tenant, in person prior to the expiration of the thirty (30) day period.  
  
At the end of the thirty (30) day period, the Housing Entity will notify you in writing as to its final decision, and also what further action it intends to take.
5. This will further advise you that the Housing Entity may only terminate the tenancy for serious or repeated violation(s) of the lease, or for other severe violations, that include Health & Safety. Furthermore, the Housing Entity may only evict occupants from the dwelling unit through a civil court proceeding in which you, the Tenant, has the opportunity to present a defense, and only after a decision by the court on the rights of the parties involved.

\*A copy of this notice will be forwarded to the Tribal Council; authorized by the Board of Commissioners.

Sincerely,

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Collections Officer / Tenant Occupancy Specialist

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Executive Director



# GRIEVANCE POLICY

## 1. PURPOSE

The purpose of this policy is to set forth the general principles by which the AMHE provides for and hears grievances and formal complaints by its program participants and applicants.

## 2. DEFINITIONS.

**"Participant"** shall mean any individual who has applied for, has been awarded, or is currently participating in any AMHE NAHASDA housing program.

**"Grievance"** shall mean any dispute which a Participant may have with respect to TDHE action or failure to act with respect to any AMHE NAHASDA housing program and which is presented to the AMHE in accordance with these Grievance Procedures. Expressly excluded are any matters involving the 184 Loan Guarantee program. Also expressly excluded are disputes involving termination of leases, homeownership agreements, or any other rights to occupancy or evictions except that this does not alter any right of review or examination of documents under certain such proceedings as provided by NAHASDA or AMHE policy.

**"Complainant"** shall mean the person who files a Grievance.

**"Immediate Family"** shall mean wife, husband, brother, sister, mother, father, grandmother, grandfather, son, daughter, grandson, granddaughter and any relative or any other party, whether a relative or not, that a person is living with or intends to live with in the same house or household.

## 3. REQUIREMENTS.

1. This Grievance Policy allows decisions, actions or inaction of AMHE staff to be appealed or reviewed by Participants who are directly impacted or affected so long as certain required procedures are followed.
2. Complainants are entitled to a modified form of due process with respect to their Grievances. This shall include the right to a hearing, personally or by representative, to present written and oral arguments, to examine documents determined to be relevant to the matter, and to call and examine witnesses.
3. Any Grievance must be filed in writing by a Participant no later than ten (10) days after the AMHE decision, action or inaction occurs.

4. AMHE staff, Board Members, and Complainants shall treat each other respectfully and fairly when handling, hearing or presenting a Grievance.
5. Written acknowledgment of the Grievance and notice of the scheduled Grievance Hearing date, time and place shall be provided by the AMHE to the Complainant.
6. AMHE staff and the Complainant shall attempt to informally resolve a Grievance prior to a Grievance Hearing.
7. The AMHE Board shall serve as the decision-making body regarding all Grievances, regardless of whether the Board may have been involved in any part of the decision regarding the subject matter of the Grievance. A majority of the Board Members present and voting shall render the decision of the Board, with the Chairman's vote to break a tie.
8. The Chairman of the Board shall preside over the Grievance Hearing and shall make the final determination as to questions of rules and procedure. The Chairman may be advised by and consult with AMHE staff or legal counsel on procedural matters during this process.
9. The Board shall require all in attendance to conduct themselves in an orderly fashion during the Grievance Hearing. Testimony and evidence shall be limited to the decision which is the basis of the Grievance. Failure to comply with the directions of the Board may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party and automatic granting or denial of the relief sought. Participants and the Board shall be respectful at all times.
10. Board members shall disqualify themselves from any decision or voting on any Grievance issue directly related to their immediate family, and shall not discuss such matter with other Board members. The Board shall be impartial.
11. Grievance matters including the Grievance Hearing may be confidential and not open to the public depending upon the subject matter, as determined by the Chairman.
12. Additional AMHE Grievance Procedures, as may be needed, may be adopted from time to time by the AMHE Board.
13. Grievances shall be promptly heard and determined and unless Complainant and the AMHE agree otherwise, a hearing shall be held.
14. An effort shall be made to schedule hearings at a time convenient to

the Board and the Complainant, but this shall not deter a prompt hearing. Should the Complainant fail to appear at the Grievance Hearing, the Board may 1) dismiss the Grievance 2) proceed without the Complainant, or 3) reschedule the hearing one last time.

15. This Grievance process does not apply to employees except as they may assert a grievance as a Participant, nor does it apply to vendors or contractors.
16. Complainant has the right to review all files and documents that were used by the AMHE in its original decision. This includes names of witnesses or parties who have made complaints if such parties' statements were used by the AMHE in its original decision.
17. Both the Complainant and a representative of the AMHE, who may be the same person who is providing advice to the Board, shall make oral arguments at the Grievance Hearing. Complainant may have a representative speak on such Complainant's behalf.
18. The Grievance Hearing shall be conducted informally by the Board and oral or written evidence pertinent to the facts and issues raised by the Complainant will be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
19. After due consideration is given to a Grievance, a final AMHE decision will be made by the Board whether to sustain, reverse or modify the decision, action, or inaction challenged. A written decision shall be promptly given to the Complainant no later than ten (10) days after the hearing.
20. The decision of the Board is final and not subject to further appeal or review.
21. Failure to follow any requirement of this Policy or the AMHE Grievance Procedures shall allow the Board to dismiss the Grievance with no further consideration.
22. Filing a Grievance shall not suspend, negate, delay or disrupt the implementation of an AMHE decision or action.
23. The provisions of this Policy shall not apply when any Grievance concerns:
  - (1) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the AMHE's other Participants or AMHE employees or project neighbors, or

(2) any activity or drug-related activity by Participants, their household members, guests or invitees affecting the premises, project or rights or well-being of any Participant or project neighbors.

24. This Policy shall be provided to all Participants who become tenants or homebuyers of the AMHE-owned or managed properties. It shall also be prominently posted in a public space at all AMHE offices.
25. Nothing contained in this Policy or in the AMHE Grievance Procedures shall waive any sovereign immunity that the AMHE may have.

# RELOCATION POLICY

## 1. PURPOSE

The purpose of this policy is to set forth the guidelines and procedures related to the temporary relocation of housing participants. These guidelines were established as a result of the Uniform Relocation Act (URA) which was made applicable to Indian programs on April 2, 1989. Prior to HUD approval for any grant, contract, or agreement requiring relocation activity under which HUD provides financial assistance, the Aha Macav Housing Entity must provide a certification of compliance that it will comply with the URA as required at 49 CFR 24.

## 2. DEFINITIONS

Temporary Relocation Dwelling - Dwelling which is suitable, decent, safe and sanitary to be used by the resident during the rehabilitation period. The relocation dwelling may not necessarily be comparable to the original dwelling as long as the decent, safe and sanitary requirements are met.

Displaced person - The term "displaced person" means any family or individual that moves from an AMHE owned or operated housing unit, or moves his or her personal property from the real property, permanently and involuntarily, as a direct result of Acquisition, Rehabilitation or Demolition.

Persons Not Considered a "Displaced Person" - A person who is not required to relocate permanently as a direct result of a rehabilitation project and will return to the original project within a reasonable period of time. (Temporary relocation)

Person Not eligible for assistance - A person is not eligible for assistance if any of the following situations occur:

- The participant has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of Federal, State or local law or other good cause.
- The person has no legal right to occupy the property under local law (e.g. occupying a Mutual Help home without an executed Mutual Help and Occupancy Agreement (MHOA) or sublease.

Utility Costs - Expenses for heat, cooking, lighting, water and sewer incurred in the reasonable residential use and occupancy of a dwelling.

### **3. PROJECT PLANNING**

Consistent with the goals and objectives of the HUD program, the Aha Macav Housing Entity assures that it will take all reasonable steps to minimize relocation as a result of a rehabilitation project. If necessary to accomplish this goal, the Aha Macav Housing Entity will consider the feasibility of carrying out the project in stages.

The Aha Macav Housing Entity will take the steps necessary to ensure cooperation and coordination among government agencies, utility providers, chapter officials, and affected persons.

The Aha Macav Housing Entity will consult with the residents of the house to be rehabilitated during the partnership process. Resident comments will be solicited and receive serious consideration. Resident participation is required for accurate budgeting.

During the planning stage of the rehabilitation project, the Aha Macav Housing Entity will review staffing, training, and any special problems associated with the relocation caused by the project and develop a plan to address any deficiencies. In order to accurately budget for temporary relocation, the Aha Macav Housing Entity will complete a survey to determine the following information:

- number of households to be relocated;
- income of participants and rents/utilities paid;
- impact of relocation on any elderly or handicapped family members;
- availability of suitable temporary relocation dwellings; and
- need or providing advisory services to the housing participants.

### **4. PROJECT IMPLEMENTATION**

All conditions of the temporary relocation will be reasonable. At the time the Aha Macav Housing Entity determines to allocate funds for modernization, or other rehabilitation projects, an initial notice will be issued to all affected housing participants. At a minimum, the notice will include the following items:

- statement advising the family they will not be displaced;
- a caution for the family not to move at this time;
- a statement that if the family moves at this time, relocation benefits are relinquished;
- assurance that the family will be able to reoccupy the same project (or same house) if a Mutual Help unit;
- assurance that the family will be informed of any occurrences or events that will impact the rehabilitation; and

- assurance that the housing payment will not increase as a result of the modernization.

At the time of project approval, a general information notice (**second notice**) will be issued. Not less than three weeks before the targeted start date of the rehabilitation a **final** notice will be issued. The notice will contain a schedule of eligible costs and the following information:

- date and approximate duration of the temporary relocation;
- address of a suitable, decent, safe and sanitary dwelling to be made available for the temporary period;
- assurance of returning to the same project (or same house) if a Mutual Help unit; and
- identity of contact person for counseling purposes.

## 5. SCHEDULE OF ELIGIBLE COSTS

Actual Reasonable Moving and Related Expense (49 CFR 24.301) Any occupant or tenant of a dwelling who qualifies as a displaced person including temporary relocation is entitled to payment of his/her actual moving and related expenses, as AMHE determines to be reasonable and necessary, including expenses for:

- Transportation of the relocating family and personal proper. Transportation costs for a distance beyond 50 miles are not eligible, unless AMHE determines that relocation beyond 50 miles is justified.
- Packing, crating, unpacking and uncrating of the personal property
- Storage costs of personal property for the duration of the temporary period.
- Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances, and other personal proper.
- Utility hookups and deposits, including reinstallation of telephone and cable television service if the owner/tenant had the services prior to the temporary relocation move at both the temporary replacement dwelling and at the original home when the rehabilitation work is completed.
- Insurance for the replacement value of the property in connection with the move and necessary storage.
- The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his/her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available.
- Credit checks.
- Rental assistance payment - The base monthly rental for the displacement dwelling is the lesser of:
  1. Fair market rent unless its use would result in a hardship because of the person's income or other circumstances; or

2. Thirty (30) percent of the person's average gross household income.

Any other reasonable costs directly associated to the temporary relocation. When determining an eligible or ineligible cost, AMHE must consider if the incurred cost was caused due to the relocation.

For families not required to move but unable to use food preparation facilities (kitchen) due to renovation work, meal vouchers will be provided until the facilities are restored for use. The amount of the voucher will be determined based on provisions in the Travel Policy for meals and incidentals. The amount of the voucher will consider the size of the family.

As much as possible, the Aha Macav Housing Entity will pay costs directly to the provider on behalf of the family. In situations where reimbursements are required, the Aha Macav Housing Entity will process all claims supported by receipts or reasonable proof as quickly as possible. In no case will a reimbursement take longer than seven working days. Requests for reimbursement must be made no later than 12 months from the date of occurrence with appropriate documentation, such as receipts.

## **6. WAIVING RIGHTS**

A family may elect to move on its own despite instructions to the contrary. In this instance, all right to reimbursement for costs is waived. A statement acknowledging that a voluntary move will waive all rights under this policy must be executed by the family.

A family that willingly moves into a home that is not considered comparable (i.e., decent, safe, or sanitary) waives all rights under this policy. A statement will be executed by the participant to this effect.

## **7. GRIEVANCES**

A participant may file a grievance, pursuant to the Grievance Policy, resulting from the relocation activities.



## **Addendum to the Aha Macav Housing Entity Policies and Procedures**

The Aha Macav Housing Entity Board of Commissioners (BOC) deems this extremely necessary to approve and adopt this addendum to assist in preventing the spread of COVID-19 from surrounding areas to the Fort Mojave Indian Reservation.

The Fort Mojave Tribal Council has declared a State of Emergency Due to the 2019 Novel Coronavirus Disease (“COVID-19”) Pandemic. The following resolutions and any others relating to the COVID-19 implemented by the Tribal Council will be adhered to.

- FMIT Resolution No. 2020-13, Dated 04/24/20
- FMIT Resolution No. 2-2020-15, Dated 03/26/20
- FMIT Resolution No. 2020-13, Dated 03/16/20

The Aha Macav Housing Entity Low Rent Lease and the Aha Macav Housing Entity Policies and Procedures will be tightly enforced:

### **A. Health and Safety Violations**

Notwithstanding any other provision of this policy, should the noncompliance and reason for termination involve any action by the Tenant or any occupant of the premises which constitutes a serious threat to health and safety of the community, AMHE may inform the resident of immediate termination.

## **14. TENANT DEFAULTS INVOLVING HEALTH AND SAFETY**

Notwithstanding any other provision of this lease, should the Notice of Termination as provided in paragraph 9 above list as a reason for termination any action by the Tenant which constitutes a threat to health and safety as provided in this section, the Housing Entity shall inform the Tenant of the immediate termination. The tenant will be advised of the date and time of the hearing provided for in paragraph 11 of the Collection Policy of the Aha Macav Housing Entity and the Tenant shall be further informed that the Housing Entity shall seek immediate eviction through court process, should the Tenant fail to appear at the hearing to satisfactorily rebut the allegations contained within this notice. In any proceeding for eviction arising from the subsection, the only relevant issues shall be the truth or falsity of any allegations that the Tenant has committed an act, which is detrimental to health or safety as, provided herein. An act, which is a threat to “Health and Safety”, is defined as follows:

1. \_\_\_\_\_ Any act which constitutes gross violation of the Law and Order Code of the Fort Mojave Indian Tribe;
2. \_\_\_\_\_ Membership in any criminal gang;
3. \_\_\_\_\_ Any violation against another person, including threats, intimidation or assault;
4. \_\_\_\_\_ Any acts of vandalism on the reservation, including graffiti, property destruction or theft; and
5. \_\_\_\_\_ **Possession, manufacture, use, trafficking or conspiracy to possess any illegal drugs;**

6. \_\_\_\_\_ Possession of illegal firearms, (i.e., those firearms listed in the Law and Order Code of the Fort Mojave Indian Tribe).

Due to the stay at home and cancellation of social gatherings, this addendum was approved via teleconference and email of this policy and addendum and is effective April 27, 2020.

Linda Gutierrez   X    
 Leland McCord   X    
 Kelly Hills   X    
 Regina Hills   X    
 Amanda McCord   X  

**Certification**

We, the BOC, certify that the Aha Macav Housing Entity is composed of five (5) board members of whom three (3) constitutes a quorum and approve this addendum on the 27<sup>th</sup> day of April, 2020.

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Due to the stay at home and cancelation of social gatherings, this addendum was approved via teleconference and email of this policy and addendum and is effective June 29, 2020.

Linda Gutierrez	Y <u>  X  </u>	N _____
Leland McCord	Y <u>  X  </u>	N _____
Kelly Hills	Y <u>  X  </u>	N _____
Regina Hills	Y <u>  X  </u>	N _____
Amanda McCord	Y <u>  X  </u>	N _____

**Certification**

We, the BOC, certify the adopted Resolution 2020-15, approving the Aha Macav Housing Entity Policies to implement any HUD Waivers during A National Pandemic or National Crisis in Relation to the Indian Housing Block Grant, and in accordance to the Indian Housing Block Grant-Cares (Indian Housing Plan-CARES 2020).

- This also pertains to eligibility of the AMHE IHP-CARES 2020 programs for the Low-Income Indian Households and Non-Low Income Indian Households.