

**STANDING ROCK HOUSING AUTHORITY
ADMISSIONS & OCCUPANCY POLICY**



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RENTAL ADMISSIONS AND OCCUPANCY POLICY

Introduction

This Standing Rock Housing Authority Rental Admissions and Occupancy Policy reflects the requirements of the Native American Housing Assistance & Self Determination Act (NAHASDA) of 1996. The Standing Rock Housing Authority (SRHA) shall abide by the law of the Standing Rock Sioux Tribe, NAHASDA, and applicable regulations in the operation of rental housing units. In addition, all rental units funded with low-income housing tax credits shall be operated in accordance with applicable federal law and regulations and the partnership agreements applicable to these projects.

Policy Questions

This Rental Admissions and Occupancy Policy represents the Policy of the SRHA as it applies to rental units owned or managed by the SRHA. In the event situations or issues arise that are Admissions and/or Occupancy questions, this Policy shall apply. In those situations where no Policy exists or no policy covers the specific question or issue, then the requested action or issue shall initially be denied by the SRHA, and the SRHA Executive Director shall set the issue for determination at the next Regular meeting of the SRHA Board of Commissioners. At that meeting, the question or issue shall be presented to the Board of Commissioners for their determination. The Board of Commissioners shall take action to approve or deny the requested matter, provided that any such action taken by the Board of Commissioners does not violate any other Policies of the Standing Rock Housing Authority and is in conformity with other rules and regulations of the Standing Rock Sioux Tribe and applicable federal statutes and regulations. The Board of Commissioners may amend, modify or add to SRHA Policy by resolution.

In those situations where the Executive Director determines that an emergency situation exists and immediate action must be taken to prevent the loss of life or property, the Executive Director shall make the determination, and the matter will then be presented to the Board of Commissioners for ratification and/or inclusion into these Policies.

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SECTION I– DEFINITIONS

The following definitions shall apply to this Policy:

I-1 Definitions

- A. Adjusted Income:** The annual income of the household remaining after excluding the following:
1. Youth, Students and Persons with Disabilities: \$480.00 for each member of the household (other than the Head of Household or the spouse of the Head of Household) who is under 18 years of age, or who is 18 years of age or older and is a person with disabilities or a full-time student.
 2. Elderly and Disabled Families: \$400.00 for an elderly or disabled family.
 3. Medical and Attendant Expenses: The amount by which three per cent (3%) of the annual income of the family is exceeded by the aggregate of: (a) medical expenses, in the case of an elderly or disabled family; and (b) 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.
 4. Child Care Expenses: Child care expenses, to the extent necessary to enable another family member to be employed or to further his or her education.
 5. Earned Income of Minors: The amount of any earned income of any member of the family who is less than 18 years of age.
 6. Travel Expenses: Excessive travel expenses not to exceed \$25.00 per family per week for employment or education-related travel.
 7. Certain Military Payments: Certain payments of the United States armed forces that are excluded from income calculations under federal law.
 8. Other Amounts: Such other amounts may be excluded as income pursuant to applicable tribal or federal law or regulation.
- B. Annual Income:** The anticipated total annual income of an eligible family from all sources for the twelve (12) month period following the date of determination of income. Annual income is defined for HUD's Section 8 programs in 24 C.F.R. Part 5, subpart F; or, for non-Section 8 voucher eligible units, as the following:
1. Wages, salary, tips, and commissions;
 2. Self-employment income including farm self-employment income;

3. Interest, dividends, net rental income, or income from trusts or estates;
4. Social security or railroad retirement;
5. Supplemental Social Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;
6. Retirement, survivor, or disability pensions, except as specifically excluded from income by applicable federal law or regulation;
7. Any other source of income received regularly, including veterans' payments except as specifically excluded by applicable federal law or regulation; and
8. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual federal annual income tax purposes.

Annual Income does not include: i) Any amounts not actually received by the household, or ii) Any amounts excluded from income under section 1616(a)(7) of the Social Security Act or any other applicable federal law or regulation

- C. **Care Attendant:** A person who resides with an elder, disabled or handicapped person and who is determined by the SRHA to be essential to the care and well-being of the person, is not listed on the Household Composition, and whose income would not be counted when calculating rent.
- D. **Ceiling Rent:** A ceiling rent (sometimes called a maximum rent) provides a cap on the amount of rent a family can be charged. The ceiling rent caps the total tenant payment, the amount the family must pay to cover both shelter and a reasonable amount of utilities.
- E. **Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall not exceed the amount of income received from such employment.
- F. **Dependent:** A member of the family household (excluding foster children), other than the head of family or spouse, who is: 1) under 18 years of age; 2) a disabled or handicapped person or 3) a full-time student.
- G. **Disability Accessible Unit:** A housing unit that has been modified to accommodate the physical needs of a person with disabilities.
- H. **Drug-Related Criminal Activity:** The illegal possession, manufacture, sale, distribution or use of a controlled substance (as such term is defined in section 102 of the Controlled Substances Act).
- I. **Elderly Person:** A person who is at least 60 years of age.

- J. Elderly Family:** A family whose head of household or sole member is an elderly person. Such term includes two (2) or more elderly persons living together and one (1) or more such persons living with one (1) or more persons determined by the SRHA to be essential to their care or well-being.
- K. Family:** For the purposes of this Policy, such term includes a family with or without children, an elderly family, a disabled family, and/or a single person. The term also includes two (2) or more persons who intend to live together and whose income and resources are available to meet the family's needs, with the following clarifications: There can also be other persons living in the household, such as foster children, if it is determined that the unit will not be overcrowded.
1. Persons residing with the family to permit the employment of a sole wage earner, or solely because the person is essential to the care of a family member, shall not be considered a family member when determining eligibility at admission or continued occupancy.
 2. Children are considered family members if they either currently reside, or it can reasonably be anticipated that they will reside with the family, at least six (6) months a year.
 3. The remaining members of a tenant family.
- L. Full-Time Student:** A person who is enrolled in a certified educational institution, such as a vocational school with a certificate or diploma program, or an institution offering a college degree, and is considered a full-time student under the standards and practices of the institution.
- M. Head of Household (HOH):** The tenant who signs a lease agreement with SRHA and who is responsible under contract for complying with the lease agreement.
- N. Homeless Family:** A family who is without safe, sanitary and affordable housing in the name of the head of household of the family, even though the family may be provided with temporary shelter and included in the Household Composition of another family.
- O. Household:** Every person listed on the most recent Household Composition form for the housing unit.
- P. Income:** Income from all sources of each member of the household, as defined under Annual Income in this Section.
- Q. Indian Family:** Any family in which one or more members of the family are a member of a federally recognized Indian tribe.
- R. Indian Tribe:** Any Indian tribe, band, nation or other organized group or community of Indians, including any Alaska Native village or regional or village

corporation as defined in or established pursuant to the Alaska Native Village Claims Settlement Act, that is recognized as eligible for the special programs or 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.

- S. **Low-Income Family:** A family whose income does not exceed 80 percent of the median income as determined by the Secretary of HUD including adjustments for family size.
- T. **Median Income:** The greater of 1) the median income for the Indian area as defined under NAHASDA or 2) the median income of the United States.
- U. **NAHASDA:** The Native American Housing Assistance and Self-Determination Act of 1997, as set forth at 25 U.S.C. §4101 et seq.
- V. **Near Elderly Family:** A family whose head of household or whose sole member is a near-elderly person. Such term includes two (2) or more elderly persons living together, and one (1) or more such persons living with one (1) or more persons determined by the SRHA to be essential to their care or well-being.
- W. **Near Elderly Person:** A person who is at least 55 years of age and less than 60 years of age.
- X. **Person with Disabilities:** A person who:
 - 1. Has a disability as defined in section 223 of the Social Security Act;
 - 2. Is determined by the SRHA, in accordance with regulations at 24 C.F.R. §1000.10, to have a 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 disability could be improved by more suitable housing conditions;
 - or**
 - 3. Has a developmental 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. No person shall be considered a person with disabilities, for purposes of eligibility for housing solely on the basis of any drug or alcohol dependence.

Not all persons with disabilities will qualify for a Disability Accessible Unit. The requirements to qualify for a Disability Accessible Unit are set forth in Section 4-

2(E) of this Policy.

- Y. Physical, Mental or Emotional Impairment:** This term includes: 1) Any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory, speech organs, cardiovascular, reproductive, digestive, genitor-urinary, and lymphatic, skin and endocrine; 2) any mental or psychological condition such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities; and 3) such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation and emotional illness.
- Z. Reasonable Accommodation:** Any exception to SRHA policies or lease agreement provisions made by the SRHA to accommodate the needs of a person with disabilities. The SRHA shall comply with all applicable tribal and federal law requirements and shall make such accommodations as are requested by persons with disabilities unless doing so would result in a fundamental alteration in the nature of its program or an undue financial and administrative burden. In any case in which providing the requested accommodation would result in an undue financial and administrative burden, the SRHA shall provide alternative accommodation that would not result in an undue financial and administrative burden.
- AA. Registered Sex Offender:** Any person who is required to register with the Tribe, State, or Federal government under tribal or federal law during the time period in which such registration is required by law.
- BB. Rent:** Monthly amount the family must pay to the SRHA for occupancy of the dwelling unit under a lease agreement. Tenant rent equals the total tenant payment less the utility allowance.
- CC. Right of Peaceful Enjoyment:** The comfort and safety reasonably expected by an individual in the habitation and possession of her or his home.
- DD. SRHA:** Acronym for "Standing Rock Housing Authority," which shall be used interchangeably in this Policy.
- EE. Substantiate:** As used in Section 8-6 of this Policy, to "substantiate" criminal/drug-related activity means to verify that a person has engaged in the activity. Conviction in a court of law for such activity - or a person's plea of guilty or "no contest" to a charge for such activity - shall automatically constitute substantiation as set forth in this Policy. SRHA may also substantiate such activity by gathering enough evidence to establish that it is more likely than not that such activity occurred; such evidence may include, but is not limited to: arrest records, photographs and witness statements.

- FF. Tax Credit Renovation Unit:** 1937 Indian Housing Act Rental Units renovated with Low-Income Housing Tax Credit funds, the operating costs for which are funded by NAHASDA and rent collections on those units.
- GG. Tax Credit New Construction Unit:** A rental unit funded with Low-Income Housing Tax Credits whose operation is funded by HUD Section 8 Rental Assistance Vouchers and rent collections.
- HH. Tenant Account Balance:** The SRHA shall maintain for each tenant an account ledger showing the current account balance of charges at all times. The account balance includes any rent charges, credits for utility allowances if applicable, charges for maintenance of the unit and premises resulting from tenant abuse or neglect or failure to perform responsibilities under the lease including maintenance of the lawn, pest control, and any costs of enforcement actions including the cost of delivery of notices, postage and attorney's fees.
- II. Tenant Grievance Policy:** The SRHA Policy governing all tenant complaints regarding SRHA action or inaction.
- JJ. Utility Allowance:** The amount approved by the SRHA of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy- conservation household of modest circumstances.
- KK. Veteran and Combat Veteran:** For purposes of veteran's preferences in assignment of units only, a veteran includes a person who served in any branch of the United States Armed Forces or National Guard in active duty. A combat veteran means a person who served in any branch of the United States Armed Forces or National Guard in active duty and was deployed in any war, as declared by Congress, or any campaign or expedition for which a campaign medal has been authorized.
- LL. Violent Criminal Activity:** The commission of any of the following acts as prohibited by the Standing Rock Sioux Tribe, whether committed in violation of any tribal, federal, state or other local law:
1. Murder;
 2. Manslaughter;
 3. Rape;
 4. Sexual Assault;
 5. Sex Trafficking;
 6. Any sex offense where the victim is under the age of 18;
 7. Kidnapping;

8. Aggravated Assault;
9. Felony Child Abuse;
10. Felony Domestic Violence; or
11. Any crime that has one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

SECTION II– APPLICATION PROCEDURES

II-1 General

- A.** The application constitutes the basic record of each family applying for admission into the rental program. Each applicant must pay a one-time nonrefundable application fee of twenty-five dollars (\$25.00). Each applicant is required to provide all information required in the application for admission, and to attest to the accuracy and completeness of the information provided. Knowingly providing false information on a SRHA application for admission shall result in a finding of ineligibility and may subject the applicant to civil or criminal penalties.
- B.** Each application shall be date and time stamped by the SRHA to reflect the date and time received. SRHA shall provide the applicant with a receipt verifying the date and time the application was received by the SRHA that is signed by the SRHA employee who received the application.
- C.** Failure of an applicant to fully disclose information required in the application and the provision of false information in the application are grounds for denial of eligibility for admission into SRHA rental housing. If the applicant's failure is discovered after her or his entry into the rental program, such failure shall be grounds for lease termination.
- D.** Applicants may apply for a unit in one district only.
- E.** Applicants shall be responsible for any applicable background check fees.

II-2 Verification and Documentation

- A.** SRHA must make a reasonable inquiry into each applicant to verify that applicants and all proposed Household Composition members are eligible for the rental program, preference status, rental payments and size of dwelling. In addition to completing the application, each applicant must provide SRHA any documents and/or consent forms requested by SRHA to permit SRHA to make such inquiry, including:
 - 1. Consent forms permitting SRHA to verify income;
 - 2. Consent forms permitting SRHA to conduct criminal background checks;
 - 3. Current Child custody/guardianship orders;
 - 4. Current Marital status verification including divorce decrees or marriage licenses;
 - 5. Verification of student status;
 - 6. True and correct copies of social security cards;
 - 7. Consent forms for SRHA to complete credit checks; and

8. Any other documents relevant to the admissions process.
 9. Proof that any pets that belong to household members residing in the unit are registered and licensed with the SRST Game, Fish, and Wildlife Department pursuant to the Standing Rock Tribal Code, Title XXII, Animal Control, Section 22-120.
- B.** All verifications shall be completed by the SRHA Occupancy Department. It is the applicant's responsibility to timely provide all required verification information.
- C.** Applicants will be notified in writing at the mailing address listed on the application - or by email address if such method is approved by the applicant as their preferred method of communication - of any information or documentation needed to complete verification and shall be provided an opportunity to provide such information or documentation within five (5) days. Any applicant who does not timely respond to a written request for verification documentation shall be removed from the waiting list and notified in writing of such removal.

II-3 Approved and Rejected Applicants

- A.** If, after the verification process, SRHA determines the applicant is eligible, the applicant will be put on the waiting list for a unit in the order the application was received by SRHA, according to the date stamped on the application for the appropriate unit size, district requested by the applicant, and any applicable preference under Article IV of this Policy. She or he will also be notified of their rent calculation, the size of unit they are approved for based on the Household Composition form, and preference status. They will also be notified if any proposed Household Composition members have been found eligible or ineligible.
- B.** If the SRHA determines that the applicant is not eligible for admission, the applicant will be notified in writing of the reason(s) for ineligibility. Rejected Applications will be kept on file for a minimum of one (1) year. After one (1) year, the application will be destroyed.
- C.** All documentation used for the verification process shall be made a permanent part of the applicant's record.
- D.** A SRHA staff member shall complete any required certification of eligibility in conjunction with the application.

SECTION III– ELIGIBILITY

III-1 Eligibility for Admission

- A. Admissions Requirements.** To be eligible for admission to the rental housing program, an applicant and Household Composition members must:
1. Qualify as an Indian Family, except that a non-Indian family otherwise meeting the requirements for eligibility may be deemed eligible if the Standing Rock Housing Authority Board of Commissioners determines a) the family's needs cannot be met without housing assistance and b) the presence of the family on the reservation is essential to the well-being of Indian families.
 2. Have an Annual Income which is at or below eighty percent (80%) of the median income for the area, except that a non-low-income Indian family occupying a 1937 Housing Act unit at the time of adoption of this Policy may continue to reside in the unit. HUD approval is required pursuant to 24 C.F.R. §1000.106 for any family that is not low-income prior to admission to any NAHASDA-assisted housing unit.
 3. Be a HOH who is 18 years of age or older, or who is under the age of 18 years but is legally emancipated by Court Order.
 4. Provide all required information: The SRHA will notify the applicant of the information necessary to verify eligibility, which may include all household members' Social Security cards, tribal enrollment verification, birth certificates, and income verification for all persons listed on the Household Composition.
 5. Sign all required forms, including the consent for disclosure of information for income and background checks. 5. Not be ineligible for admission.
- B. Special Low-Income Housing Tax Credit and Tax Credit Renovation Unit Criteria.** To be eligible for admission to Tax Credit Renovation Units or Tax Credit New Construction Units, applicants must:
1. Meet the specific income eligibility criteria for the unit and project, which are set forth under the Partnership Agreement.
 2. Not be a household comprised entirely of full-time students unless certain criteria are met.

III-2 Ineligibility

- A.** Applicants and/or their Household Composition member(s) will be considered ineligible for admission to the rental program, or to remain in the rental program, if she or he meets any disqualifying factor in this subsection. If the disqualified individual is a Head of Household, all members of the Household Composition shall also be disqualified from admission/remaining in the rental program unless added to

a different composition or admitted under a different application or as otherwise specifically provided in this Policy. Factors that make an individual ineligible for the SRHA rental program are:

1. An incomplete application or an application that includes false information, including incorrect address information, is filed;
2. An individual owes an outstanding debt to the SRHA, except that an applicant who has entered into a repayment agreement with the SRHA and has made payments for at least one (1) year on the Payment Agreement prior to the application date shall be eligible for admission;
3. An individual has been convicted of, pled guilty to or no contest to drug-related criminal activity, except where the Household Composition member or applicant has demonstrated that: a) the conviction, guilty plea or no contest plea to simple possession is more than five (5) years old or for other drug-related criminal activity, is more than seven (7) years old and b) a program of rehabilitation has been completed;
4. An individual has been convicted of, pled guilty to, or no contest to any charge involving violent criminal activity, except where the Household Composition member or applicant has demonstrated that: a) the conviction, guilty plea, or no contest plea is more than seven (7) years old and b) a program of rehabilitation has been completed;
5. An individual has been convicted of, pled guilty to, or no contest to any gang-related criminal activity, except where the Household Composition member or applicant has demonstrated that: a) the conviction, guilty plea, or no contest plea is more than seven (7) years old and b) a program of rehabilitation has been completed;
6. An individual is subject to register as a Tier III or Lifetime sex offender under a tribal, state, or federal sex offender registration program required by tribal, state, or federal law. Tier I and Tier II sex offenders must be in compliance with the Standing Rock Sioux Tribal Code of Justice, Title IV, Criminal Offenses/Sex Offenders, Chapter 16;
7. An individual's abuse or pattern of abuse of alcohol or a controlled substance interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents as determined by the SRHA based upon direct knowledge or past history;
8. An individual has previously been evicted from any housing authority in the last five (5) years;
9. An individual has abandoned any housing authority unit in the last five (5) years; and/or 10. An individual owes a debt to a utility company servicing SRHA units.

B. Removal from the Waiting List. Should an applicant be found ineligible for admission after they have been added to the waiting list, the applicant will be immediately removed from the waiting list, and the applicant will be notified in writing stating the reason(s) for removal.

SECTION IV- WAITING LISTS

IV-1 Housing Waiting Lists

In order to qualify for and get on a housing waiting list, the applicant and their Household Composition member(s) must meet the requirements of Section 3-1 of this Policy and not be ineligible under Section 3-2 of this Policy. The SRHA shall maintain a separate waiting list for the following programs:

- A. Rental Units.
- B. Elderly. There will be an elderly waiting list for the Bear Soldier South Elderly and the Fort Yates Elderly complexes. To get on the elderly waiting list, individuals must fill out an application once they become eligible.
- C. Disability Accessible Units. The SRHA shall maintain a list of applicants with disabilities who are eligible for a Disability Accessible Unit or shall use some designation on the waiting list. Applicants with permanent physical disabilities shall have a preference for a unit only where a Disability Accessible Unit is available. Standing Rock members with permanent physical disabilities shall be given preference over all non-Standing Rock members with permanent physical disabilities.

IV-2 Waiting List Order

Eligible applicants will be placed on the appropriate waiting list in the following order:

- A. By number of bedrooms based on the Household Composition listed on the application, as set forth in Section 4-4 of this Policy.
- B. By district requested. Only one district may be requested.
- C. By Order of preference under Section 4-3 of this Policy, which shall be applied to all applicants irrespective of the date of application.
- D. By date of application.

IV-3 Preference

The following provisions regarding preference shall be applied to eligible applicants on a waiting list for admission:

- A. **Date of Application.** Unless another provision of this Section applies, applicants for a rental unit shall generally have preference based on the date the individual applied for a rental unit, with the highest preference provided to those with the earliest date of application.

- B. Transfers of Existing Tenants Based upon Changes in Eligibility.** Any current tenant in the SRHA rental program required to transfer units based upon a recertification or any reason that requires a different size or type of unit under this Policy shall take first preference in assignment of a unit, including transfers based upon a reasonable accommodation.
- C. Police Officers.** The Standing Rock Housing Authority Board of Commissioners may set aside housing units for assignment to police officers if a Memorandum of Agreement is in place with law enforcement regarding the assignment of units, including the requirement that units be assigned to police officers who will patrol in the district the unit is assigned.
- D. Veterans who are Standing Rock Enrollees.** Standing Rock Enrollees who are considered veterans and who have received an Honorable Discharge, shall be given preference over other applicants with a lesser preference under this Section who have applied in the same calendar year. The veteran must submit their DD-214 at the time of application. This preference shall only be available for use once.
- E. Standing Rock Enrollees.** Preference for the rental program shall be given to low-income families that are Standing Rock enrollees or have a spouse or dependents in their care that are Standing Rock enrollees, after the preference for veterans has been applied.
- F. Non-Standing Rock Indian Families.** Preference for the rental program shall be given to low-income families that are Indian families that do not have a Head of Household or a spouse or dependents who are enrolled member(s) of the Standing Rock Sioux Tribe.
- G. Preference Among Applicants with Same Ranking Score.** In the case of two (2) or more Applicants having equal preference, the date and time the complete application was received by the SRHA shall determine which applicant is selected.

IV-4 Assignment of Disability Accessible Unit

Notwithstanding the other provisions of this Section, persons with permanent, physical disabilities whose disability requires a unit that is disability accessible, as determined by the SRHA upon receipt of verification of eligibility for a Disability Accessible Unit from a medical provider, shall be given preference in assignment of any unit designated as a Disability Accessible Unit over any person without a permanent, physical disability. After such preference has been applied, the preferences set forth in this Article shall be applied if more than one person with a disability has applied for a Disability Accessible Unit.

IV-5 Occupancy Standards

The following standard will determine the number of bedrooms required to accommodate a

family of a given size:

<u>Bedroom Size</u>	<u>Number of Occupants</u>	
	Minimum	Maximum
1	1	2
2	2	4
3	4	6
4	6	8
5	8	10

Two (2) persons shall normally occupy each bedroom, except in the following circumstances:

- A. A child of less than two (2) years of age may occupy the same bedroom as the parents, and
- B. Except for husband and wife, and children up to five (5) years of age, persons of the opposite sex will not occupy the same bedroom.

In determining the number of bedrooms needed, the SRHA will give consideration to sex, age, and any physical health problems of family members.

If, during the re-certification process, it is determined that the family is no longer eligible for the unit they are occupying, based upon Household Composition and bedroom size, the SRHA will require the tenant and their family to relocate to a different unit that is comparable to their particular family size. This may include an exchange between tenants.

IV-6 Update of Waiting List

All applicants are required to update all information on his or her application every six (6) months. Failure to update application information after six months shall deem the Applicant ineligible. Applicants must file an updated application if their Household Composition or information required on the application changes at any time. Mandatory transfers initiated by the SRHA shall take priority over the placement of applicants on the waiting list in housing units.

Current SRHA tenants requesting a voluntary transfer to another unit will be placed on the waiting list by the date of their transfer request, which shall be treated as an application for purposes of this Policy. Tenants who seek to transfer to another unit must also meet the eligibility requirements found in Section 3-1 of this Policy and must not be ineligible under Section 3-2 of this Policy at the time of selection and regardless of their eligibility status in their current unit.

Tenants who seek to transfer to another District will be placed on the waiting list for the District they seek to transfer to by the date of their application.

IV-7 Changes in Waiting List

- A. **Applicant Changes.** When an applicant on the waiting list requests a larger or smaller unit due to their composition size, in the same district, they will be added to that list with their original application date. Should an applicant decide to change the district they originally requested on their application, their name will be added to that list by the date of their request, which means they will lose their original application date.
- B. **SRHA Changes.** The SRHA may add applicants determined to be eligible to the waiting list, remove applicants determined to be ineligible, and/or make any other change permitted under this Policy.

IV-8 **Elderly Units Special Admissions and Waiting List Provisions**

- A. **Near Elderly Family Eligibility.** In those instances where an Elderly unit is available and there are no elderly family applicants available to occupy the unit, the SRHA may place a near-elderly family with a disability as defined in this Policy into the unit.
- B. **Care Attendant.** One care attendant or a married couple with no children, who are determined to be essential to the care or well-being of an elderly tenant, will be allowed to live with them, but will not be included on the Household Composition, nor will their income be included on the annual income. The care attendant(s) must meet the eligibility requirements of Section 3-1 of this Policy and cannot be ineligible under Section 3-2 of this Policy. Once the elderly individual vacates the unit, the care attendant must also vacate the unit.

SECTION V- SELECTION OF APPLICANTS

V-1 Screening of Applicants on the Waiting List

The SRHA must screen applicants on the waiting list no more than 30 days prior to the assignment of housing. If the applicant is deemed ineligible for housing of the size or type based upon changes in Household Composition, the SRHA will place the applicant on the waiting list for the unit size and type they qualify for in the order of their original application date. If the applicant no longer qualifies for a housing unit because of changes in household income, the SRHA will remove the applicant from the waiting list. The SRHA is required to notify applicants of any changes to the unit size they are approved for, or any determination of ineligibility, once they are on the waiting list, in writing by delivery to the address listed on the application by mail.

V-2 Low-Income Housing Tax Credit Renovation and New Construction Units

SRHA manages rental units that were constructed with low-income housing tax credits, under Section 42 of the Internal Revenue Code. The SRHA is required to maintain a certain number of units in each project for special needs, and for different income eligibility criteria than the criteria that apply to non-tax credit units. Eligibility for admission into a tax credit unit is dependent on separate eligibility criteria than the criteria that apply to non-tax credit units.

Applications for low-income tax credit rental housing are processed the same as all applications under this Policy. The SRHA will screen all applicants for rental housing for eligibility for a unit. If the next unit available is a tax credit unit, and the applicant is determined to be ineligible for a tax credit unit because of the special conditions applicable to the Project on income, and special needs families restrictions, the applicant's name will remain on the waiting list with the same application date and they shall be considered for the next available unit for which they are eligible.

When applicants are originally placed on the waiting list, the SRHA shall note whether the applicant is initially eligible for a tax credit unit. Such designation is not binding on the SRHA, as eligibility will be determined within thirty (30) days of the unit assignment.

V-3 Vacant Units Where No Applicants are on the Waiting List

In those instances where the SRHA has exhausted its waiting list for a particular District based on bedroom size and number of occupants, the SRHA will search the entire waiting list and find the family that has been on the list for the longest, and offer that family a unit in that particular District that is comparable to the bedroom and family size. If the family that is selected declines to accept a unit in that particular District, the SRHA will go to the next family and so on until a family is located that accepts the unit in that particular District.

V-4 Non-Discrimination Policy

The SRHA shall not discriminate against applicants or display special preferences other than

those set forth in this Policy.

V-5 Written Notification

The SRHA will notify each applicant selected for rental housing by a written Notice of Selection and will use good faith efforts to reach the applicant by electronic and other means, including outreach to the Board of Commissioners. Such written notice will include the following statements:

- A. That the applicant has been selected;
- B. That the applicant must contact the SRHA within seven (7) working days to determine if their income qualifies for the unit;
- C. Once the applicant contacts the SRHA within the given timeframe, and the SRHA has verified the applicant qualifies for the unit, the SRHA shall send a second written notice to the applicant, the Notice of Unit Assignment. The applicant has five (5) working days to respond to the Notice of Unit Assignment and accept the unit, and conduct orientation; and
- D. The required deposit with the utility company and the security deposits must be paid within five (5) working days from the date the Notice of Unit Assignment is sent to the applicant and must be paid prior to occupancy of the unit.

V-6 Failure of Applicant Upon Selection

If an applicant is offered a unit and fails to respond to the SRHA within the time required, the applicant will forfeit the unit, and their name will be removed from the waiting list.

If an applicant is offered a unit, accepts it, but fails to pay the required deposits within the required time period, the applicant will forfeit the unit and will be put at the bottom of the waiting list.

If an applicant is offered a unit and decides not to accept a particular unit, they will be moved to the bottom of the waiting list. If the applicant turns down a unit offered by SRHA twice, the applicant will be removed from the waiting list and may not reapply for SRHA housing for six (6) months thereafter.

SECTION VI- ADMISSIONS

VI-1 Security Deposit

A security deposit must be paid in full at the time of admission in the amount of one hundred and fifty dollars (\$150.00). Tenants that have pets will be required to pay an additional twenty-five-dollar (\$25.00) pet security deposit. The security deposit will be returned to the tenant within thirty (30) business days after the tenant vacates the unit if:

- A. There is no unpaid rent or other charges owed to the SRHA by the tenant; and
- B. The move-out inspection shows that the unit is clean, with no damages except those resulting from normal wear and tear.

The SRHA may deduct any unpaid tenant account balance, rent, or other charges, and any amount determined by the SRHA as necessary to repair the unit. If the SRHA withholds any Security Deposit amount, the SRHA shall notify the tenant in writing within thirty (30) business days of the date the unit is vacated of the withholding of security deposit funds.

VI-2 Rental Lease Agreement

The SRHA and the tenant will enter into a lease agreement before the family is admitted into a rental housing unit. One (1) copy of the lease agreement will be given to the tenant, and one (1) copy will be kept on record at the SRHA office.

The tenant and any spouse, and all adult family members age 18 and over, will sign the lease, authorization of release forms, and all other required paperwork for the family.

Any change in the HOH will require termination of the existing lease and the signing of a new lease, consistent with the requirements of Section 8-2 of this Policy. The new Head of Household will have to complete the new tenant orientation.

If the amount of the rent changes, a Notice of Rent Adjustment will be dated, signed, and furnished to the tenant. The notice will become part of the existing lease between the tenant and the SRHA.

If lease provisions must be changed:

- A. The existing lease will be canceled, and a new lease executed; or
- B. An appropriate addendum or rider may be added to the existing lease; or.
- C. Appropriate insertions may be made within the existing lease.

Riders, addenda, and insertions must be dated and signed by the tenant and the SRHA. Outdated leases will be kept in the tenant's master file.

VI-3 New Tenant Orientation

When all paperwork is completed and approved, the tenant will go through the New Tenant Orientation with the Resident Services and Occupancy Departments. The tenants will be shown a video on the responsibilities of the tenant, and the Resident Services Specialist or Occupant Specialist will go over the SRHA Lease Agreement, Rules of Occupancy, and Inspections. The tenant will be given the Mold Information sheet, What We Look for During the Inspection sheet and Fire Prevention pamphlet. The Resident Services Specialist will do their best to answer the tenant's questions or assist them in finding the answers. When the Orientation is completed, utility deposits are paid, and all other requirements of this Policy are met, the Occupancy Specialist will then turn over the keys to the tenant.

VI-4 Utilities

All tenants in the rental program will be responsible for paying their own utilities (except for the elderly sections and the complex units). Once a lease is signed, all tenants will be responsible for contacting the utility company for applications and deposit requirements and are then responsible for their own utility bills. The electric meter must be in the name of the HOH. Tenants are required to use only electricity provided through the electric company identified by SRHA, and to use propane only from the propane tank provided by SRHA which is connected to the housing unit. The SRHA reserves the right to charge a fee of not more than \$35.00 per unit per month to cover the cost of water, sewer and garbage, in accordance with the lease signed by the tenant.

SECTION VII- RENT

VII-1 Rent Calculation

A tenant's lease agreement shall identify the amount of rent to be paid by the tenant. In addition, as provided in Section 6-2 of this Policy, if the amount of rent is adjusted during a lease term, the tenant shall be provided with a copy of the Notice of Rent Adjustment listing the amount of rent. If SRHA determines an applicant or tenant has incorrectly reported household income, SRHA may apply a retroactive rent adjustment from the time of the change in income. For NAHASDA-funded rental units, the SRHA shall not charge more than 30% of the Annual income of the household as rent. For all units, the SRHA shall not charge more than Fair Market rent for the unit, as defined by the SRHA on a project-by-project basis. The SRHA may include the cost of utilities in the rent for units or may set fair market rents with or without a Utility Allowance.

VII-2 Administrative Fee

All SRHA tenants are required to pay a monthly administrative fee of seventy-five dollars (\$75.00).

VII-3 Ceiling Rent

The SRHA has established ceiling rents that apply to all rental units. The ceiling rent provides a cap on the amount of rent a family can be charged for rent. The ceiling rents established may be amended as necessary with the SRHA Board of Commissioners' approval. Ceiling rent is as established in Appendix A.

VII-4 Rent Collection/Payment

- A. Rent payments are due on or before the tenth (10th) day of each month unless SRHA has agreed to a different schedule due to salary deductions/direct deposits. Failure to pay rent on time is a violation of the tenant's lease. Payments are deemed made on the date they are received by SRHA, not the date of mailing.
- B. Any rental payment not made on time shall be considered delinquent, and the tenant shall be considered to owe a debt to the SRHA, unless a Repayment Agreement has been entered into under Section 7-5 of this Policy and at least one full payment has been made under such Agreement.
- C. Payments must be made by check, money order, credit card, direct deposit or salary deduction, and shall be made payable to the Standing Rock Housing Authority.
- D. Any returned check shall result in a service charge of \$35.00 to the tenant's SRHA account.
- E. Tenants are responsible for initiating salary deductions with her/his employer to have

the required amount deducted from their earnings and mailed or transferred to SRHA. Pursuant to Standing Rock Sioux Tribal Council Resolution 039-04 as amended from time to time, all employees of the Standing Rock Sioux Tribe who are delinquent on their payments to SRHA are required to enter into a Salary Deduction for payment of rent.

- F. All SRHA personnel who are tenants in an SRHA program are required to enter into payroll deduction with SRHA for payment of rent and other charges due.

VII-5 Repayment Agreements

- A. A tenant who is delinquent on rent may, at any time prior to issuance of a Notice of Lease Termination for the nonpayment of rent, enter into a Repayment Agreement with SRHA to make arrangements for payment of delinquent amounts, provided that:
1. An employed tenant entering into a Repayment Agreement must enter into a Salary Deduction Agreement for payment of amounts due; and
 2. A tenant is only permitted to enter a Repayment Agreement for back rent once.
- B. When a Head of Household enters into an agreement with SRHA for the payment of any amount due to SRHA, excluding current rent obligations - including, but not limited to, for the repayment of back rent and/or repairs for which a tenant is responsible - such agreement shall adhere to the following minimum monthly payment schedule.

<u>Amount Owed</u>	<u>Minimum Monthly Payment</u>
\$0 - \$1000	\$42
\$1001 - \$2000	\$56
\$2001- \$4000	\$67
\$4001 - \$6000	\$83
\$6001 - \$8000	\$95
\$8001 - \$10,000	\$104
\$10,001 - \$12,000	\$111
\$12,001 - \$14,000	\$117

- C. Any payment due under a Repayment Agreement that has not been made on time shall be considered delinquent, and the tenant shall be considered to owe a debt to the SRHA.

- D.** A tenant who stops a Salary Deduction when they are still delinquent is in violation of the Repayment Agreement, the Salary Deduction Agreement, and the tenant's lease.
- E.** If a tenant violates the Repayment Agreement by failing to make payments, the entire amount still owing shall become immediately due, and must be paid in full prior to issuance of a Notice of Lease Termination to avoid eviction.

SECTION VIII – OCCUPANCY REQUIREMENTS

VIII-1 Recertification Requirements

- A. Annual Recertification Required.** All Heads of Household and Household Composition members - including law enforcement officers - participating in the rental program through the SRHA must maintain eligibility after being admitted into the program and must pay an appropriate monthly rent to remain in the program. To assure that Heads of Household and Household Composition members participating in the rental program remain eligible for their unit due to size, remain eligible for the rental program under Sections 3-1 and 3-2 of this Policy, and are paying the appropriate monthly payment, the eligibility status and annual income of HOH and Household Composition members are to be reexamined once every 12 months, on or around the anniversary of the HOH's move-in date.
1. Such process shall be initiated by SRHA sending to the HOH's most current mailing address listed in the HOH's file a Notice of Recertification, along with any forms that must be completed for the recertification process. The Notice and forms shall be sent 120 days prior to the anniversary of the HOH's move-in date.
 2. If the HOH files incomplete paperwork, the SRHA Occupancy Department shall notify the HOH in writing of the additional information needed to complete the recertification not less than 30 days prior to the move-in date anniversary, or - if less than 30 days remain before the move-in date anniversary - within ten (10) days of the HOH's receipt of the notification.
- B. When Interim Recertification is Required.** In addition to submitting such information as may be required at the time of annual recertification, HOHs are required to report to the SRHA the following changes within 30 days of the change:
1. Changes affecting Household Composition: The loss or addition of any Household Composition member through marriage, death, divorce, birth, adoption, loss of eligibility under Sections 3-1 and/or 3-2 of this Policy, or any other circumstances. Such changes must be reported by filing a new Household Composition form. Composition members may voluntarily remove themselves from the Household Composition by providing the SRHA with a written statement requesting the SRHA remove their name from the Household Composition list.
 2. Changes affecting Income: Increases or decreases in income as a result of any changes in the Household Composition, employment, benefits or for any other reason.
- C. Recertification Requirements.** Whether as part of an annual or interim recertification:
1. Data assembled at the time of recertification is to be included in the file for the

HOH.

2. The HOH is responsible for submitting all information needed for completion of the recertification process.
 3. Any proposed additions to the Household Composition must meet the eligibility requirements of Section 3-1 of this Policy, cannot be ineligible under Section 3-2 of this Policy, and must not be prohibited as may be otherwise provided in this Policy.
 4. If, during the recertification process, it is determined that the Household Composition is no longer eligible for their current unit based upon the size of the Composition and the size of the unit, depending on the availability of size-appropriate units, the SRHA will require the Head of Household and Household Composition members to locate into a different unit that is appropriate for their Household Composition size under this Policy.
 5. At the time of recertification, HOHs must provide a copy of a recent utility bill or other reliable document showing their current mailing address to verify the correct mailing address is on file.
 6. During the recertification process, HOH must provide sufficient documentation for verification of his or her income. Failure to do so will result in the HOH being deemed ineligible.
 7. After the Household Composition's eligibility and income have been determined, the required monthly rent payment shall be adjusted accordingly. Increases and decreases in monthly rent payments are effective on the rent due date of the month following the month during which the change in circumstances was verified. The HOH will be informed in writing of any changes to be made to the monthly rent payment and the effective date thereof in a Notice of Rent Adjustment.
- D. Misrepresentations.** If the SRHA determines that the HOH has willfully misrepresented income or withheld the facts upon which rent is based, any increase in rent may be retroactive back to the time when the income or other facts upon which rent is based changed. Knowingly providing false information on an SRHA recertification may result in a lease violation and/or termination of a lease and may also subject the applicant to civil or criminal penalties.
- E. Failure to Comply with Annual or Interim Recertification Requirements.** If the HOH does not file a complete annual recertification packet by the anniversary of their move-in date, the SRHA will proceed to issue a Lease Violation. If the HOH does not file a complete annual recertification packet within five (5) business days of the mailing of the Lease Violation, the SRHA will proceed to terminate the HOH's lease in accordance with SRHA policy.

VIII-2 Head of Household Required to Maintain Continuous Occupancy

- A.** The SRHA enters into contractual lease agreements with the HOH for all SRHA

rental units. The unit for which the HOH has entered into a lease must be the primary residence of the HOH. Because the lease is a contract between the HOH and the SRHA, the HOH is required to personally maintain continuous occupancy of the unit in order to remain eligible for leasing the unit. A HOH violates the continuous occupancy requirement if she or he: (1) is absent from her or his unit for a period of more than five (5) consecutive days without first providing notice to the SRHA, or (2) is sufficiently absent from the unit to indicate, based on the totality of the circumstances, she or he is not using the unit as their primary residence. Except as otherwise provided in this Section, violation of the continuous occupancy requirement shall result in termination of the HOH's lease.

- B.** Under certain circumstances as set forth in Section 8-3 of this Policy, instead of terminating a lease for violation of continuous occupancy requirements, SRHA may - in its discretion - allow a different Household Composition member to take over the lease and become a new HOH for the unit, provided that the specific requirements of the applicable subsection of Section 8-3 of this Policy are met and:
1. If the transfer is made under 8-3(A) or (F), and consent is required, the outgoing HOH must consent in writing and both the outgoing and incoming Heads of Household must be present at SRHA to complete the designation process;
 2. If there are minor children who will remain in the unit after the transfer, proof must be provided to SRHA that at least one (1) adult household member who will remain in the unit has legal custody over each minor child on the Composition;
 3. The individual who would become the new HOH must have been on the Household Composition for a minimum of six (6) months provided that this requirement may be waived - in the discretion of the SRHA Executive Director - in the event the outgoing HOH's absence would leave only minor children remaining in the unit, and an otherwise eligible parent or guardian with permanent custody of said children is requesting to be named the new HOH. In the event the new custodian owes a debt to SRHA, he/she shall be allowed to enter into a repayment plan upon being approved as the new HOH;
 4. The new HOH must be 18 years or older, or legally emancipated by Court order;
 5. The new HOH must meet all admissions eligibility requirements under Section 3-1 of this Policy, and must not be ineligible under Section 3-2 of this Policy, and must not be prohibited as may be otherwise provided in this Policy; and
 6. The new HOH must complete New Tenant Orientation.
- C.** An individual must meet the requirements in subsection (B) of this Section in order to become HOH, unless specifically stated otherwise in Section 8-3 of this Policy. If there is no one on the Household Composition who meets said requirements, the lease shall be terminated, and the unit shall revert to the possession of the Standing Rock Housing Authority.

- D.** If a HOH fails to continuously occupy their unit, and there are arrears owing for the unit (i.e., back rent, repairs, etc.):
1. The arrears shall remain the responsibility of the departing HOH;
 2. The departing HOH may not reside in any SRHA unit - either as a HOH or a member of a Household Composition - unless or until the arrears are fully paid or the individual enters into a repayment agreement with SRHA and is current on her or his payments;
 3. SRHA retains the right to seek, through all legal means, collection of the amount due and owing by the departing HOH, including against a deceased HOH's estate; and
 4. If the HOH departs with Household Composition members still living in the unit, an eligible member of the Household Composition may become a new HOH for the unit and shall not assume liability for any arrears owing on the unit at the time the previous HOH stopped occupying the unit unless SRHA becomes aware that the previous HOH is being permitted to remain in the unit, in which case the old and new HOHs shall be jointly and severally liable for all arrears on the unit.

VIII-3 Alternative Remedies for Continuous Occupancy Violation

If a HOH has triggered one of the subsections of this Section, the SRHA may - in its discretion - refrain from terminating the lease, but instead permit a different Household Composition member to become a new HOH for the unit, provided the specific requirements of each subsection are met and there is a person eligible under Section 8-2(8) of this Policy who would become the new HOH.

- A. Head of Household Leaves the Unit.** If the HOH leaves the home and either (1) consents to have a new HOH appointed from the Household Composition or (2) has personally abandoned the unit with Household Composition members still living in the unit, a new HOH may be appointed if she or he meets the eligibility requirements of Section 8-2(8) of this Policy.
1. If a HOH is away from the unit on military leave, she or he may appoint a temporary HOH for any such leave longer than 30 days and re-assume HOH status at the end of such leave. A temporary HOH must meet the eligibility requirements under Section 8-2(B) of this Policy, and must consent to and sign a new, temporary lease for any period in which they are to serve in such capacity.
 2. Under any circumstance where the HOH is changed under this subsection, the security deposit balance previously paid on the unit will remain with the unit through the change of HOH.
- B. Educational Purposes Exception.** A HOH may be absent from her or his unit if the absence is due to her or his enrollment in an educational institution, provided:
1. If the HOH leaves for educational purposes, they must not be away for more than

nine (9) months at a time.

2. No HOH may use the educational purposes exception more than four (4) times without the written permission of SRHA.
3. Prior to leaving for such educational purposes, the HOH shall be required to provide enrollment verification to SRHA. The HOH shall also be required to provide continued enrollment verifications to SRHA upon subsequent written requests by the SRHA, if any such requests are made, or must execute documentation that permits SRHA to verify continued enrollment directly from the applicable educational institution. If the HOH has not executed documentation permitting SRHA to verify continued enrollment directly from the applicable educational institution, does not provide verification within 21 days of any verification request by the SRHA, and remains absent from the unit at the end of the 21-day period, SRHA shall terminate the HOH's lease.
4. A HOH who leaves for educational purposes and resides in a Tax Credit Unit will not be allowed to reside in another Tax Credit Unit off the Standing Rock Reservation. Should the HOH live in any Tax Credit Unit off the Reservation, their lease with the SRHA will be terminated.
5. Any HOH who is away for educational purposes must designate a temporary HOH who must meet the eligibility requirements of Section 8-2(B) of this Policy, and must consent to and sign a new, temporary lease for any period in which they are to serve in such capacity.
6. Regardless of whether the permanent HOH is present at the unit during the period an educational purposes exception is in effect, rent shall continue to be based on the calculations for the permanent HOH for the duration this exception is claimed.

C. Death.

1. Head of Household Dies.
 - a. If a HOH dies, and there are other Household Composition members, the remaining Composition members may designate a new HOH who meets the eligibility requirements of Section 8-2(B) of this Policy. SRHA shall give the remaining Household Composition members no less than ten (10) days after the death of the HOH to designate a new HOH and begin the application process.
 - b. If a HOH dies and was the only individual on the Household Composition, or if there are no other Household Composition members who meet the eligibility requirements of Section 8-2(B) of this Policy, the lease shall be terminated and SRHA shall retake the unit.
 - c. In addition to the discretionary waiver provided for in Section 8-2(B)(3) of this Policy, the Executive Director may, in her or his discretion, waive the 60-day Composition requirement in Section 8-2(B)(3) of this Policy in the event the HOH's death would leave only her or his widow in the unit and such

person is over the age of 60.

- d. An order of the court naming or appointing an individual executor or administrator of the deceased individual's estate does not supersede the process set forth in subsection (C)(1) of this Section.
2. **Bereavement Exception.** If a HOH must be absent from her or his unit for the bereavement of a deceased individual, she or he may be absent for a period up to 30 days. If the HOH is absent from the unit longer than 30 days, and there are other Household Composition members who meet the eligibility requirements of Section 8-2(8) of this Policy, a new HOH shall be designated in the same manner as provided under subsection (C)(1) of this Section. If the HOH was the only individual on the Household Composition, or if there are no other Household Composition members who meet the eligibility requirements of Section 8-2(8) of this Policy, the lease shall be terminated and SRHA shall retake the unit. A HOH on bereavement leave continues to bear the responsibilities she or he has under their lease with SRHA, even during their absence.
- D. Head of Household is Absent from the Unit due to an order of the Court.** If the existing HOH is absent from the unit for a period exceeding 30 days as a result of a Court order for detention or placement in a facility of any type for any reason, a new HOH must be designated from the existing members of the Household Composition. If the HOH was the only individual on the Household Composition, or if there are no other Household Composition members who meet the eligibility requirements of Section 8-2(8) of this Policy, the lease shall be terminated and SRHA shall retake the unit.
- E. Head of Household Incapacitated.** If an existing HOH becomes incapacitated and is no longer able to manage their own affairs, as ordered by any court, an existing Household Composition member may be designated as HOH provided SRHA is provided a copy of such court order and the proposed new HOH meets the eligibility requirements of Section 8-2(8) of this Policy. If the HOH was the only individual on the Household Composition, or if there are no other Household Composition members who meet the eligibility requirements of Section 8-2(8) of this Policy, the lease shall be terminated and SRHA shall retake the unit.
- F. Divorce/Separation.** If the HOH and either:
1. The spouse of the HOH, or
 2. Any Household Composition member who shares legal custody of a minor child or children with the HOH and such minor child or children are Household Composition members, no longer intend to reside together in the unit, the spouse or member who shares legal custody of a minor child or children with the HOH may be designated as a new HOH, provided she or he meets the eligibility requirements of Section 8-2(8) of this Policy.

G. Special Elderly Unit Conditions for continued occupancy.

1. If the HOH of an elderly unit has been committed, admitted or placed into a care facility, the HOH's lease will not be terminated unless or until the commitment, admission or placement exceeds 90 days total.
2. If the HOH of an elderly unit dies or leaves the home, and the remaining household members are not eligible for an elderly unit, the remaining household members must leave the unit within 60 days.

H. Transfer Provisions Applicable. If a change of HOH is permitted under this Section, the SRHA will require HOHs and Household Composition members to permanently relocate to another unit suitable to their family size if needed to meet the occupancy standards as set forth in this Policy.

VIII-4 Transfers, Temporary Relocation and Voluntary Termination of the Lease by the Tenant

A. Tenant Requested Transfers. HOHs will be allowed to transfer to another unit, once in every five (5) years, under the following conditions:

1. There must be no back rent unless an emergency exists that threatens the health or safety or right of peaceful tenancy of requesting household transfer and is approved by the SRHA Executive Director; and
2. No lease violations within the past year;
3. There is a verified Household Composition change or other extenuating circumstances, which may require supporting documentation;
4. The unit to be vacated must be inspected and if tenant abuse is evident, the tenant will be required to pay or correct the abuse;
5. No person(s) may continue to occupy the vacated unit as a remaining family member, whether or not they are listed on the Household Composition; and
6. The HOH and family requesting transfer must meet income and occupancy limits.

If the HOH and family meet the above requirements, they will be allowed to apply for housing and placed on the appropriate waiting list suitable to their Household Composition. Transfers will be treated as a separate move-out and move-in. Tenants who seek to transfer to another unit must also meet the admissions eligibility requirements at the time of selection and regardless of their eligibility status in their current unit.

B. Involuntary Transfers by the SRHA. The SRHA may be required to transfer families in order to meet Program eligibility requirements and may transfer any tenant upon proper written notice of not less than 15 days to the tenant.

C. Homebuyers Transfer to a Rental Unit. When the homebuyer's accounts have been exhausted, the SRHA may offer the homebuyer a transfer into a rental unit, if a unit is

available and the prospective tenant meets the admissions eligibility criteria in such circumstances, the Mutual Help Unit shall be assigned to a New Homebuyer.

- D. Voluntary Move Out.** Tenants who wish to move out of rental units must give a two (2) week written notice before the move out. Tenants must complete an Intent to Vacate form. Tenants who fail to provide the required two-week notice will be charged rent up to the date the move-out inspection is done. If a tenant does not file an Intent to Vacate form, the SRHA will proceed with Abandonment of the unit as provided for in the Standing Rock Housing Authority Collections and Compliance Policy.
- E. Temporary Relocations.** The SRHA shall relocate those tenants who are required to vacate their units on a temporary/permanent basis as a result of natural disaster, or due to the need to renovate the unit. Relocations will require the tenant(s) to execute temporary leases under the same terms and conditions as the original leases as well as any other terms and conditions the SRHA deems necessary to satisfy the purposes of the relocation. Tenants may be relocated into vacant SRHA units, regardless of where the unit is located. If the tenant refuses to be relocated, the SRHA may treat such refusal as a basis to terminate the lease and evict the tenant. The SRHA shall provide relocation assistance to tenants displaced as a result of natural disaster or SRHA activities.

VIII-5 Maintenance and Care of the Unit

- A. Responsibility for Maintenance.** The tenant is responsible for immediately reporting all maintenance and repair needs to the SRHA. Tenant is responsible for not causing any damage to the unit or yard. Tenant agrees not to damage or cause destruction of property. Tenants are to use all parts of the premises in a way they are intended or designed and refrain from destroying, defacing, damaging, or removing any part of the premises, or allowing any other person to do so. Tenant will be charged for damages due to negligence. All damages will be repaired at the expense of the tenant. Tenant agrees not to remove any property belonging to the SRHA, including but not limited to exterior door locks, appliances, structural items, etc. All maintenance work that is the result of normal property wear and tear shall be completed at the SRHA's expense. All maintenance work that is necessitated by tenant abuse, neglect, or carelessness shall be completed by the SRHA and charged to the tenant. Any maintenance work that is necessitated by tenant abuse must be paid in full within ninety (90) days. All charges for maintenance work that is necessitated by tenant abuse shall not accrue to more than \$2,000. Maintenance work that is necessitated by tenant abuse above that amount shall result in a lease violation. Any changes to the interior or the exterior of the unit or the premises are not permitted unless the tenant requests the change in writing and the change is approved by the SRHA.
- B. Sanitary Conditions Required.** The tenant shall keep the premises in a clean and sanitary condition.

- C. Fire Prevention Required.** Tenants shall permit no combustible material to be kept on the premises and shall take every precaution to prevent fires, including ensuring that all fire extinguishers and fire alarms are maintained. Tenant shall not use any facilities for heating except those provided by the project (e.g., ranges are not to be used for heating the unit.)
- D. Disposal of Rubbish.** Tenant shall deposit all garbage, trash, and rubbish in plastic garbage bags in a suitable metal receptacle. The SRHA shall remove all garbage on a regular basis. Rubbish must not be burned.
- E. Maintenance and Care of Exterior Premises.** Tenants are required to maintain their lawns and not allow weeds or the lawn to become so overgrown that the growth may become a fire hazard; rodent, spider, or snake infested. Lawns need to be mowed to the curb. The SRHA shall charge all tenants for each time the SRHA has to mow the lawn, and the SRHA will pursue lease enforcement under the terms and conditions of the Standing Rock Housing Authority Collections and Compliance Policy.
- F. Non-Operating Cars/ Junk Cars.** Cars shall be parked only in driveways and parking lots provided by the SRHA. Tenant shall not locate on the premises or permit any other person to locate upon the premises any non-operating cars or other vehicles. Tenant shall be responsible for the removal of any non-operating vehicles and the expense for removal.
- G. No Smoking.** Smoking is prohibited in all housing units. Prohibited smoking is defined as the ignition and burning of tobacco leaves, such as cigarettes, cigars, pipes, and water pipes, vaping, or burning of any other product for the purpose of inhalation. Any smoking in a unit will be a lease violation and result in the tenant being charged for costs incurred to remediate the unit for damage caused from smoking.
- H. Pest Control.** Tenants must report any infestation of rodents, bugs, or other pests to the SRHA promptly. If the SRHA determines pest control activity is required to eliminate any pests, the SRHA will issue a notice in writing to the tenant of the date and time of the pest control activity. If the tenant does not contact the SRHA at least 48 hours prior to any scheduled pest control activity, and fails to prepare the unit for pest control activity or denies access to the unit at the scheduled time, the tenant shall be responsible for payment to the SRHA of the cost of the pest control, and the cost of rescheduling pest control activity, and such failure shall be deemed a violation of the lease agreement. In the event a tenant has a medical condition which may be impacted by pest control chemicals, the tenant must provide documentation to the SRHA of the medical condition and make a request for exemption from pest control activities. The determination of whether the exemption will be granted will be determined on a case-by-case basis, at the discretion of the SRHA Executive Director.
- I. Access to the Unit by SRHA Personnel.** The SRHA staff shall be allowed access to the dwelling at reasonable times, and upon notice in writing posted on the front door of the unit or delivered to the tenant or an adult person located at the unit at least 24

hours in advance, except in situations involving an emergency where access is necessary to protect the health and safety of residents, or where the tenant consents. No tenant who unreasonably denies access to the SRHA for these purposes may pursue an action or grievance maintaining that any services or repairs were not provided.

J. Insurance. The SRHA shall carry fire and extended insurance coverage on the low rent units. Tenants are responsible for securing insurance coverage for personal property and contents of the house and SRHA shall have no responsibility or liability for Acts of God or damage to personal property and contents of the unit which belong to tenant, any household member and/or any guest of the same.

K. Right of SRHA to Enter Unit/Inspections.

1. SRHA may enter a unit at any time in case of emergency or if SRHA reasonably believes the tenant has abandoned the premises, or SRHA reasonably believes the tenant is in violation of the provisions of the lease. The SRHA shall not be authorized to enter the premises in the discretion of SRHA staff when a situation in the unit may jeopardize the health or safety of SRHA staff. However, SRHA staff, upon approval of the Executive Director, are authorized to permit law enforcement or emergency services entry when health and/or safety is at issue.
2. SRHA may enter a unit during reasonable hours, and in a reasonable manner, for the purpose of inspecting the premises; for making necessary or agreed repairs, decorations, alterations or improvements; for supplying necessary or agreed services; or for exhibiting the residential dwelling unit to potential tenants where the current tenant's tenancy is scheduled to end, workmen or contractors. Unless it is impractical to do so, SRHA shall first notify and receive the consent of the tenant, which shall not be unreasonably withheld. Notice may be made by posting notice on the front door of the unit, delivering notice to the tenant or any adult person located at the unit in person, or by email if such communication is approved by the applicant as their preferred method of communication. SRHA shall not abuse the right of access or use it to harass or intimidate the tenant.
3. SRHA shall conduct inspections upon move-in and move-out of a tenant. Such inspections should be done with the tenant present, and the tenant should sign a checklist agreeing with SRHA's assessment of the condition of the premises.
4. The SRHA may also conduct inspections for the purposes of assessing renovation needs, inspections required by other agencies, including HUD Section 8 Compliance inspections, Low-Income Housing Tax Credit Limited Partner Inspections, and South Dakota Housing Development Authority or North Dakota Housing Finance Agency tax credit compliance inspections. Inspections required by other agencies will involve another agency inspecting the unit with the SRHA personnel present for the purpose of determining the SRHA's eligibility for funding.
5. All tenants shall be subject to regular inspections of their units, starting with monthly inspections. Tenants must pass three (3) consecutive monthly inspections

to move to quarterly inspections. Tenants must pass four (4) consecutive quarterly inspections to move to the semi-annual inspections. Tenants must pass two (2) consecutive semi-annual inspections to move to the annual inspections, which shall continue thereafter for the duration of the tenant's occupancy, provided that, should a tenant fail an inspection, they will start the Quarterly or Monthly Inspection process over, depending on the seriousness of the reason for failure. Under extreme circumstances, a tenant may be required to pass daily inspections for a reasonable period of time.

6. If the SRHA determines upon inspection that the tenant has failed to comply with any provision of the lease, the SRHA shall issue a Lease Violation. Tenants will be allowed five (5) business days to correct deficiencies, except for any deficiency in housekeeping or maintenance or utility connection that presents an immediate threat to the health and safety of the occupants. The SRHA shall provide tenants with written notice of Lease Violations assessed and the amount of time the tenant has to remedy all violations, including violations that threaten the health and safety of occupants. SRHA shall conduct a follow-up inspection to ensure the Lease Violation is timely remedied.
7. SRHA staff may document any inspection/entry into the unit by photographic or video means, regardless of the initial purpose for the inspection/entry.
8. SRHA staff may, while conducting an inspection, use any reasonable instrument or tool to aid or assist in conducting the inspection, including for determining whether a lease violation has or is occurring. This shall include the use of a kit designed to discover the presence of traces of methamphetamine or other drugs.

- L. Rent and Utilities.** As otherwise set forth in this Policy, Tenants are responsible for ensuring that all rental payments are made on time and that all utilities connected to the unit remain connected at all times.

VIII-6 Conduct that Threatens the Health or Safety of Others

- A. Criminal Activity by the Tenant, Household Members, or Guests Prohibited.** Tenants, their household members, and guests may not engage in criminal activity. Any substantiated report of criminal activity that threatens the health or safety or right of peaceful enjoyment of others by the tenant shall result in termination of the lease. Any substantiated report of criminal activity that threatens the health or safety or right of peaceful enjoyment of others by a household member or guest shall result in issuance of a lease violation to the tenant. If the tenant fails to remedy the lease violation by removing the household member from the Household Composition and removing the family member from the unit, the SRHA shall proceed with Lease Termination under its Standing Rock Housing Authority Collections and Compliance Policy. Violent Criminal activity is automatically conduct that threatens the health, safety, or right of peaceful enjoyment of the residents.
- B. Drug-related Criminal Activity.** Drug-related criminal activity, as defined in this Policy, by a HOH or household member, constitutes a violation of the lease

- agreement, regardless of where the drug-related criminal activity occurs. Drug- Drug-related criminal activity by a guest on the unit premises also constitutes a violation of the lease. When the SRHA substantiates a report of drug-related criminal activity by the tenant during the lease term, the lease shall be terminated. If a household member or guest engages in drug-related criminal activity, the first time it occurs, if there is no evidence that the tenant had knowledge of the activity, the SRHA shall issue a lease violation to the tenant requiring the tenant to remove the household member from the Household Composition and residency in the unit. If the tenant does not remove the household member, the lease shall be terminated. If there is a second violation, the lease shall be terminated. If there is any evidence the tenant had knowledge of the drug-related criminal activity, the lease shall be terminated.
- C. Registered Sex Offenders.** A tenant allowing a Tier III/Lifetime sex offender who is required to register with the Tribe, State, or Federal government under tribal or federal law or a Tier I or Tier II sex offender who is not in compliance with the Standing Rock Tribal Code of Justice, Title IV, Chapter 16, to reside in a unit is a violation of the lease. When the SRHA substantiates that a tenant is required to register as a Tier III/Lifetime sex offender or the Tenant is a Tier I or Tier II sex offender found not to be in compliance with Title IV, Chapter 16 of the Standing Rock Tribal Code of Justice, during the lease term, the lease shall be terminated in accordance with the Standing Rock Housing Authority Collections and Compliance Policy. If a household member is required to register as a Tier III/Lifetime sex offender or is a Tier I or Tier II sex offender that is not in compliance with Title IV, Chapter 16 of the Standing Rock Tribal Code of Justice, the SRHA shall issue a lease violation to the tenant requiring the tenant to remove the household member from the Household Composition and residency in the unit. If the tenant does not remove the household member, the lease shall be terminated in accordance with the Standing Rock Housing Authority Collections and Compliance Policy.
- D. Conduct that Disturbs Right of Peaceful Enjoyment of Others Prohibited.** Tenants, household members, and guests are required to conduct themselves in a way that will not disturb the peaceful enjoyment of others or abuse property. The tenant is responsible for ensuring household members and guests comply with this requirement. Tenant shall ensure all household members and guests abide by any curfew established under Standing Rock Sioux Tribal law. This includes not conducting or permitting loud parties or permitting other conduct that disturbs the peace.
- E. Firearms.** Tenant shall not permit any person(s) on their Household Composition or guests of their unit to discharge firearms within 100 feet of SRHA units or residential neighborhoods, or premises. Tenant shall not permit any household member or guest to use BB guns or other weapons of any kind on or near the premises or residential neighborhoods. Tenant will not allow children or guests to use BB guns, slingshots, paint guns, stun guns, pellet guns, or any type of small firearms that could cause injury or harm on the premises.

- F. Pets.** Tenant will be responsible for the actions of their pets. All pets residing on the premises of SRHA units must be licensed with the Standing Rock Game, Fish, and Wildlife Department pursuant to Standing Rock Tribal Code, Title XXII, Section 22-120. Tenants will not allow their dogs or cats authorized by the SRHA to bite or cause harm to any of the other residents in the community. Tenants will be held liable for any damages caused to persons or property. Tenants shall not keep any pets without the prior written authorization of the SRHA. All dogs and cats must be vaccinated for Rabies and Distemper at all times, and verification of licensure must be filed with the SRHA. Tenants will be allowed no more than two (2) dogs. Dogs must be leashed or fenced in at all times. No livestock is permitted in the dwellings or in the cluster site housing. No pets will be allowed at the complex units. Tenants shall not be allowed to own, possess, or keep dogs that are prohibited by the Tribe's Animal Control Ordinance, as listed in Title XXII of the Code of Justice, i.e., Pit Bulls, Rottweilers, or Doberman Pinchers, or any pedigree of such dogs. Tenants shall not chain dogs in such a manner that blocks access to the front and back door of the unit, when notice has been provided that the SRHA will be conducting an inspection, repair or other SRHA business.
- G. Unauthorized Persons or Alcohol Use in Elderly Housing.** In the designated elderly housing units and premises, there will be no use of alcohol and no other persons will be allowed to reside there except the resident and a care attendant.

VIII-7 Unauthorized Use of the Unit

Tenant shall not use the unit for any purpose other than as a primary residence. No business may be conducted from the unit or the premises without SRHA written approval. Tenant may not sublease, assign, or let the premises to any boarder or lodger at any time, nor permit any unauthorized person to reside at the unit who has not been added to the Household Composition Form and approved for occupancy by the SRHA.

VIII-8 Tenant Responsibilities Prior to Move-out

- A. Schedule a Move-Out Inspection.** The tenant is responsible for scheduling a move-out inspection on the date the tenant vacates the unit with the SRHA. If the tenant fails to schedule a move-out inspection, the SRHA Resident Services Specialist shall schedule a move-out inspection and notify the tenant of the date and time of the inspection in writing at the last known address of the tenant.
- B. Turn in All Keys.** Tenant is responsible for turning in all keys to the unit at the time of move-out. Failure to return keys shall result in charges to the tenant for changing the locks to the unit.
- C. Cleaning of the Unit.** Tenant is responsible for ensuring the unit is in a clean and sanitary condition upon move-out, including removal of all rubbish, debris, and personal property from the premises. If a unit needs to be cleaned after a tenant has vacated, the SRHA can enter into a cleaning contract with any previous or current

tenants of the SRHA who owes back rent. A list will be maintained of interested persons, who will be contacted when a contract is needed. When a contract is complete, the SRHA Resident Services Specialist will inspect the unit and sign off on the contract. The person completing the contract will be given credit against their back rent owed, and this amount will be charged back to the tenant vacating the unit.

The following amounts will be the maximum allowed for credit for cleaning contracts. Actual amounts will be determined by the SRHA based on the condition of the unit:

<u>Unit Size</u>	<u>Credit/Charge</u>
1 Bedroom	\$ 100
2 Bedroom	\$ 200
3 Bedroom	\$ 300
4 Bedroom	\$ 325
5 Bedroom	\$ 350

D. Notification of Forwarding Address. Tenant is responsible for providing the SRHA with a forwarding address to return any Security Deposit due to the tenant after the unit is returned to the SRHA.

E. Removal of Personal Property. When any personal property/belongings or household goods and furnishings of the HOH are left on the premises after move out, whether the move out be voluntary or involuntary, the HOH will be notified by certified/registered mail or hand delivered with a Return of Service that the SRHA is storing the property for 20 days, the location of the property and that such property must be retrieved by the tenant within 20 days in writing to their last known address.

The tenant shall be responsible for SRHA's storage costs incurred during the 20-day period, and that tenant shall pay the storage costs in full when claiming said personal property. The tenant's failure to claim the personal property within the 20-day period and pay in full the SRHA's storage costs incurred during the 20-day period shall be considered abandonment of said personal property, and the SRHA shall dispose of the personal property in a manner deemed appropriate. Storage costs incurred but not paid by the tenant shall be enforceable as a Judgment.

VIII-9 Abandonment of an SRHA Unit

- A.** SRHA may develop reasonable cause to believe a unit has been abandoned when a HOH appears to no longer be residing in the unit. Reasonable because it will be based on the totality of the circumstances, including, but not limited to:
1. All or substantially all personal property has been removed from the unit;
 2. Utilities have been disconnected;
 3. The HOH or other adult members on the Household Composition have made statements, or committed other acts, which indicate a HOH's intent to abandon the

- unit;
 - 4. The HOH is absent from the unit; and/or
 - 5. Neighbors and/or members of the community have provided verifiable information that the HOH is not residing in the unit.
- B.** Where SRHA has reasonable cause to believe a unit has been abandoned, SRHA will conduct an emergency inspection of the unit as governed by this Policy. If the inspection confirms there is reasonable cause to believe the unit has been abandoned, the SRHA will post a Notice of Inspection and Intent to Take Possession on the dwelling, stating that the SRHA conducted an emergency inspection, believes the unit to be abandoned and intends to take possession of the unit after five (5) days if the HOH does not contact SRHA within that time.
- 1. If the HOH responds within five (5) days of posting the Notice of Inspection and Intent to Take Possession, they must satisfy SRHA that they are currently and continuously occupying the unit. This may include being subject to frequent inspections; daily inspections may be conducted during a period of up to ten (10) consecutive days. If they do not satisfy SRHA, they are currently and continuously occupying the unit, SRHA shall proceed to subsection (C) of this Section.
 - 2. If the HOH does not respond within five (5) days of posting the Notice of Inspection and Intent to Take Possession, the SRHA will proceed to subsection (C) of this Section.
- C.** A Notice of Abandonment and Lease Termination will be sent by certified mail to the last known mailing address of the HOH, and a copy will be posted on the abandoned unit.
- 1. If the HOH fails to respond to the SRHA within five (5) days of the posting of the Notice of Abandonment and Lease Termination on the unit, the SRHA shall proceed to terminate the lease, repossess the unit, and reassign the unit to a new tenant. Any abandoned property will be stored for twenty (20) days from the date SRHA posted the Notice of Abandonment and Lease Termination.
 - 2. If the HOH responds to the SRHA within five (5) days of the posting of the Notice of Abandonment and Lease Termination on the unit, the HOH must satisfy SRHA that they are currently and continuously occupying the unit. This may include being subject to frequent inspections; daily inspections may be conducted during a period of up to ten (10) consecutive days. If they do not satisfy SRHA, they are currently and continuously occupying the unit, the SRHA shall proceed to terminate the lease, repossess the unit, and reassign the unit to a new tenant. Any abandoned property will be stored for 20 days from the date SRHA posted the Notice of Abandonment and Lease Termination.
 - a. If the HOH responds to the SRHA within five (5) days of posting the Notice of Abandonment and Lease Termination, and satisfies SRHA that they are

currently and continuously occupying the unit, the termination process shall cease, provided:

- i. The HOH shall be subject to an accelerated inspection schedule - including weekly inspections - to ensure the HOH remains living in the unit;
- ii. The HOH shall be issued lease violations for any grounds which led to the need for SRHA to begin and advance with the abandonment process, and must timely correct any such violations;
- iii. The HOH may not add a person to their Household Composition for six (6) months; and
- iv. The HOH shall be responsible for any reasonable charges incurred by SRHA as a result of the HOH's actions or lack thereof, which led to the beginning and advancement of the abandonment process (including new door locks, weatherizing the unit, repairing appliances, etc.).

SECTION IX - ENFORCEMENT OF LEASE REQUIREMENTS

IX-1 General

The lease sets forth all requirements that are conditions of the lease. Failure of the tenant to abide by the lease requirements or any provision of the Admissions and Occupancy Policy will result in action by the SRHA to enforce the lease under the Standing Rock Housing Authority Collections and Compliance Policy.

IX-2 Lease Violations

A. Rent Violations

1. A tenant shall be issued a lease violation notice when she or he fails to make a timely and full rent payment, or a payment under a Repayment Agreement. The lease violation shall give the tenant ten (10) days to make the full payment.
2. If a tenant does not pay the amount due after the time period provided under subsection (A)(1) of this Section has elapsed, SRHA shall issue the tenant a Notice of Lease Termination and Notice to Quit.
3. Any amount due and owing to SRHA by a tenant at the time of lease termination/eviction shall remain due and owing to SRHA unless or until paid by the former tenant. SRHA may pursue the collection of such amounts through any available legal means.

B. Utility Disconnections

1. Any tenant whose electric meter is disconnected or whose propane runs out is in violation of her or his lease and shall receive a lease violation notice from SRHA. If a tenant does not reconnect within three (3) days of such notice, or if the tenant has previously been issued at least one (1) Lease Violation for utility disconnection within the past 12 months, SRHA shall issue a Notice of Lease Termination and Notice to Quit.
2. If the meter is switched out of HOH's name, the HOH will receive a three (3) day notice to have the meter put back in the HOH name. If the meter is still not reconnected in the HOH's name, the SRHA shall proceed to terminate the lease.

C. Violations Requiring Immediate Lease Termination. Where indicated in this Policy, the serious nature of certain violations requires immediate lease termination. In addition, if a person loses eligibility to reside in an SRHA in Article III of this Policy, SRHA must terminate the person's tenancy with the SRHA. In such cases, SRHA shall proceed directly to issuing a Notice of Lease Termination and Notice to Quit without first providing any lease violation notices.

- D. All Other Lease Violations.** For all lease violations not otherwise contemplated in subsections (A)-(C) of this Section, SRHA shall issue a lease violation notice. Multiple lease violation notices may be issued for the same behavior if the tenant is instructed to rectify a violation within a reasonable period of time and fails to do so. Three consecutive lease violations within one (1) year shall be grounds for SRHA to terminate the lease. If a tenant unreasonably fails to rectify a lease violation or is deemed by SRHA to be a “habitual lease offender” by receiving more than three violations that have not been rectified in a one-year period calculated from the date the first violation was issued, SRHA shall proceed to terminate the tenant's lease. Whether a tenant is a "habitual lease offender" is determined by weighing (i) the number of lease violations a tenant has accumulated, particularly when in close proximity to each other, and/or (ii) the tenant's disregard for SRHA policy and/or a reasonable tenant's responsibilities for a rental unit.

IX-3 Action Upon Lease Termination

When a tenant is served with a Notice of Lease Termination and Notice to Quit, the tenant's lease has been terminated, and the tenant must fully and finally vacate the unit by the date included in the Notice. If the tenant does not voluntarily vacate the unit by said date, SRHA shall seek from the Standing Rock Sioux Tribal Court an order permitting the forcible removal of the tenant. A tenant shall be responsible for any court costs/allowable legal fees, and expenses paid by the SRHA in the successful pursuit of an eviction in Court.

SECTION X - INVESTIGATION OF COMPLAINTS

When the SRHA receives a written complaint of a non-criminal nature with the date and time of the incident relating to the conduct of a tenant or household member, or guest, the SRHA will investigate the complaint. Home visits will be conducted on oral or anonymous complaints received, to substantiate or refute the complaint within five (5) days. No lease enforcement action will be taken on the sole basis of an oral or anonymous complaint unless the complaint is substantiated by the SRHA after investigation. If the complaint is substantiated, the SRHA will proceed with lease enforcement action under the Standing Rock Housing Authority this Policy and the Collections and Compliance Policy. Complaints regarding drug-related activity or other criminal activity will be immediately referred to law enforcement for investigation and in all circumstances referred to law enforcement within forty-eight (48) hours.

SECTION XI - TIME AND SERVICE

XI-1 Time

Where a provision in this Policy requires computing any time period:

- A. Exclude the day of the event that triggers the period;
- B. Count every day thereafter, including intermediate Saturdays, Sundays and legal holidays (unless the language of the specific provision requires computing time by "business days"); and
- C. Include the last day of the period, but if the last day is a Saturday, Sunday or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or legal holiday.

XI-2 Receipt and Service

Where a provision in this Policy contemplates an individual receiving notice or other documentation, receipt shall be considered to have occurred:

- A. Where the notice or other documentation was hand-delivered or posted at a unit, at the time such notice was hand-delivered or posted, as reflected in a Return of Service, Certificate of Service or Affidavit of Service properly executed and maintained by the SRHA.
- B. Where the notice or other documentation was mailed to an individual at the most recent mailing address on file for the individual, receipt shall be considered to have occurred three (3) days after the date on which the mail was postmarked.
- C. Where service upon the HOH is required, it is sufficient service for any adult listed on the Household Composition to accept and sign for a document on the HOH's behalf.

APPENDIX A

2024 Ceiling Rents*

	<u>NAHASDA/Tax Credit</u>	<u>Elderly Units</u>
<u>Bedroom Size</u>	<u>Ceiling Rent/Month</u>	<u>Ceiling Rent/Month</u>
1	\$654.00	\$175.00
2	\$859.00	\$195.00
3	\$1039.00	\$215.00
4	\$1,169.00	\$235.00
5	\$1344.00	\$250.00

*Ceiling rents are established based on the lower 2024 HUD Section 8 fair market value low rent for Sioux County, North Dakota, or Corson County, South Dakota. The fair market rent, which is reflected in the ceiling rents, includes all utilities.