



## **NORTHERN PONCA HOUSING AUTHORITY**

### **ADMISSION & OCCUPANCY HANDBOOK**

#### **GENERAL PURPOSE:**

The mission of the Northern Ponca Housing Authority (NPHA) is to identify, develop and provide housing, community, economic development and associated services to members of the Ponca Tribe of Nebraska and other enrolled Native Americans; to be served in the decisions that affect their lives and assure that services are provided in a manner considerate of cultural diversity and in a manner which produces quality products and services.

#### **POLICIES:**

These policies are applicable to the low rent and tax credit programs, including applicants.

#### **EXCEPTION:**

Admission and occupancy of any housing or apartment units which are financed in whole or in part with low income housing tax credits, or with money other than NAHASDA funds, shall be governed by any and all applicable laws pertaining to such funding.

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## NPHA Admissions & Occupancy Handbook Table of Contents

Section I – Policy for Eligibility for Low-Income Housing	
I - A Eligibility.....	4
I – B Application Process for Low-Income Housing.....	4
I – C Criterion to Qualify for the Low-Income Housing Waiting List.....	4
I – D Reasons for Applicant Rejection.....	5
I – E Maintenance of the Waiting List.....	7
I – F Notification of Applicants for Low Income Housing.....	8
Section II – Policy for Selection Procedure	
II – A Preference Points for Waiting List.....	8
II – B Definition of Units for Low Income Housing.....	8
II – C Verification of Information for Low Income Housing.....	8
II – D Notification of Selected Families for Low Income Housing.....	9
Section III – Policy for Determination of Rent	
III – A Definitions of Income, 24 CFR Section 1000.10(b)(1); 24 CFR Part 5, Subpart F.....	9
III – B Per CFR, Part 5, Subpart F (Section 5.609), Annual Income Includes, but is not Limited to:.....	10
III – C Per CFR, Part 5, Subpart F (Section 5.609), Annual Income Does Not Include:.....	11
III – D Amounts Specifically Excluded by Any Other Federal Statute.....	12
III – E Annualized Income.....	14
III – F Rent is Based on Adjusted Family Income.....	14
III – G Security Deposit.....	15
III – H Total Tenant Payment.....	16
III – I Utilities.....	16
III – J Interim Re-Determinations.....	16
III – K Mandatory Meetings.....	17
Section IV – Background Check.....	17
Section V – A Omaha Tax Credit Units LIHTC NETC99-001.....	17
V – B Tax Credit Policies & Procedures.....	17
Section VI – Policy for Occupancy Standards	
VI – A Bedroom Accommodations Per Family Unit.....	17
VI – B Tenant Improvement Plan.....	18
Section VII – A - Policy for Lease Changes.....	18
Section VIII – Policy for Continuing Occupancy	
VIII – A Increase in Income.....	18
VIII – B Loss of Head of Household.....	18
Section IX Policy for Move-In, Move-Out, & Inspection Requirements	
IX – A Notice of Move-Out.....	19
IX – B Move-In Inspections.....	19
IX – C 3 & 6 Month Inspections.....	19
IX – D Annual Inspections.....	19
IX – E Tenant Transfer Inspection.....	20
IX – F Move-Out Inspections.....	20
IX – G Termination of the Lease.....	20
Section X – A Pet Rules of Occupancy.....	20
X – B Definition of Common Household Pet.....	20

X – C Commercial Purposes.....	21
X – D Pet Visitation .....	21
X – E Pet Boarding.....	21
X – F Vaccinations.....	21
X – G Service Animals & Comfort Animals.....	21
X – H Pet Fee(s).....	22
X – I Requirements.....	22
X – J Tenant Responsibility.....	22
X – K Pet Nuisance – Notice & Compliance.....	23
X – L Non-Compliance with Pet Policies.....	23
Section XI – A Reporting Maintenance Needs .....	23
XI – B Completion of Maintenance Work .....	23
XI – C Move Out Inspection and Charges .....	25
Section XII – Rent & Collections Policy	
XII – A Calculation of Rent or Monthly Payments.....	25
XII – B Due Date for Rent, Monthly Payments, and Other Charges .....	26
XII – C Manner of Payment .....	26
XII – D Payment Agreements .....	26
XII – E Automatic Payments and Payments in Advance .....	26
XII – F Non-Sufficient Funds Policy .....	27
XII – G Notice to Quit .....	27
Section XIII Policy for Appeals	
XIII – A Informal Settlement of Appeal.....	27
XIII – B Grievances Against NPHA Staff.....	27
Section XIV Tenant Rules of Occupancy	
XIV – A Household Rules.....	27
XIV – B NPHA Housekeeping Policy.....	28
XIV – C Firearms Rules.....	31
XIV – D No Smoking Policy.....	31
Section XV – Zero Tolerance for Criminal Activity & Drugs	
XV – A Criminal Activity.....	32
XV – B Drug Use.....	33
XV – C Reporting Problems.....	34
Section XVI – A Transfer Policy.....	34
XVI – B General Rules for Transfers.....	35
XVI – C Transfer List.....	35
XVI – D Compliance.....	35
XVI – E Temporary Relocation.....	35
Section XVII – Incident Reporting Policy.....	36
Definitions.....	37

## **Section I – Policy for Eligibility for Low-Income Housing**

### **Section I-A - Eligibility**

To be eligible to participate in NPHA’s rental housing programs the applicant must meet all of the following eligibility criterion:

- A. Meet the family composition criterion as defined in 24 CFR Part 1000.104 and Section 201(b) of NAHASDA.
- B. Qualify as a family, defined by NPHA as:
  - 1. Parent(s) & child(ren)
  - 2. Married/domestic partner
  - 3. One single person = 19 years or older
  - 4. Grandparents & Grandchildren
- C. Qualify as a Native American family defined by NPHA as a family whose head of household is an enrolled member of a federally-recognized tribe as published annually in the Federal Register under “Indian Entities Recognized and Eligible to Receive Services From the United States Bureau of Indian Affairs.”
- D. Have an annual household income that is at or below 80% of the HUD median income for the county or the federal rate, whichever is higher. Income limits are adjusted for family size and updated on an annual basis by HUD. Applicants must have a minimum gross adjusted annual income of \$8,000. Compositions where all adults are considered elderly and/or disabled must have a minimum gross adjusted annual income of \$5,000.

### **Section I-B – Application Process for Low-Income Housing**

- A. Applicants applying for the rental housing program must submit an application to NPHA.
  - 1. Applicants may apply for both low-income and tax credit programs.
  - 2. It is required that each applicant provides all information requested on the application and signs all necessary forms. Providing false or misleading information shall constitute a violation of these policies and will be grounds for denial or termination of the tenant’s lease, if discovered at a later date.
  - 3. All information or any statements made by the applicant are subject to verification.
- B. Completed applications may be mailed, faxed, e-mailed or delivered in person to the NPHA office located at 1501 West Michigan Avenue, Norfolk, NE 68701.
  - 1. All applications must be completed and signed using permanent ink.
  - 2. Immediately upon receipt, the application will be date stamped and initialed by NPHA staff.
    - a. Once the application is complete, it will be date and time stamped.
- C. It is the applicant’s responsibility to notify NPHA of any changes.

### **Section I-C – Criterion to Qualify for the Low-Income Housing Waiting List**

Applicants must have the following positive criterion in order to be considered a qualified candidate to be placed on the NPHA waiting list:

- A. Income verification (via tax return, check stub, TANF statement, etc. – not third party)
- B. Tribal enrollment/Certificate of Blood
- C. Social Security Cards for all household members

- D. Legal guardianship documents for all dependents (i.e. birth certificates, legal power of attorney, foster care, etc.)

**Section I-D – Reasons for Applicant Rejection**

NPHA has the right to reject applicants based on the application criterion, or proof that admission of the applicant would be damaging to the health, safety or welfare of other tenants, or the financial stability or physical environment of the property. Failure to properly report any of the below is grounds for termination of the tenant’s lease, if discovered at a later date.

- A. An application may be rejected due to:
  - 1. The applicant’s past performance in meeting obligations.
  - 2. NPHA documented and/or police records of disturbances of neighbors, destruction of property, or living habits which may be damaging to the health, safety or welfare of other tenants. NPHA reserves the right to deny applicants based on any unfavorable performance in accordance with the NPHA Lease and policies, within NPHA units, regardless if an outstanding balance has been paid off.
  - 3. Inability to show proof of income sufficient to comply with program requirements (employer, state, county and federal benefits) including ability to pay administration fees, user fees, utilities, maintenance or otherwise.
  - 4. A criminal history that shows behavior that would be detrimental to the program if the applicant(s) was/were allowed into the program.
  - 5. NPHA reserves the right to deny any applicant or potential applicant who threatens, harasses, and/or intimidates any NPHA employee, tenant, guest, and/or agent.
  - 6. Someone on the composition owning property that contains adequate, safe and sanitary housing.
  - 7. Failure to recertify income and family composition by the annual anniversary date of applicant’s initial application.
- B. General Policies for Authority Applicants for Housing with Conviction Records
  - 1. NPHA shall provide a housing application that includes information that explains NPHA’s procedures and policies with regard to background checks, the applicant’s right to review and explain/contest the information contained in the background check, and the applicant’s right to show rehabilitative evidence.
  - 2. NPHA shall consider all applicants, including those with conviction records, for inclusion in all housing facilities.
  - 3. NPHA shall perform background checks, third-party income, and third-party reference (landlord preferred) checks on all applicants 18 years or older within the composition before offering a unit to the applicant; this offer will be cancelled should unfavorable results be found.
  - 4. NPHA will take into account conviction histories, but will not consider arrests or other unproven allegations, in considering the suitability of a potential resident.

NPHA shall consider both the desire for all residents to live in a safe and secure environment and the community’s need to provide housing for all individuals, including individuals with conviction records, in making this consideration.

5. NPHA shall consider the following criterion in each case:
    - a. Whether the potential resident's offense bears a relationship to the safety and security of other residents;
    - b. The degree of violence, if any, of the offense for which potential resident was convicted;
    - c. Length of time that has lapsed since the conviction and the date of the NPHA application;
    - d. The number of convictions that appear on the potential resident's conviction history;
    - e. If the potential resident is now in recovery for an addiction, whether the potential resident was under the influence of alcohol or illegal drugs at the time of the offense;
    - f. Any rehabilitation efforts that the potential resident has undertaken since the time of his/her conviction, incarceration.
  6. Failure to disclose a criminal history to NPHA on the application may constitute a violation of these policies and the application will be rejected.
  7. Applicants with a felony conviction will be declined, however; they may appeal to the Board of Commissioners (BOC) within 10 business days of receiving notice of the declination.
- C. Record-keeping Requirements for Applicants
1. NPHA shall maintain records of all housing applicants for a minimum of two years from the date NPHA makes a determination about the application.
  2. The decision-making and record-keeping process shall be uniform and fair to all applicants.
  3. All applicants will be given an opportunity to review and explain any conviction record to NPHA during the applicant's appeal to the BOC, should they be declined for an award letter for any reason.
  4. If the applicant is a person with a conviction record, NPHA shall create a written statement of its analysis of the person's record in accordance with this section.
  5. The records shall include:
    - a. A copy of the original application;
    - b. A copy of the document provided to the applicant explaining his/her rights and confirmation that the applicant received this material;
    - c. The written statement created by NPHA detailing its analysis and decision.
  6. If the application is denied, NPHA shall provide to the potential resident:
    - a. An explanation of the denial of housing including proof of any criminal conviction used to prohibit admission, if any; and

- b. Information about applicant's right to appeal the decision.
- 7. In the event of the receipt of unfavorable information about an applicant, consideration will be given to documents or other supporting information submitted by the applicant, which might show a reasonable chance of favorable future behavior or financial prospects, such as:
  - a. Evidence of the applicant family's willingness to participate in social service or other appropriate counseling programs.
  - b. Evidence of the applicant and family's attempt to increase family income and the availability of training or employment programs in the locality.
  - c. Or any other evidence that would support the applicant's justification.
- 8. Applicants rejected for housing will be notified in writing within 45 days of receipt of the complete application and of their right to appeal the determination.
  - a. Applicants will be informed in writing of the reasons for ineligibility and will be given an opportunity to appeal the decision within 10 business days from the date of receipt of notice.
  - b. Any appeal regarding application denials will be submitted to NPHA's Executive Director and will be determined by the NPHA BOC.
- 9. Applicants who have been declined through the waiting list and/or the BOC must wait at least six months before applying again.

**Section I-E – Maintenance of the Waiting List**

- A. NPHA shall maintain one waiting list for all districts by bedroom size with district preference noted that includes applicants for both the low income and tax credit programs. Each applicant will be listed by the date and time that their application received final approval.
- B. All complete applications will be filed in the waiting list filing system.
- C. The waiting list is maintained according to the date of complete application, according to bedroom size, family size, and total preference points.
- D. Determination of the number of bedrooms required by an applicant shall be made according to the occupancy standards as listed in Section VI-A. NPHA has the right to place a family of two, in a two-bedroom unit based on availability criterion.
- E. All applicants are required to update their application annually. NPHA will attempt to annually re-certify the applicant's income and composition information via telephone, if this fails, a regular letter will be sent out requesting re-certification information. If a waiting list applicant does not reply within 30 days after the appropriate update paperwork is sent, they will be considered inactive and their name will be removed from the waiting list.
- F. If an applicant's name has been removed from the waiting list, they will be required to start a new application process to be considered for housing.
- G. Information in regards to the current waiting list can be obtained by contacting the Admissions and Occupancy Department of NPHA.

## **Section I-F – Notification of Applicants for Low Income Housing**

- A. Eligible Applicants
  - 1. Each applicant determined to be eligible will be promptly notified in writing of eligibility, but no later than 45 days from the date of the completed application.
  - 2. NPHA shall keep a copy of this notification in the file.

## **Section II – Policy for Selection Procedure**

### **Section II-A – Preference Points for Waiting List:**

- A. Waiting lists will be maintained chronologically in accordance with selection preference points. Eligibility preference points are as follows:
  - 1. Northern Ponca member age 19 and above – 20 points
  - 2. Northern Ponca member with nucleus unit (as defined below) – 30 points
  - 3. Elder (age 62 and above) – 6 points
  - 4. Near elder (age 55-61) – 3 points
  - 5. Disabled – 6 points
  - 6. Homeless – 2 points
  - 7. Non-Ponca Tribe of Nebraska nucleus family – 5 points
  - 8. Currently paying 50% of gross adjusted monthly income for rent – 1 point
  - 9. Completed application – 1 point
  - 10. Honorably discharged veteran of a branch of the United States Military (Army, Navy, Air Force, Marines, National Guard, etc.) – 8 points
- B. Points shall not be awarded for both the “Elder” and “Near elder” preferences, in the case of both preference eligibility, the higher elder points shall be awarded.
- C. Unit award preference points. Preference will be given to nucleus families. A nucleus family is defined as a father, mother & child(ren); a mother & child(ren), a father & child(ren), grandparent & grandchildren. Children who are 19 years of age or older will not qualify for the “child or grandchild” designation of this policy.

### **Section II-B – Definition of Units for Low Income Housing:**

- A. Units are defined as follows:
  - 1. Nucleus family = 1 unit
  - 2. Married/domestic partner couple = 1 unit
  - 3. One single person = 19 years or older = 1 unit
  - 4. Foster child(ren) = 1 unit

### **Section II-C – Verification of Information for Low Income Housing**

- A. NPHA shall use the most reliable documentation to verify income, as determined by NPHA.
- B. Earned income shall be verified through:
  - 1. Employer’s check stub or completion of employment verification form.
    - a. If the employer provides a range of hours worked, NPHA shall use the lesser amount of the range.
  - 2. Social Security & SSI through the Social Security Administration form;
  - 3. TANF/ADC through proof or award letter.
  - 4. Previous year’s federal income tax return obtained by Internal Revenue Service (IRS) Form 4506-T, with NPHA listed as the third party, this is required for all tenants 19 years and older on the composition.



- a. NPHA may require a complete copy of the tax return, should conflicting information be discovered between what was previously reported and the tax return transcript.
  - 1. This tax return copy will be secured via Form 4506. NPHA shall pay the fee for this report from the IRS. Should NPHA determine that the tenant willfully withheld income information, the fee for ordering form 4506 shall be charged to the tenant's account.
- 5. Self-certifications for income paid in cash.
- C. All other income will be verified through completion of appropriate forms at the time of admission and again at least annually at each re-certification.
- D. Adults claiming self-employment need to show proof of self-employment with Form 1099, Schedule C and federal income tax returns.
- E. All household members age 18 and above must sign a release of information for all required information.

**Section II-D – Notification of Selected Families for Low Income Housing:**

- A. NPHA will send an award letter to each applicant selected for occupancy. The notice shall include the following statements:
  - 1. The family has 14 days in which to respond to the award letter either by accepting or rejecting the unit offered.
  - 2. Applicant failure to respond within 14 days shall be regarded as a rejection of the offer.
  - 3. The head of household will be required to participate in a mandatory occupancy orientation & move-in inspection prior to moving into the unit.
  - 4. The tenant shall have 45 days from the date of the award letter to move into the unit. Prior to move-in all necessary paperwork will be reviewed & signed by NPHA and the tenants.
  - 5. The security deposit of \$300.00 is due prior to move-in.
  - 6. The tenant has sole responsibility to have the utilities recorded in their name. The tenant will not be permitted to occupy the premises until NPHA receives 3<sup>rd</sup> party verification from the utility company.
  - 7. Rejecting an offer will not jeopardize an applicant's position on the waiting list.

**Section III – Policy for Determination of Rent**

**Section III-A – Definitions of Income, 24 CFR Section 1000.10(b)(1); 24 CFR Part 5, Subpart F**

- A. Annual income means all amounts, monetary or not, which:
  - 1. Go to, or on behalf of, the family head or spouse (even if temporarily absent), or to any other family member; or
  - 2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date; and
  - 3. Which are not specifically excluded in Sections III-C & III-D

4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

**Section III-B – Per CFR, Part 5, Subpart F (Section 5.609), Annual Income Includes, but is not Limited to:**

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in Section III-B, Part B. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in Section III-D, Part Q);
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in Section III-C, Part C);
- F. Welfare assistance payments
  1. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) Program are included in annual income only to the extent such payments:
    - a. Qualify as assistance under the TANF Program definition at 45 CFR Part 260.31; and
    - b. Are not otherwise excluded under Section III-C.
  2. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- G. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

- H. All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in Section III-C, Part G).

**Section III-C – Per CFR, Part 5, Subpart F (Section 5.609), Annual Income Does Not Include:**

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker’s compensation), capital gains and settlement for personal or property losses (except as provided in Section III-B, Part E);
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide, as defined in 24 CFR Part 5.403;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. Amounts received under training programs funded by HUD;
- I. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- J. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- K. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA’s governing board. No resident may receive more than one such stipend during the same period of time;
- L. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- M. Temporary, non-recurring or sporadic income (including gifts), for the purposes of this policy, “temporary” is defined as income that is only earned for three consecutive months;

- N. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- O. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- P. Adoption assistance payments in excess of \$480 per adopted child;
- Q. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump-sum amount or in prospective monthly amounts;
- R. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- S. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- T. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR Part 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

#### **Section III-D – Amounts Specifically Excluded by Any Other Federal Statute**

Per the Federal Register, dated 5/20/14, as amended:

- A. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b))
- B. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058)
- C. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
- D. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
- E. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
- F. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, Section 6)
- G. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407).  
*Please note the recipient may need to examine certain per capita shares to determine whether the proceeds are covered by this provision, such as bingo and gambling proceeds. Although some gaming funds are called "per capita payments," the National Indian Gaming Commission's General Counsel and the Solicitor's office of the Department of the Interior confirmed that the proceeds of gaming operations regulated by the Commission are not funds that are held in trust*

*by the Secretary for the benefit of an Indian tribe, therefore, they do not qualify as per capita payments within the meaning of the Per Capita Distribution Act.*

Also, if a tribal member receives the Form 1099-Misc, Miscellaneous Income, from the tribe for reporting Indian gaming profits, this payment does not qualify for this provision. These gaming profits are income that must be included as annual income as defined by HUD's Section 8 Program, the Census, and the IRS. Further, the tribal member must report this miscellaneous income on the "other income" line of the Federal Income Tax 1040 Form;

- H. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu).
- I. Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g)
- J. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in Re Agent Orange Liability Litigation, M.D.L. No. 381 (E.D.N.Y.)
- K. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 25 U.S.C. 1721)
- L. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- M. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)
- N. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- O. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c))
- P. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2))
- Q. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC)
- R. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b))
- S. Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437A) by Section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289). This exclusion will apply when an IHBG recipient adopts the Section 8 definition of annual income.

- T. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291). This exclusion will apply for one year from the time that payment is received.
- U. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) comparable disaster assistance provided by states, local governments, and disaster assistance organizations shall not be considered as income or a resource when determining eligibility for or benefit levels under federally funded income assistance or resource-tested benefit programs (42 U.S.C. 5155(d))
- V. Any amounts that would be eligible for exclusion under Section 1613(a)(7) of the Social Security Act. This relates to certain amounts received from the United States that are attributable to underpayments of benefits due for one or more prior months under the Social Security Act.
- W. Any amounts received by any member of the family as disability compensation under Chapter 11 of Title 38, United States Code, or dependency and indemnity compensation under chapter 13 of such title. This relates to amounts received from the Department of Veterans Affairs by a family for service-related disabilities of a member of the family, and survivor benefits. (See PIH Notice 2011-15).
- X. Exclude any payments that are expressly excluded from annual income under NAHASDA exclusions.
- Y. Cobell Case settlements and other settlements as listed under ONAP Guidance 2013-05(R) are excluded as income.

**Section III-E – Annualized Income**

- A. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a predetermination at the end of the shorter period.
- B. NPHA requires income recertification each year. The paperwork is due at their annual inspection.

**Section III-F – Rent is Based on Adjusted Family Income**

- A. Adjusted Income – The term ‘adjusted income’ means the annual income that remains after excluding the following amounts:
  - 1. Youths, Students, and Persons with Disabilities - \$480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household)—
    - a. who is under 18 years of age; or
    - b. who is—
      - 1. 18 years of age or older; and
      - 2. a person with disabilities or a full-time student.
  - 2. Elderly and Disabled Families - \$400 for an elderly or disabled family.
  - 3. Medical and Attendant Expenses – The amount by which three percent 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 is only deductible where such care is necessary to enable a family member to be gainfully employed or to further their education.
  - a. Proof of this tenant expense must be provided to NPHA on an annual basis with receipts from the child care provider, and the NPHA Child Care Form filled out.
  - b. In the event NPHA doesn't receive all required documentation within two weeks of the end of the year, this deduction will stop.
  - c. It is a violation of the lease agreement to:
    - 1. Misrepresent child care expenses.
    - 2. Fail to report child care assistance that anyone on the composition receives and/or is reimbursed for.
    - 3. Fail to report a change in the tenant's child care costs.
- 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 – Educational and/or work-related travel expenses that are equal to or more than 60 miles per day, not to exceed \$25 per family per week. This deduction shall not apply to tenants who get paid based on the number of miles they travel.

**Section III-G – Security Deposit**

- A. The required security deposit of \$300 is due prior to occupancy, exceptions may be made for elderly or disabled compositions, but not to exceed three months from move-in.
- B. The security deposit will be deposited to an appropriate account and will not be used except when the tenant vacates the unit and leaves with unpaid charges.
- C. The security deposit will be returned to the tenant within 30 days when the tenant vacates the unit, if:
  - 1. There is no unpaid rent or other charges owed to NPHA by the tenant.
  - 2. The tenant has left a forwarding address.
  - 3. The move-out inspection shows that the unit is reasonably clean with no damages except those resulting from normal wear and tear.
- D. Within thirty days, NPHA will forward to the vacating tenant a written accounting of the charges of the security deposit, plus a check for the unused amount. All charges for damages and any other maintenance charges will be charged to the tenant's security deposit. If charges exceed the security deposit they will be billed to the tenant.
- E. Tenants who purchase their home through a homeownership program will not have the security deposit returned.

### Section III-H – Total Tenant Payment

- A. The total tenant payment shall be calculated based on total income minus all eligible deductions minus a utility allowance based on bedroom size and county. Credit will stop when the total rent amount reaches the minimum rent amount.
- B. Effective 1/1/2018, all new tenants entering NPHA’s low-rent and tax credit programs shall pay rent equivalent to 30% of their gross adjusted income, with no utility allowance. The minimum rent for these tenants shall be \$200.00. This does not include transferred tenants.
- C. Compositions where all adults are elderly and/or disabled shall pay rent equivalent to 20% of their income, with a rent ceiling cap of \$250.00 (tenants over HUD’s 80% income limits will still have their rent calculated at a higher rate). The minimum rent for these compositions is \$50.00. The minimum rent, 20% rate, and rent ceiling cap applies regardless of when they entered the program. The utility allowance will be completely removed on 1/1/2018 for these compositions.
- D. Effective 1/1/2018, the utility allowance used in the rental calculation will automatically be decreased by 50%. The remaining portion of the utility allowance will automatically be removed on 7/1/2018. Each tenant’s rent will automatically be re-calculated for both of these changes.
- E. Households with no income are required to work with an NPHA-designated counselor in order to obtain income.
- F. Non-low-income families can’t receive the same benefits provided to low-income families. Tenants who are over 80% of HUD income limits will pay rent that is calculated differently than tenants who are at or below 80% income, and is at least equal to:  
(Income of non-low-income family/income of family at 80% of median income) X (Rental payment of family at 80% of median income).
  - 1. No utility allowance shall be figured into this equation until after the above calculation has been completed (this is applicable only through June 30, 2018).
  - 2. The tenant’s rent shall not exceed HUD’s fair market rent.

### Section III-I – Utilities

- A. All utilities must be in the tenant’s name with the utility companies and will be the sole responsibility of the tenant to pay, with the exception of subpart C below.
- B. Tenant must ensure continuous service of utilities at all times, which includes: water/sewer, electricity, trash, and/or gas. Failure to maintain utilities is a violation of the lease agreement.
- C. Effective 1/1/2018, for compositions where there is at least one adult enrolled in a federally-recognized tribe and all adults are considered disabled and/or elderly, NPHA shall pay all water, sewer, electric, and gas billing up to \$300.00 per month.
  - 1. The billing for these utilities shall be placed in NPHA’s name on 1/1/2018.
  - 2. Any charges over \$300.00 for a month shall be charged to the tenant’s account and the tenant will be required to pay NPHA.

### Section III-J – Interim Re-determinations

- A. Rent will be adjusted (increased or decreased) when there is a change in family composition or an increase or decrease in a tenant family’s income.
- B. Tenants are required to report all changes in income and/or family composition to NPHA within 10 days of occurrence of such changes.



- C. Tenants will be notified in writing of any rent adjustments, and the notice will state the effective date of the adjustment. Tenants are required to sign and return the Notice of Rent Change to NPHA within 30 days of the effective date.
- D. For rent decreases resulting from interim re-determinations, the adjustment will become effective on the first day of the month following the report of a change in circumstances to NPHA. For rent decreases that only last a month, and as determined by NPHA, NPHA will prorate the rent for that month only, and then the normal rent will resume the following month.
- E. For rent increases resulting from interim re-determinations, the adjustment will become effective not less than 30 days following the report of a change in circumstances to NPHA.
- F. If NPHA determines that the tenant has willfully misrepresented or withheld the facts upon which the rent is based, any increase in rent will be retroactive to a date which NPHA determines appropriate. NPHA may utilize the willful misrepresentation as grounds for termination of the lease.
- G. All information provided by tenants during rent re-determinations will require written 3<sup>rd</sup> party verification.

#### **Section III-K – Mandatory Meetings**

- A. NPHA will hold meetings that are mandatory for all head of households to attend.

#### **Section IV – Background Check**

Tenants may be required to submit to a background check. Any findings of illegal activity, arrests and/or convictions will be handled in accordance with Section I-D & XV of the Admissions and Occupancy Handbook.

#### **Section V-A Omaha Tax Credit Units LIHTC NETC99-001**

Admissions and occupancy of any housing or apartment units which are financed in whole or in part with Low Income Housing Tax Credits (LIHTC) or any other funds, other than, or in conjunction with NAHASDA funds, shall be given by any and abide by all applicable laws pertaining to such funding and NPHA policies and procedures.

LIHTC NETC99-001 shall benefit families with incomes at 60% or below Douglas County median income determined by Nebraska Investment Finance Authority (NIFA). Rent shall not exceed 50% of the Douglas County limits as determined by NIFA.

#### **Section V-B Tax Credit Policies & Procedures**

NPHA on behalf of Northern Ponca Tribal Housing-Nebraska, LP. adopts all existing resident policy and procedures where applicable for rental housing units with the following exceptions and/or additions:

- A. Income re-certifications shall be completed by the annual anniversary of their move-in date.
- B. The re-certification process will commence 120 days before the annual renewal date.
- C. Income verification is valid for no more than 120 days.

#### **Section VI – Policy for Occupancy Standards**

##### **Section VI-A – Bedroom Accommodations Per Family Unit**

- A. The following standards will determine the number of bedrooms required to accommodate a family of a given size:

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

- B. In determining the number of bedrooms needed, NPHA will give consideration to sex, age, and health needs of family members.
- C. Applicants that would appear on a one-bedroom list will also be placed on the two-bedroom waiting list.
- D. NPHA reserves the right to move an applicant from their current bedroom size to a smaller or greater bedroom size.
- E. A request for a disability accommodation may be made in any form of communication. NPHA encourages the use of the NPHA Accommodation Request Form to facilitate these requests. NPHA may require clarification from a medical professional if the need for an accommodation isn't obvious.
  - 1. For tenants requesting a unit modification for a disability, the tenant shall assist NPHA in securing any available outside funding to pay for the request, if granted.
  - 2. A disability accommodation will be denied if one or more of the following is true:
    - a. There is no disability-related need for the accommodation.
    - b. The accommodation would impose an undue financial and/or administrative burden on NPHA and/or it would fundamentally alter the nature of NPHA's operations.
  - 3. If an accommodation request is denied, it is NPHA's hope that the tenant will enter into negotiations with NPHA to seek alternative accommodations that would effectively meet the disability-related need(s).

**Section VI – B – Tenant Improvement Plan**

- A. Tenants on a Tenant Improvement Plan (TIP) will be held to a specific timeframe for completion. The TIP is a comprehensive plan to help guide the tenant to compliance with the Ponca Tribe of Nebraska Law & Order Code, tenant's lease and NPHA rules & regulations. The final step for not completing the TIP will result in termination of NPHA Lease Agreement.
- B. A tenant can only have one TIP prior to termination of the NPHA Lease Agreement.
- C. Tenants on TIPs will not be eligible for transfers, and are considered to be on a probationary status.
- D. TIPs don't apply to delinquent accounts only.
- E. NPHA is under no obligation to offer tenant a TIP prior to issuing a Notice to Quit.

**Section VII – A – Policy for Lease Changes**

- A. If lease provisions must be changed:
  - 1. The existing lease may be canceled and a new lease executed.

2. An approved amendment that reflects policy changes may be added to the existing lease.
3. Title V, Section V.3.9 of The Ponca Tribe of Nebraska's Law & Order Code dictates this process.
4. In the event that the lease and this policy are conflicting, this policy will supersede.

### **Section VIII – Policy for Continuing Occupancy**

#### **Section VIII – A – Increase in Income**

A family occupying a rental-housing unit shall not be required to vacate the rental unit because gross adjusted family income has increased and exceeds the income limits for eligibility, provided the family qualified initially.

#### **Section VIII – B – Loss of Head of Household**

- A. If the head of the household dies, or is removed by circumstances outside of their control, his/her family may continue to participate in the program as if the qualifying member were still present if the BOC agrees to allow the composition to stay. In order for the remaining composition to appeal to the BOC, there must be at least one member who is registered with a federally-recognized tribe.
  1. If there are no registered Native American members on the composition at any time, with the exception of essential families per all applicable laws & regulations, the composition must vacate the premises within 30 days of the loss of the registered Native American member(s).
  2. The appeal to the BOC must be made within 30 days of the loss of the head of household.
    - a. If the remaining composition fails to appeal within 30 days of the original loss of head of household, the composition must vacate the premises immediately.
    - b. A background check shall be conducted on the remaining adults on the composition and the results shall be presented to the BOC at the time of appeal.
- B. When the remaining composition and/or a court-appointed guardian(s) appeals to the BOC, and the BOC agrees to allow the composition to stay, the following shall apply:
  1. A new lease must be signed by the new head of household.
  2. If there are court-appointed guardians for the household the family may occupy that unit.
  3. Rent payments will be based on the new income of the household.
  4. If the loss of the original qualifying member results in a change of unit designation (i.e. number of bedrooms), NPHA may offer the next available unit based upon NPHA priority listings in that district. If the resident declines the new unit, they must vacate the current unit.
- C. When the remaining composition and/or a court-appointed guardian(s) appeals to the BOC, and the BOC declines the appeal to remain in the unit, the entire composition shall have 14 days to vacate the premises.

## **Section IX – Policy for Move-In, Move-Out, & Inspection Requirements**

### **Section IX – A – Notice of Move-Out**

- A. Tenants who wish to move out of rental housing units are required to provide NPHA with 30 days written notice of their intent to vacate.

### **Section IX – B – Move-In Inspections**

- A. Move-in inspections: NPHA and the tenant will conduct a joint pre-occupancy inspection prior to move-in.
- B. Tenants must submit a written report within 10 days to NPHA of any damages missed during the move-in inspection.

### **Section IX – C – 3 & 6 Month Inspections**

- A. For all new and transferred tenants a 3-month and 6-month inspection is required. The results of these initial 3-month and 6-month inspections will determine if the tenant continues on probation or is moved to the annual inspection schedule. Additional inspections may be required.

### **Section IX – D – Annual Inspections**

- A. NPHA requires and conducts mandatory annual inspections of all rental units. Home visits will be conducted to re-orient the tenant on the lease, policies, and any issues from the annual inspection. Follow-up inspections may be necessary.
- B. NPHA shall provide notice of the inspection 30 days prior and a reminder of at least 48 hours prior to the start of the annual inspection. The head of household is required to be present for the inspection.
  1. Residents must give a **24-hour** notice of cancellation within NPHA working hours, and must speak to an actual person, no voicemails or e-mails will be allowed.
  2. After the first cancellation, NPHA will work with the tenant on a time and date for the inspection.
- C. A written notification of findings shall be sent to the tenant and shall state the results of the inspection.
- D. Tenant damage found during the annual inspection will be corrected by the Maintenance Department and will be charged back to the tenant.
- E. Failure to comply with inspection requirements or refusal to cooperate with NPHA staff conducting inspections may result in lease termination.

### **Section IX – E – Tenant Transfer Inspection**

When a tenant is approved for a transfer, a pre-transfer inspection will be completed on the unit the tenant is vacating. If a baseline Methamphetamine test has already been conducted, NPHA shall conduct a Methamphetamine test on the current unit before performing the transfer, if the unit comes back as contaminated, the tenant will be evicted.

### **Section IX – F – Move-Out Inspections**

NPHA staff will conduct a move-out inspection within 10 business days after move-out.

### **Section IX – G – Termination of the Lease**

- A. The vacating tenant will be required to file a forwarding address with NPHA.

- B. Any personal property left at the premises by tenant or any other person shall be dealt with as provided by the Ponca Tribe of Nebraska Law & Order Code.
- C. The vacated tenant shall be required to sign a waiver of liability in the event that personal belongings are left in the unit and the unit tests positive for Methamphetamine.

**Section X – A – Pet Rules of Occupancy**

Effective 4/1/13, pets will no longer be allowed in all NPHA rental units, the following rules apply to pre-existing pets as of this date. Once the current pets are no longer residing at the unit, pets will no longer be allowed.

In addition to the following rules, all tenants are required to comply with all neighborhood covenants, city, county and state pet ordinances.

Additionally, tenant accepts any and all pet liability. NPHA accepts no liability or fault for the actions of any of tenant’s pets, ever. It is the tenant’s sole responsibility to care for and maintain pets, tenants are required to maintain renter’s insurance that specifically covers pet liabilities, with NPHA listed as an additional insured.

**Section X – B – Definition of Common Household Pet**

A common household pet is defined as a domesticated animal kept in the home for pleasure.

- A. One pet per unit from the following list is allowed:
  1. **One cat** spayed or neutered tagged/licensed. The cat is to be considered a house-cat. Litter boxes are to be kept clean at all times. Sanitary methods shall be used to prevent or abate any offensive odors.
  2. One dog. The dog must be spayed or neutered, have shot records and be licensed. Vicious or intimidating breeds **ARE NOT ALLOWED**. Such breeds included, but are not limited to: American Staffordshire Terrier (Pit-Bull), Bullmastiff, Doberman Pinscher, German Shepherd, Chow, or Rottweiler or mixes of these breeds. It will be the tenant’s responsibility to prove the dog is not a mix of one of the disallowed breeds, subject to the exceptions provided in Section X-G. NPHA reserves the right to prohibit other breeds of dogs that are vicious or intimidating as solely determined by NPHA.
  3. Domestic Bird. Birds are to be caged. One cage is allowed. The cage shall be kept clean to eliminate odor.
  4. Fish in aquariums larger than 10 gallons but no larger than a 25-gallon tank. Aquariums are to be kept clean and sanitary to eliminate fungus and odor, and must not leak.
  5. All pets not referenced in 1-4 shall be considered exotic pets. Tenants must contain all exotic pets in one livable container not larger than 25 gallons. All containment of pets must meet standards for clean and humane treatment of animals.

**Section X – C – Commercial Purposes**

No tenant shall keep, raise, train, breed or maintain any pet for **commercial purposes**.

**Section X – D – Pet Visitation**

No pet shall be allowed at the premises other than tenant’s pet in conformity with this policy-no temporary or visitor pets.

**Section X – E – Pet Boarding**

**No** pet boarding will be allowed at the premises.

### **Section X – F – Vaccinations**

It is mandatory that the pet have all of its required vaccinations and licenses in accordance to the applicable service area's city laws and regulations. Copies of such vaccinations and licensing must be provided to NPHA annually.

### **Section X – G – Service Animals & Comfort Animals**

- A. A service animal is defined as "any animal that is individually trained to do work or perform tasks for the benefit of a person with a disability." A comfort animal is defined as "an animal that exists to provide emotional support & security for a disability." Service and comfort animals may be any breed, size or weight. A person with a disability uses a service or comfort animal as an auxiliary aid – similar to the use of a cane, crutches or wheelchair.
- B. Pet fees will not be charged for a service animal or comfort animal.
- C. Renter's insurance isn't required for service animals or comfort animals.
- D. If a request for a comfort and/or service animal has been made, and the need for granting such a request isn't obvious, a qualified medical professional will need to attest to the disability-related need for the accommodation.
- E. Service & comfort animals are required to be under the tenant's control. NPHA reserves the right to take appropriate action to remove from the premises or otherwise bring under control a service/comfort animal that creates a nuisance or threat to any person or destroys NPHA property. The animal must be restrained at all times while NPHA staff and/or a contractor is at the unit.

### **Section X – H – Pet Fee(s)**

- A. A non-refundable pet fee of \$200.00 must be prepaid toward any damages that may be caused by the pet while in the unit. The fee shall be required **before** pet is allowed in a unit. Payment arrangements will not be considered. If damage occurs in a unit, this pet fee is not transferable to other units, and must be paid again in the event of a transfer where damage occurred.
- B. Tenants will be fully responsible for any damages that are caused as a result of the pet on the premises. All charges for these repairs will be the responsibility of the resident.
- C. If the tenant moves out of the residence and damage to the unit is found to have been caused by the pet, any amount above the deposit will be charged to that resident for immediate payment e.g. carpet cleaning or replacement.

### **Section X – I – Requirements**

The tenant is responsible for ensuring the safety of any NPHA staff or agents. Pets such as dogs or cats must be secured for the safety of the NPHA staff member by securing the pet in a secured environment that will not present a danger to the safety and welfare of the NPHA employee.

### **Section X – J – Tenant Responsibility**

- A. **Animal Waste**  
No pet shall be allowed to defecate or urinate within any structures on the premises. No pet shall be allowed to cause unsanitary conditions or foul odors in or about the premises. No tenant shall allow their pet to relieve itself in the yard of any other tenant. It is the responsibility of the tenant to clean all areas that their animal may use.
- B. **Running at Large**  
It shall be a violation of these policies to permit a dog to run at large. "Run at large" shall be

construed to mean being off the premises of the tenant without physical restraint. It is unlawful for a dog owner to fail to keep the dog securely restrained or confined in an enclosure sufficient for the size of the dog.

- C. **Barking, Howling, Crying, or Yelping Dogs or Cats**  
It shall be a violation of these policies for any person to own, keep, or harbor any dog or cat which by loud, continual, or frequent barking, howling, crying, yelping, or other animal noise shall annoy or disturb any neighborhood, person or persons.
- D. **Destruction of Property of Others**  
It shall be a violation of these policies for any person to own, or allow their pet to be in any premises occupied by him or her or under his charge or control, any dog or cat that in any manner injures or destroys any real or personal property of any description belonging to another. Examples are: digging holes, urinating on air conditioner unit, chewing on siding, scratching doors, etc. The tenant is solely and fully responsible for any damages to the unit or other personal property (including injury to any individual) that is caused as a direct or indirect result of the pet.
- E. **Sanitation**  
Owners shall keep all pens, cages, rooms or enclosures utilized for keeping or harboring any animal in such a manner so as not to give off offensive odors or to breed or attract flies, fleas, lice or other insects.

#### **Section X – K – Pet Nuisance – Notice & Compliance**

- A. NPHA reserves the right that, at any time NPHA suspects there is a health or safety issue concerning the upkeep of the pet and the residence, or if the pet is being subject to abuse; to conduct a complete inspection of the residence to determine if the pet is to be removed from the unit or whether any violation of these policies is occurring or was committed.
- B. After any animal control or local authorities' complaint and/or incident report the animal must be permanently removed. If the tenant refuses to comply they will be considered in default of their lease. NPHA reserves the right, based on the severity of a complaint (including but not limited to attacking an individual), to remove the pet as solely determined by NPHA.
- C. NPHA reserves the right to report any pet it deems appropriate to animal control authorities, when NPHA believes a pet has been abandoned or left unattended by the tenant. The tenant will be responsible for all costs for removal of the pet.

#### **Section X – L – Non-Compliance with Pet Policies**

Non-compliance with any pet policy may result in loss of pet privileges. Tenants with any pet violations may be subject to termination of their lease. For every occurrence of an unapproved pet sighted on the premises, NPHA shall charge the tenant a \$200.00 pet fine for violating this policy. Evidence of pet damage to the premises will also result in this charge (bite marks, scratches, etc.).

#### **Section XI – A – Reporting Maintenance Needs**

- A. After occupancy, the tenant is required to report emergency repair needs to NPHA immediately and all others within 24 hours. Tenant shall immediately notify NPHA in the event that the premises are damaged. All maintenance requests must go through the maintenance administrative staff.
- B. Tenant shall notify NPHA whenever damage to the premises may cause further damage or deterioration to the dwelling unit or surrounding buildings or property.

## Section XI – B – Completion of Maintenance Work

- A. All maintenance work on rental units shall be completed by NPHA, or a designated contractor. Aside from preventative maintenance (Section XIV-B), tenants shall not conduct any other maintenance and repairs on the unit. Tenant shall not withhold consent to NPHA or its contractors to enter the unit for inspections, make necessary or requested repairs or improvements, except for emergency situations.
1. In the event that a tenant refuses to allow an NPHA employee and/or contractor access into the unit to perform necessary work, inspections, and/or measuring, the tenant shall be charged all applicable costs that NPHA incurred as a result of the denied visit.
- B. NPHA or its contractors shall make such entry during reasonable hours except that they shall have the right to enter tenant's dwelling at any time without prior notice when there is reasonable cause to believe that an emergency that threatens the unit or safety of the tenant exists. In the event that tenant and all adult members of tenant's family are absent from the premises at time of entry, NPHA shall notify tenant in writing, specifying the date, time and purpose of entry.
- C. All maintenance work will be completed on a priority basis:
1. First Priority: Emergency maintenance where the safety of the family or unit is threatened;
  2. Second Priority: Preventative maintenance and refurbishment of vacated units;
  3. Third priority: Non-emergency maintenance and repair needs reported by tenants;
  4. Fourth Priority: Courtesy services to tenants.
- D. Tenants will be notified regarding a plan of action for non-emergency maintenance work.
1. NPHA shall after inspection of the premises, equipment or appurtenances assigned to tenant; and at tenant's request, for maintenance or repair service provide to tenant:
    - a. Provide a copy of the inspection report identifying any damages for which tenant is liable to NPHA for maintenance or repair.
    - b. Provide a copy of all work orders necessitated by maintenance or repair.
- E. When maintenance is of a non-emergency nature, NPHA shall provide a two-day notice. NPHA or its contractor may enter the unit at the scheduled time if tenant is not present for the work to be completed. Tenants are allowed to cancel these maintenance appointments in the event of family emergency.
- F. Work orders are prepared for each maintenance job.
- G. NPHA provides 24 hour-a-day emergency services. These services may be requested only when there is a housing-related threat to the safety of the family or serious damage to the unit. The emergency pager number is (402)644-6977. The following could be considered an emergency:
1. No heat when below 50 degrees Fahrenheit after calling the gas company or checking the gas level in propane tank.
  2. Unsecure home – exterior doors that will not lock or have been broken into.
  3. Water running continuously with no way to shut it off (ex. broken water line where a shut off is not available).



4. No electricity in all of the units after checking the circuit breaker box (fuse box) and calling the electrical company, live electrical short.
  5. No hot water on weekends.
  6. Tree falls on unit.
  7. Gas leak – call the gas company
  8. Main electric line down – call electric company
  9. Main drain plugged – no lines will drain
  10. Fire damage call fire department – 911
- H. Lost keys: Tenants who are locked out of their home may contact NPHA to have the doors unlocked. If NPHA is unable to fulfill this request, tenant must contact a locksmith to open the door. All charges associated with lost keys will be tenant expense.
- I. All maintenance work, which is the result of normal wear and tear, shall be completed at NPHA expense. NPHA will provide the following routine and preventative maintenance services to all rental units twice each year:
1. Furnace and air conditioning unit cleaning and repair, twice each year;
  2. Inspection of toilets, faucets, traps, and other plumbing, twice each year;
  3. Check exterior condition of the unit – once each year;
  4. Application of pesticides.
- J. Unit damage due to “Acts of God” as defined by NPHA’s property insurance company and approved by NPHA will be the expense of NPHA.
- K. Tenants shall immediately contact the local police authorities upon discovery of vandalism and shall contact NPHA within 24 hours of the incident. For insurance purposes, the unit damage due to vandalism must be documented by a police report and submitted by the tenant to NPHA within 10 days. In the event the police don’t file a report, the tenant must inform NPHA of the log report number in the absence of a police report. NPHA may require the tenant to submit a written statement regarding what happened, if there is insufficient evidence to support the tenant’s claims of vandalism, then the tenant may be held liable for the charges.
- L. All maintenance work, which is the result of tenant abuse, neglect, or carelessness, will be completed by NPHA at tenant expense. Labor charges in addition to the set costs and materials will be billed to the tenant.
- M. Additional services may be requested by tenants that are beyond the scope of usual maintenance. Tenant charges for these services shall be based on actual NPHA cost and materials.
- N. Tenant charges for courtesy services shall be collected according to Section XII Rent & Collections Policy.

- O. NPHA Staff Safety – All members of the composition and guests are responsible for ensuring the safety of any NPHA staff to include NPHA maintenance technicians, contractors and inspectors making house calls.
- P. NPHA reserves the right to refuse service if a tenant or tenant’s guest is conducting themselves in a threatening and/or violent manner.

**Section XI – C – Move Out Inspection and Charges**

- A. Maintenance following tenant move out shall be completed as follows:
  - 1. During the move out inspection, a complete listing of unit deficiencies and damages will be prepared, indicating the charges to the tenant.
  - 2. Charges for move outs will be based on standard labor fees plus cost of materials.
  - 3. If NPHA obtains evidence that the tenant or tenant’s guests left Methamphetamine residue anywhere in the unit or the unit premises, all clean-up charges will be added to tenant’s account. For the purposes of this policy, NPHA utilizes Nebraska’s 0.1 µg/100 cm<sup>2</sup> standard for classifying anything that tests higher than that level as Methamphetamine contaminated.

**Section XII – Rent & Collections Policy**

**Section XII – A – Calculation of Rent or Monthly Payments**

NPHA’s income calculation is based on the HUD Section 8 Income Method.

**Section XII – B – Due Date for Rent, Monthly Payments, and Other Charges**

A \$25.00 late fee will be charged to all delinquent accounts where rent is not in NPHA’s Norfolk office by the 10<sup>th</sup> day of each month, with the exception of those accounts that have payroll deduction or direct withdrawal.

Charges are due and payable as follows:

- A. Rent is due the first day of each month.
- B. Maintenance charges are due 30 days from being charged to the tenant’s account.
- C. The following charges are due at the time they’re charged to the tenant’s account:
  - 1. Late Fees
  - 2. Non-Sufficient Funds Fees (NSF)
  - 3. Utility payments made on the tenant’s behalf.
  - 4. Any other charges not listed in this section.

**Section XII – C – Manner of Payment**

Rents and monthly payments may be paid between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday at the Norfolk NPHA office. A drop box is available at the Norfolk NPHA office for 24-hour convenience. Payments may be delivered in person or may be mailed to NPHA at the following address:

Northern Ponca Housing Authority  
 1501 W. Michigan Avenue  
 Norfolk, NE 68701

Payments may be made by check, or money order, NPHA will not accept cash. Maintenance Technicians are not allowed to accept payments. Tenants shall be issued computer-printed receipts for payments received by NPHA.

**Section XII – D – Payment Agreements**

Payment agreements offer a plan for a tenant with arrears to pay off the balance on a set schedule. Payment agreements are binding and must be honored by the tenant. Action may be taken to terminate the lease of the tenant when payment agreements are not honored.

### **Section XII – E – Automatic Payments and Payments in Advance**

- A. Advanced Payments: NPHA tenants who wish to pay their rent in advance may do so, no refunds will be issued.
- B. Incentive for Automatic Payments: Payment of monthly rent through the use of voluntary automatic payroll deduction or electronic checking withdrawal will earn a 10% reduction of the monthly rental payment based on the following:
  - 1. Payroll Deduction: Upon receipt of notice from the employer that the resident of an NPHA housing unit has set up (through his/her employer) automatic payroll deduction for the purpose of payment of rent and that the employer has agreed to withhold the amount specified by the employee (resident) and forward it directly to NPHA for the payment of monthly rent.
  - 2. Electronic Checking Account Withdrawal: Upon NPHA's receipt of notice from the resident that he/she has agreed to electronic checking account withdrawal for the purpose of payment of monthly rent the resident shall receive a 10% discount on the amount of his/her monthly rental payment.
- C. Failure to Make Payment: If at any time his/her payment of the amount is not made to NPHA this agreement will be terminated immediately and the resident shall be responsible for the entire amount of the monthly rent (no 10% discount will be allowed).
- D. Tenants who want to cancel a direct deposit withdrawal must notify NPHA A&O staff at least two business days prior to the withdrawal date. If there is a banking holiday within two business days prior to the withdrawal date, the notice must be given prior to the banking holiday and two business days out. The tenant must speak directly to these staff, no e-mails or voicemails will be sufficient. Days where NPHA offices are closed won't count as a business day for the purposes of this policy.

### **Section XII – F – Non-Sufficient Funds Policy**

It shall be the policy of NPHA to accept personal checks from residents to pay their monthly rent payment. If the check or electronic checking account withdrawal accepted by NPHA is returned due to non-sufficient funds, NPHA will only accept money orders/cashier's checks for a probationary period of 6 months. After the 6-month period ends the tenant may resume sending checks or setup an electronic checking account withdrawal for their rental payment.

- A. The following charges will be applied to the tenant's account following the non-sufficient funds.
  - 1. Late fee of \$25.00, if after the 10<sup>th</sup> of the month
  - 2. Returned check charge of \$25.00

### **Section XII – G – Notice to Quit**

- A. When a tenant or homebuyer is in breach of the lease, for any reason, NPHA shall send a notice consistent with the process stated in Chapter 5, Section 5-5-3 of the Northern Ponca Landlord/Tenant and Housing Code and the Lease Agreement.
- B. The administrative and court procedures for resolving a Notice to Quit are found at Title V, Chapter 5 of the Ponca Tribe of Nebraska Law & Order Code.

### **Section XIII – Policy for Appeals**

#### **Section XIII – A – Informal Settlement of Appeal**

The appeal and hearing procedures for an appeal to the Notice to Quit are found at Title V, Sections V.5 & V.6 of the Ponca Tribe of Nebraska Law & Order Code.

### **Section XIII – B – Grievances Against NPHA Staff**

Grievances against staff must be filed with the NPHA Executive Director. Grievances against the NPHA Executive Director must be filed with the NPHA Board of Commissioners.

### **Section XIV – Tenant Rules of Occupancy**

#### **Section XIV – A – Household Rules**

- A. The tenant, members of his/her household or any of their allowed guests, violating anything in the A&O Handbook, their lease, and/or the Ponca Tribe of Nebraska Law & Order Code are subject to termination of their lease and eviction.
  
- B. The tenant will not create any disturbances, which would cause annoyance or discomfort to other tenants or to the community. Tenants will exercise extreme care not to disturb other residents with excessive noise, doing so may subject the tenant to cancellation of their lease. Examples of these disturbances may include, but aren't limited to:
  1. Stereo/radio equipment
  2. Barking dogs and other animal noises
  3. Fire and burglar alarm systems
  4. Televisions
  5. Musical instruments/equipment
  6. Loud parties/gatherings
  7. Discharging firearms
  8. Fighting
  9. Public drunkenness
  10. Using profanity or vulgar language
  
- C. Visitors who stay longer than 10 days are to be immediately reported to NPHA. The following rules apply to visits:
  1. Visitors remaining beyond 30 days must be approved by NPHA's BOC. If approved, the head of household will need to modify their family composition and re-certify their income or be guilty of breach of lease. These visitors who are 18 years of age or older are subject to a criminal background check prior to BOC approval/declination.
  
  2. Foster and adopted children additions must have orders from a court of jurisdiction stating the child is to be placed in the household in order for NPHA to add the child to the composition.
    - a. The length of time that the child(ren) are allowed to stay with the family will be based on how long the court order allows them to stay (I.E. 6 months, permanent, etc.).
  
    - b. Court orders from other courts will require NPHA BOC approval before being added.
  
    - c. NPHA tenants must first speak with the A&O Department before beginning any proceedings to add a foster child and/or adopt.
  
- D. Tenants may not sublease units, take in boarders or use the house or grounds as a place of business unless otherwise approved by NPHA.
  
- E. Tenant agrees to notify NPHA if they are absent from the premises in excess of 7 days.

## **Section XIV – B – NPHA Housekeeping Policy**

The purpose of NPHA’s Housekeeping Policy is to provide guidelines for the tenant’s responsibility to maintain a safe, clean and sanitary unit and premises; and to make the unit attractive for people, not pests. Tenants shall not neglect or damage assigned dwelling units beyond normal wear and tear.

### **A. General**

1. Walls: Shall be clean and free of dirt, nicotine, grease, holes, cobwebs, and fingerprints. Tenants shall not paint and/or install wallpaper.
2. Floors: Shall be clean, clear, dry and free of hazards.
3. Ceilings: Shall be clean, free of cobwebs, nicotine and holes.
4. Windows: Shall be kept clean, blinds and curtains must be intact. Sheets and blankets are prohibited.
5. Doors: Must be clean and free of holes, doorstops must be intact. All locks must work and tenants are prohibited from changing/installing locks and doorknobs of any kind.
6. Woodwork: Shall be clean, free of dust, gouges or scratches.
7. Light fixtures: Must be free of any dust build-up and nicotine, light covers are to be in place and not broken. All light sockets must have a functioning light bulb at all times.
8. Appliances:
  - a. Furnace and water heater must be accessible (no locks or clutter), dusted and not used for storage.
  - b. Furnace filters shall be replaced once per month.
  - c. Plumbing, electrical or gas-burning appliances will not be used for any other purposes than those for which they are intended. Appliances will not be adjusted or modified by the tenant. Any faulty appliances must be reported to NPHA immediately.
  - d. All electrical panels and water shut-off valves must be accessible.
  - e. All appliances must be clean and dusted.
9. Trash: All litter and rubbish shall be disposed of in plastic bags and placed in a suitable receptacle with the lid closed at all times, burning is not allowed.
10. Exhaust fans must be free of grease, dirt, and dust.
11. To be in compliance with all applicable housing codes, including not having sleeping quarters in rooms where there is no smoke detector and emergency exit.
12. Smoke detector batteries are to be tested monthly and replaced as needed, disabling smoke detectors is prohibited.
13. All crumbs and food/drink residue must be cleaned up immediately.
14. No electrical and/or cable cords are allowed to run loosely across floors, tenants are to take necessary precautions so as to not overload an outlet.
15. Any interference which prohibits free movement within the unit including the garage (unable to walk through the unit without tripping or bumping into items) is prohibited. All entryways and doors must be accessible. Any areas NPHA needs access to in order to perform maintenance must also be accessible and clean.
16. Tenants must carry renter’s insurance with liability coverage for any object or activity that would be construed as an attractive nuisance, such as playground equipment and trampolines. NPHA must be listed as an additional insured on this policy. NPHA accepts no fault or liability for such attractions.
17. Swimming pools deeper than 12” in depth are prohibited.

### **B. Kitchen**

1. Stove:
  - a. Shall be clean and free of food and grease to prevent fire, all burners must work.
  - b. Range hood filter to be replaced every 90 days.
  - c. Must be pulled out and swept and wiped down twice a year.
2. Refrigerator:

- a. Must be clean and free of sticky substances.
    - b. Rotten food must be disposed of immediately.
    - c. Must be pulled out and swept and wiped down twice a year.
  - 3. Cabinets:
    - a. Cabinet surfaces and countertops shall be free of grease and spilled food.
    - b. Cabinets must not be overloaded and storage under sink is limited to small or lightweight items to permit access for inspection and/or repairs.
  - 4. Sink:
    - a. Shall be free of grease and garbage.
    - b. Dirty dishes should be washed and put away daily.
  - 5. Food storage areas: Are to be neat and clean without spilled food.
- C. Bathrooms
- 1. Toilet and tank: must be clean and odor-free.
  - 2. Tub and shower: Shall be clean and free of mildew and mold.
  - 3. Sink, countertop, and cabinetry: Shall be kept clean and free of dust.
- D. Outside the Unit
- 1. Yards/Grassy Areas:
    - a. Must be free of debris, trash, and indoor furniture.
    - b. Installation of satellite/cable equipment must have prior approval and coordination from NPHA's Maintenance Department. Such equipment shall not be located on the roof or any part of the unit, and must be on a pole in the yard. Wiring outside of the home cannot be exposed. Non-approved installations will be considered tenant damage.
    - c. Tenant shall maintain lawn to be no higher than 5 inches, or a height in compliance with neighborhood covenants and city ordinances, whichever is shorter.
      - 1. After the second offense is noted, NPHA will contract a third party to mow the lawn for the remainder of the year at the tenant's expense.
      - 2. If a tenant has a history of issues with lawn/landscape maintenance, NPHA reserves the right to resolve these issues at the tenant's expense after the first offense is noted each year, for the remainder of the year.
    - d. No weeds or grass (excluding decorative prairie grasses) are allowed in landscaping.
    - e. Egress windows must be kept free of weeds, grass, debris, and rubbish at all times.
    - f. All bushes shall be kept trimmed so that the branches do not touch anything else (the unit, fencing, etc.).
    - g. All involuntary trees must be removed immediately.
  - 2. Exterior Walls: must be free of graffiti.
  - 3. Porches/Patios:
    - a. Shall be neat and tidy at all times.
    - b. Storage items such as lawnmowers, garden tools, etc. are allowed only in the shed and garage.
  - 4. Furniture: Only outdoor furniture is allowed.
  - 5. Steps, Sidewalks, and Driveways:
    - a. Are to be clean, weeds are to be removed immediately.
    - b. Snow and ice shall be removed in accordance with applicable city ordinance or within 24 hours of the last snowfall or ice formation, whichever is shortest.
    - c. If the head of household is considered elderly or disabled NPHA will provide

lawn care/snow removal. However, if there is an individual within their family composition who is capable of performing lawn care/snow removal, the tenant will be obligated to perform these responsibilities, as solely determined by NPHA.

6. Motor Vehicles:
  - a. Shall only be parked in designated concrete parking areas. Tenants are liable for damages caused by parking on the lawn and/or landscaping.
  - b. Must be removed from the premises if in inoperative condition or without current license plates for 30 days.
    1. The cost of having these vehicles removed shall be charged to the tenant's account.
  - c. Changing of oil and other vehicle maintenance is permitted, but all materials must be properly disposed without damage to the premises.
  - d. Gasoline, motor oil, solvents, etc. must be stored in proper containers and stored in the garage and/or shed.

E. Integrated Pest Management (IPM)

NPHA recognizes the psychological, personal property, structural, and physiological damages caused by pests; including the trigger and cause of allergies and asthma. As a result, NPHA has adopted an Integrated Pest Management Program which is designed to partner with tenants to eradicate current pests and prevent future pests from entering the tenant's home.

1. NPHA's Role
  - a. NPHA shall provide the following services:
    1. Provide sticky traps as needed.
    2. Seal any unintended entrances to the unit that a pest may enter through (cracks, holes, etc.).
2. Tenant's Role
  - a. Clean-up any crumbs or spills.
  - b. Keep trash covered.
  - c. Report any holes and cracks larger than a pencil eraser to NPHA.
  - d. Abstain from purchasing used bedding and furniture, unless thoroughly inspected for bedbugs.
  - e. Wash dishes the same day they're dirtied and put them away.
  - f. Report to NPHA anything observed in the sticky traps.
  - g. Keep all areas of the unit neat and tidy.

**Section XIV – C – Firearms Rules**

- A. Upon approval and acceptance of an NPHA unit, it will be the new tenant's responsibility to inform NPHA of all firearms they possess before move-in. Additionally, all newly acquired firearms shall be reported to NPHA within 48 hours.
- B. Precautions shall be in place as to the storage of each firearm. While living in the unit, all firearms need to be locked up in a storage container such as a fire safe or gun cabinet for the safety of the tenant and NPHA staff. A door to a room or closet shall not constitute such a container.
- C. With the exception of self-defense, at no time will a tenant discharge a firearm on or within 100 yards of the premises of NPHA properties. This will be grounds for termination of lease.
- D. All firearms need to be registered with NPHA, and a copy of the registration form must be provided to NPHA to keep in the tenant's file. Failure to register firearms with NPHA could constitute grounds for eviction.

- E. It is unlawful to possess firearms of any kind on all public property, buildings and vehicles of the Ponca Tribe of Nebraska pursuant to Title 1, Chapter 9 of the Ponca Tribe of Nebraska Law and Order Code.

#### **Section XIV – D – No Smoking Policy**

##### **Purpose of No-Smoking Policy:**

- A. The Northern Ponca Housing Authority wants to mitigate;
  - 1. The irritation and known health effects of secondhand smoke;
  - 2. The increased maintenance, cleaning, and redecorating costs from smoking;
  - 3. The increased risk of fire from smoking; and
  - 4. The higher costs of fire insurance for a non-smoke free building.
- B. Definition of Smoking.

The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form, this includes the use of electronic cigarettes. No remnants of smoking are allowed within the unit, including the garage and any sheds on the premises. These remnants include, but are not limited to butts, ash, etc.
- C. Smoke-Free Building.

Tenant agrees and acknowledges that the premises to be occupied by tenant and members of tenant’s household have been designated as a smoke-free living environment. Tenant and members of tenant’s household shall not smoke anywhere in the unit rented by tenant, or the building where the tenant’s dwelling is located (including any garage or shed on the premises), nor shall tenant permit any guests or visitors under the control of tenant to do so.
- D. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.

Tenant shall inform tenant’s guests of the no-smoking policy. Further, tenant shall promptly give NPHA a written statement of any incident where tobacco smoke is migrating into the tenant’s unit from sources outside of the tenant’s unit.
- E. NPHA to Promote No-Smoking Policy.

NPHA shall post no-smoking signs.
- F. NPHA Not a Guarantor of Smoke-Free Environment.

Tenant acknowledges that NPHA’s adoption of a smoke-free living environment, does not make NPHA a guarantor of tenant’s health or of the smoke-free condition of the tenant’s unit. However, NPHA shall take responsible steps to enforce the smoke-free terms of its leases and to make the unit smoke-free. NPHA is not required to take steps in response to smoking unless NPHA knows of said smoking or has been given written notice of said smoking.
- G. Effect of Breach and Right to Terminate Lease.

A breach of this policy shall give each party all the rights contained herein, as well as the rights in the lease. A material breach of this policy shall be a material breach of the lease and grounds for immediate termination of the lease by NPHA.
- H. Disclaimer by NPHA.

Tenant acknowledges the Northern Ponca Housing Authority’s adoption of a smoke-free living environment, and the efforts to designate the units as smoke-free does not in any way change the standard of care that NPHA has to a tenant household to render units and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. NPHA cannot and does not warranty or promise that the rental premises will be free from second hand smoke. Tenant acknowledges that NPHA



ability to police, monitor, or enforce the agreements of this policy is dependent in significant part on voluntary compliance by tenant and tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoking are put on notice that NPHA does not assume any higher duty of care to enforce this policy than any other landlord obligation under the lease.

## **Section XV – Zero Tolerance for Criminal Activity & Drugs**

### Section XV – A – Criminal Activity

- A. Tenants, or any other member of the tenant's household or guest, shall **NOT** engage in criminal activity, including drug-related criminal activity. For the purposes of this section "drug related criminal activity" is defined by 25 U.S.C. § 4103(3).
- B. NPHA may terminate the lease of a tenant or reject an NPHA Waiting List applicant for any activity, engaged in by the tenant or any member of the household, or any guest that:
  1. Threatens the health or safety of, or right to peaceful enjoyment of the premises by other tenants or employee of the owner or manager of the housing.
  2. Threatens the health or safety of, or right to peaceful enjoyment of their premises by persons residing in the immediate vicinity of the premises. This includes threats and acts of violence.
  3. Constitutes criminal activity (including drug-related criminal activity).
- C. General Policies for Existing Tenants with Conviction Records
  1. If an existing tenant in housing sustains a conviction, NPHA shall examine:
    - a. Whether the existing resident's offense bears a relationship to the safety and security of the other residents;
    - b. The level of violence, if any, of the offense for which existing resident was convicted;
    - c. Any prior convictions that appear on the existing resident's criminal history;
    - d. Any rehabilitation efforts that the existing resident has undertaken.
  2. If the NPHA determination results in a decision to evict the household, NPHA shall create a written record of its analysis of why, on balance, the need of the existing household for stability is outweighed by the other concerns of NPHA.

### Section XV – B Drug Use

- A. Tenants and/or guests are **NOT** allowed to use or possess illegal drugs or drug paraphernalia.
- B. Tenants found to be using or possessing illegal drugs or paraphernalia, within NPHA managed dwelling units or on the grounds of NPHA managed units are subject to **IMMEDIATE** termination-of their lease and will be evicted.
- C. It is **NOT** the policy of NPHA to wait for criminal convictions related to drug use/possession before termination/eviction actions start. "**Reasonable proof**" that illegal drugs/drug paraphernalia were found in the dwelling unit or on the property is sufficient to move forward with **IMMEDIATE** termination of the lease and eviction proceedings will begin. For the purposes of this policy, **reasonable proof** can be established when one or more for the following can be established.
  1. A NPHA staff member witnesses or see illegal drugs/drug paraphernalia.

2. A law enforcement agency enters a dwelling unit, because:
    - a. They received an anonymous tip about drugs being in the unit and proof of that fact was later borne out by a police search.
    - b. A referral from NPHA staff to law enforcement agency that they observed drugs in a unit and proof of that was later borne out by the police search.
    - c. Law enforcement agencies have had an on-going surveillance operation and confirmed that the unit was being used for illegal drug activity (i.e., buying, selling, and use), and a search warrant was executed and the unit was searched by police.
  3. A law enforcement agency or a company of NPHA's choice can conduct a "field test" on the suspected drugs at the dwelling unit, per "reasonable proof" and if it has been determined that drugs were present in the unit, this will be grounds for immediate termination of NPHA Lease.
  4. A search of the dwelling unit by a law enforcement agency revealed that "drugs" or "drug paraphernalia" were discovered in the unit and that such "drugs" or "drug paraphernalia" were removed as evidence.
  5. A law enforcement agency has provided NPHA with copies of all incident report/arrest records/drug test results that implicate a NPHA tenant/applicant/unit.
  6. NPHA has conducted a field test on the unit that has already had a baseline test conducted, and the test results reflect illegal drug usage.
- D. All needles must be properly stored & disposed of so as to not pose a threat to individuals in the unit, including NPHA staff and agents.
  - E. NPHA shall conduct baseline Methamphetamine testing on all units as they become vacant, utilizing Nebraska's 0.1 µg/100 cm<sup>2</sup> standard for classifying anything that tests higher than that level as contaminated.

#### **Section XV – C – Reporting Problems**

- A. Tenants, who want to report a noise complaint or pass on knowledge of something illegal in nature, should *first* contact the local police department. After the proper law enforcement agencies have been notified, tenants must contact NPHA.
- B. It is the hope of NPHA that tenants will get along with one another. However, when a problem arises between neighbors, NPHA encourages tenants to first discuss the matter with their neighbor(s) in an attempt to resolve the issue.
- C. Tenants who are unsuccessful in resolving problems should feel free to turn in a formal complaint to NPHA. Such complaints must be in writing and signed & dated.

#### **Section XVI – A – Transfer Policy**

- A. The priority of transfers shall be ranked, in order of tier award, with 1 being highest priority, and 7 as the least. NPHA reserves the right to transfer a composition from their current unit to a different unit in order to perform a transfer for tiers 1-5. This ranking shall be as solely determined by NPHA, and as the units are available, as follows:
  1. Transfer to a vacant unit eligible for the Tenant Homeownership Program (THOP).

- a. Tenant must sign the THOP Client Action Plan at the same time of signing the new lease.
2. Tenant has a physical need that can't be met in the current unit (I.E. unable to walk up or down stairs).
3. If an overcrowding situation exists per A&O Handbook Section VI – A – Bedroom Accommodations Per Family Unit, the tenant shall be transferred to a unit with the appropriate number of bedrooms.
4. If the unit is under-utilized (I.E. one person to a three-bedroom unit) per A&O Handbook Section VI – A – Bedroom Accommodations Per Family Unit, the tenant shall be transferred to a unit with an appropriate number of bedrooms.
5. Merit-based: Tenants who have a record of excellent tenancy are eligible to transfer to a vacant unit that they agree to and that NPHA has approved for such a transfer; provided the following is met for five consecutive years prior to the date of transfer (must also have had this qualification prior to applying for the transfer):
  - a. No late fees
  - b. Has passed all inspections
  - c. No policy violations that were the tenant's fault.
    1. In the event that any combination of the above three criterion are violated, the five-year qualification will start over and tenant won't be eligible for this tier of transfer eligibility until the next five years is satisfactorily completed free of violation.
    2. In the event that the tenant declines a unit under this tier of preference, tenant's place on the transfer list won't be reduced, but NPHA shall move on to the next tenant on the transfer list based on their tier of eligibility.
6. The sixth tier is reserved for new applicants on NPHA's waiting list.
7. The seventh tier is for current tenants who desire to transfer due to a change in lifestyle (I.E. wanting to live in a larger/smaller city, attending school elsewhere), this tier is formerly known as a "voluntary transfer."

#### **Section XVI – B – General Rules for Transfers**

- A. Tenants are placed on the transfer waiting list based on the date NPHA receives the Transfer Request Form.
- B. The original deposit is transferable, but tenant is still responsible for all damages and charges from the previous unit. If an adequate deposit isn't on the new unit's account after transfer, all of tenant's payments will be applied to the security deposit balance until it is paid in full.
- C. NPHA will not grant a transfer request solely to accommodate neighbors who "cannot get along."
- D. Tier 2, 3, 4 transfers are mandatory, but only apply to transfers to a unit within the same county. For these transfers only, NPHA shall pay for all reasonable costs associated with the transfer if tenant requests NPHA to do so. If the tenant refuses to transfer within 45 days of NPHA's notice of transfer, the tenant's lease shall be cancelled.
- E. NPHA reserves the right to not perform a transfer if the tenant is out of compliance with any of NPHA's policies and/or procedures, including the lease agreement.

#### **Section XVI – C – Transfer List**

- A. A transfer list of all transfers shall be maintained by the Admissions and Occupancy Department.
- B. Notification of eligibility or ineligibility will be sent to the tenant within 30 days of receipt of the transfer request.

- C. The transfer list is divided by county and bedroom size, according to the date NPHA receives the completed Transfer Request Form and prioritized based on the tier system listed in Section XVI – A.

#### **Section XVI – D – Compliance**

- A. A new lease will be executed for all transfers. All original leases will be kept in the tenant’s master file folder.
- B. NPHA is under no obligation to change out or provide appliances or appurtenances that were available in the unit from which the tenant is transferring from (i.e. dishwashers, microwaves, garages, shed). Nor will NPHA be obligated to remove any appliance or appurtenance from a unit in which tenant is transferring in to.

#### **Section XVI – E – Temporary Relocation**

- A. If a temporary relocation is necessary due to lead based paint abatement, unit rehabilitation, eminent domain, or natural disaster the following will apply:
  - 1. Unit size will be based on availability.
  - 2. Tenant will not be subject to changes in rental charges, utility charges, and security deposit.

#### **Section XVII – Incident Reporting Policy**

- A. Purpose of Incident Reporting Policy:  
The Northern Ponca Housing Authority’s intention with incident reporting is to provide tenants with a clean, safe, healthy housing environment; NPHA will address the following:
  - 1. Improper conduct;
  - 2. Safety concerns;
  - 3. Policy violations;
  - 4. Neglected, abused and drug-endangered children and/or vulnerable adults;
  - 5. Keeping units up to code;
  - 6. Keeping units safe and sanitary.
- B. Definition of Mandatory Reporting:  
The term “mandated reporters” are professionals who, in the ordinary course of their work and because they have regular contact with children, disabled persons, senior citizens, or other identified vulnerable populations, are required to report (or cause a report to be made) whenever financial, physical, sexual or other types of abuse and endangerment have been observed or are suspected, or when there is evidence of neglect. NPHA employees will contact Adult Protective Services and/or Child Protective Services when such communication is necessary.
- C. Incident Reporting  
Mandated reporters are required to file an incident report whenever there is reasonable cause to suspect or believe any tenant of NPHA is violating NPHA policy or endangering the well-being of a child or any other person within the household.
- D. NPHA requires that all tenant policies be adhered to with the utmost integrity of a tenant/ landlord relationship.
- E. NPHA promotes safe, healthy homes with the tenant’s cooperation.
- F. Tenant acknowledges that NPHA’s adoption of an incident reporting policy is mandatory to carry

out the safety commitment it has to NPHA's tenants. However, NPHA shall take responsible steps to enforce the mandatory reporting policy, terms of its leases and to make the unit as healthy and safe as possible.

- G. Effect of Breach and Right to Terminate Lease.  
A breach of this policy shall give each party all the rights contained herein, as well as the rights in the lease. A material breach of this policy shall be a material breach of the lease and grounds for immediate termination of the lease by NPHA.
- H. Disclaimer by NPHA.  
Tenant acknowledges the Northern Ponca Housing Authority's adoption of an incident reporting policy, and does not in any way change the standard of care that NPHA has to a tenant household to render units and premises designated a mandatory reporting area.
- I. All tenants and their allowed guests agree that NPHA staff and/or designees are free to photograph and/or videotape the unit and its premises whenever the need arises. Interfering with this shall be considered a violation of the lease agreement.

#### DEFINITIONS:

APPEAL: Any dispute, which a tenant may have with respect to an NPHA action or failure to act in accordance with the individual tenant's lease, or NPHA regulation, which adversely affects the individual rights, duties, welfare or status.

ADULT: Any person 18 years of age or older.

BUILDING and HOUSING CODES: Any law, ordinance or Ponca Tribe of Nebraska governmental regulation concerning the fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit, that is erected on any property over which the Ponca Tribe of Nebraska maintains and exerts jurisdiction.

CFR: The Code of Federal Regulations.

DEPOSIT: Any money or other property required by a landlord from a tenant for security which is to be returned to the tenant upon termination, pending no outstanding charges.

DISABLED OR HANDICAPPED: A person who has a medically certified handicap or disability based on 24 CFR Part 100.10.

DWELLING UNIT: A structure, or that part of a structure, which is used as a home, residence or sleeping place by one or more persons.

ELDER FAMILY: A family whose head or sole member is a person who is 62 years of age or older and the sole provider. It may include two or more elderly persons living together or one or more such persons living with the elder who is determined to be essential to their care or well-being.

ELIGIBLE: A primary threshold wherein a family, single person, elder family or near elder family, who meets the eligibility criterion as set forth by NPHA is placed on the waiting list. Eligibility does not guarantee a unit.

FAMILY UNITS: Parent(s) & child(ren); married/cohabitating couple; one single person; and/or foster/step child(ren), grandparents and grandchildren.

FULL-TIME STUDENT: A student enrolled in 12 or more credit hours, in an institution of higher learning.

HEAD OF HOUSEHOLD: The qualifying member for NPHA housing.

HOMELESS: An individual who does not have a fixed, regular and adequate home.

LANDLORD: The owner, leaser or sub-leaser of the dwelling unit or the building of which it is a part, and it also means a manager of the premises.

LEASE: A written agreement, as well as valid rules and regulations, regarding the tenants and conditions of the use and occupancy of real property, dwelling unit, building, or premises.

LESSEE: A tenant of a dwelling unit, user and/or occupier of real property.

LEESOR: The legal, beneficial, or equitable owner of property under a lease. Lesser may also include the heir(s), successor(s), executor(s), administrator(s), or assign(s) of the lesser.

NAHASDA: Native American Housing Assistance and Self Determination Act.

NATIVE AMERICAN: Any person who is an enrolled member of a federally recognized tribe.

NATIVE AMERICAN HOUSING: Any housing within the jurisdiction of the Northern Ponca Housing Authority that is obtained under any type of federal housing program through the Department of Housing and Urban Development and is classified as a Native American housing program, and is under the management of NPHA.

NEAR ELDER: A family whose head of household or sole member is a person who is 55 years of age. It may include two or more near elders persons living together, or one or more persons living with the near elder person who is determined to be essential to their care or well-being.

NORTHERN PONCA HOUSING AUTHORITY or "NPHA": The Northern Ponca Housing Authority, the tribally designated housing entity of the Ponca Tribe of Nebraska.

NUCLEUS FAMILY: A father, mother & children; a mother and children; a father and children; grandfather and grandchildren.

ORGANIZATION: Includes a corporation or any governmental subdivision, any agency, business trust, estate, trust, common interest and any other legal or commercial entity.

PAYMENT AGREEMENT: An agreement entered into by NPHA and a tenant for payment of rent or charges which the family has not paid when due.

PET FEE: A non-refundable fee for housing a pet.

PREMISES: A dwelling unit and the structure, of which it is a part, the facilities and appurtenances therein, and the grounds, areas and facilities.

RENT: The amount that a tenant pays each month for a rental unit under NPHA.

RENTAL AGREEMENT: All agreements, valid rules and regulations adopted under these policies, which establish, embody or modify dwelling unit and premises.

**ROOMER or BOARDER:** A tenant occupying a dwelling unit which lacks at least one major bedroom or kitchen facility, such as a toilet, refrigerator or stove, in a building:

- a. Where one or more of such major facilities are supplied of the roomer or boarder's dwelling unit and one or more other dwelling units; and
- b. In which the landlord resides.

**SINGLE PERSON:** A person who lives alone.

**TENANT:** Any person entitled under a rental agreement to occupy a dwelling unit from NPHA on a month to month basis.

**TRIBE:** The Ponca Tribe of Nebraska.

**TRIBAL COURT:** The Ponca Tribe of Nebraska Tribal Court.

**VERIFICATION:** Written confirmation by a 3<sup>rd</sup> party of earned or unearned income, landlord history, credit history, and criminal history. Other verifications may be required to determine qualification, as needed by NPHA.

**YOUTH:** A person up to the age of 18.

IN WITNESS WHEREOF, the parties have executed this lease amendment the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(Community) (County) (State)

\_\_\_\_\_  
Head of Household Signature (Date)

\_\_\_\_\_  
NPHA Staff Member Signature (Date)  
(Move-In Administrator)

By: \_\_\_\_\_  
Executive Director Northern Ponca Housing Authority Signature