



# Northern Ponca Housing Authority Tenant-Based Rental Assistance Policy

## **I. Program Description**

The Northern Ponca Housing Authority (NPHA) Tenant-Based Rental Assistance Program (TBRAP) is designed to assist tribal members, who do not live in an NPHA unit in paying their monthly rental payment.

## **II. Eligibility**

In order to qualify for TBRAP funding, the following criteria shall be required:

- A. Head of household must be at least 19 years of age at the time of application, and an enrolled member in a federally-recognized Native American tribe.
  1. For the purposes of this policy, the head of household shall be referred to as “applicant.”
- B. The entire composition’s adjusted gross income must be at or below 80% of either the county or federal HUD income guidelines, whichever is higher, at all times.
  1. NPHA shall utilize the Section 8 Income Method for this program.
  2. For income inclusions and exclusions, please see the NPHA Admissions & Occupancy Handbook.
- C. Assistance will only be provided for units located within the Nebraska counties of Boyd, Burt, Douglas, Hall, Holt, Knox, Platte, Lancaster, Madison, Stanton, Sarpy, and Wayne; the Iowa counties of Pottawattamie and Woodbury; and the South Dakota county of Charles Mix.
- D. The house must satisfy NPHA’s inspection prior to assistance award
- E. Applicants who owe NPHA money must repay that balance before being eligible to apply for TBRAP funding.

## **III. Waiting List**

The TBRAP assistance is awarded via a waiting list, ranked by the date the entire application is received and a system of preference points. The preference points are based on the following criteria:

- A. Northern Ponca member age 19 and above – 20 points
- B. Northern Ponca member with nucleus unit (A nucleus family is defined as a father, mother & child(ren): a mother & child(ren), a father & child(ren), grandparent & grandchildren) – 30 points
- C. Elder (age 62 and above) - 6 points
- D. Near elder (age 55-61) - 3 points
- E. Disabled – 6 points
- F. Homeless – 2 points
- G. Non-Ponca Tribe of Nebraska nucleus family – 5 points
- H. Currently Paying 50% of gross monthly income for rent – 1 point

- I. Completed TBRAP Application – 1 point
- J. Currently on NPHA’s Low-Rent Housing Program – 1 point
- K. Honorably Discharged veteran of a branch of the United States Military (Army, Navy, Air Force, Marines, National Guard, etc.) - 8 points

**IV. Amount of Assistance**

- A. The amount of assistance is limited to subsidizing the tenant’s rent such that they don’t pay more than 20% of their gross adjusted income for rent per month for a period not to exceed 12 months; the amount of the assistance shall not exceed \$250.00 per month.
  - 1. The monthly rent charged shall not be more than 10% higher than HUD’s Fair Market Rent Rate which is published annually.
    - a. Exceptions may be made to this rule by the Secretary of HUD.
  - 2. An award may be shorter than 12 months depending on the nature of the lease agreement.
  - 3. In the event that there is a rent increase, NPHA must receive a copy of the new lease agreement and/or lease agreement amendment 30 days prior to its effect in order to adjust the award to match the new rental amount; pending funding availability and program eligibility.
  - 4. Tenants who have an award may reapply for another award within two months of the expiration of their current award.

**V. Certification Requirements**

- A. Applicant must provide Social Security Card, birth certificate, tribal enrollment identification, and proof of military status (where applicable).
- B. Applicant must fill out the TBRAP Application Form, along with the Release of Information Form.
- C. Applicant must re-certify their composition and income:
  - 1. Within 10 days of income and/or composition changes.
  - 2. By the annual anniversary date the initial completed application was received.
- D. Applicant must provide a copy of the current lease agreement.
  - 1. NPHA has no liability in the lease agreement, this is strictly to confirm the residency.

**VI. Tenant Obligations**

- A. To maintain the unit in a safe and sanitary condition.
- B. To pay tenant’s remaining share of rent to landlord by the date specified in the lease agreement.
- C. To consistently pay for and maintain all applicable utilities that are the tenant’s responsibility per the signed lease agreement with the landlord.
- D. To notify NPHA immediately of any change in family composition and/or income.
- E. To notify NPHA in writing at least 30 days prior to vacating the unit.
  - 1. NPHA must be immediately notified if a lease cancellation notice is received by the tenant.

**VII. Landlord Obligations**

- A. To maintain the unit in a safe and sanitary condition to the extent feasible as a landlord.
- B. To inform NPHA immediately if the tenant’s lease is cancelled.

### **VIII. NPHA Obligations**

- A. To pay the allocated assistance each month prior to the rent payment due date as listed in the lease agreement.
- B. To inspect the unit prior to award to ensure it meets NPHA & HUD's housing standards.
  - 1. Additional inspections may be conducted by NPHA at NPHA's sole discretion.
  - 2. NPHA reserves the right to deny assistance if one of its agents and/or assigns is prevented from carrying out an inspection.
  - 3. NPHA's inspection will ensure the criteria listed in 24 CFR 982 and Chapter 10 of HUD's Housing Choice Voucher Program Guidebook are met.
    - a. Namely, 13 key aspects of housing quality:
      - 1. Sanitary facilities;
      - 2. Food preparation and refuse disposal;
      - 3. Space & security;
      - 4. Thermal environment
      - 5. Illumination & electricity
      - 6. Structure & materials
      - 7. Interior air quality
      - 8. Water supply
      - 9. Lead-based paint
      - 10. Access
      - 11. Site & neighborhood
      - 12. Sanitary condition; and
      - 13. Smoke Detectors
- C. To ensure applicant and participant eligibility in the program by conducting certifications & re-certifications annually.
- D. To notify landlord and tenant if the assistance has run out and/or ceased for any reason.

### **VIII. Restrictions**

A violation of anything below is grounds for the TBRAP funding to be denied, the composition shall not:

- A. Be related to the landlord or have any interest in the property.
- B. Violate any provisions in the lease agreement or this policy.
- C. Participate in any kind of illegal drug activity and/or violent criminal activity.
- D. Sublease or lease the unit to anyone else not on the composition.
- E. Receive any other kind of housing payment, assistance, and/or subsidy from any local, state or federal housing program.
- F. Commit fraud, bribery or any other corrupt criminal act.
- G. Damage the unit or premises (other than normal wear and tear), or permit any guest to do the same.
- H. Commit misrepresentations of income, family composition, etc.
- I. Should the tenant have their lease cancelled due to their failure to properly comply with their lease agreement and/or this policy, the funding shall cease immediately.

**X. Funding Availability**

In the event this program's funds have been exhausted, funding shall cease immediately.

**XI. Definitions**

Adjusted Gross Income: The annual income of the composition after the deductions have been subtracted.

Composition: Everyone who lives in the unit as their primary residence and has been reported to NPHA and the landlord.