

Mutual Help Homeownership Occupancy Policy



Standing Rock Housing Authority

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Standing Rock Housing Authority

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MUTUAL HELP HOMEOWNERSHIP OCCUPANCY POLICY

INTRODUCTION

This Mutual Help Homeownership Occupancy (MHO) Policy reflects the requirements of the Mutual Help Homeownership Agreement entered into between the Standing Rock Housing Authority (SRHA) and each MHO Homebuyer. This Policy is enacted to ensure compliance with the MHO Agreement; to ensure that the housing is kept in decent, safe and sanitary condition; that the home and grounds are maintained in a manner that will preserve their condition, normal wear and tear excepted; and, to protect the health, welfare and safety of the homebuyer's property and the surrounding areas, including other MHO Homebuyers in the immediate, adjacent areas.

The procedures set forth shall be used by the Standing Rock Housing Authority to administer the MHO Agreements and the Units to ensure full compliance with the aforementioned MHO Agreement, as well as applicable Tribal and local laws.

EFFECTIVE DATE

This Policy shall become effective upon approval of the Policy by the SRHA Board of Commissioners and upon receipt of the Policy by each MHO Homebuyer. Proof of receipt of this Policy shall be established by the written signature of the Homebuyer. Thereafter, any violations of the MHO Agreement or this Policy may be grounds to terminate the MHO Agreement.

1. MHO Requirements

The following requirements are stated in the MHO Agreement each homebuyer signs for occupancy. Homebuyers who violate these requirements will be considered in breach of their MHO Agreement and will be subject to eviction procedures.

- a. Homebuyers are required to comply with the terms and conditions of the MHO Agreement requiring the Homebuyer to keep the premises clean and safe, dispose of garbage and waste in a clean and safe manner, keep the premises and its parts in good repair, reasonably use all electrical, plumbing,

sanitary, heating, ventilating or other facilities and appliances. Section 8.3(a), Homebuyer Agreement.

- b. Homebuyers are responsible for routine and non-routine maintenance of the home, including all repairs and replacements (including those resulting from damage from any cause). Section 8.4, Homebuyer Agreement.
- c. Homebuyer is responsible for the cost of furnishing utilities for the home. However, if the SRHA determines that the Homebuyer is unable to pay for the utilities for the home or receives Notice of Disconnect from the utility company, and this inability creates conditions that are hazardous to life, health or safety of the occupants, or threatens damage to the property, the SRHA may pay for the utilities on behalf of the homebuyer and charge the homebuyer's account for the costs, in accordance with the MEPA Policy. If the Homebuyer's accounts have been exhausted, the SRHA will pursue termination of the MHO Agreement.
- d. Transfers – When the homebuyer's accounts have been exhausted, the SRHA may offer the homebuyer a transfer into a rental unit, if a unit is available and the prospective tenant meets the eligibility criteria in Section 2-1 and is not ineligible under Section 2-2. (Added 3/23/05)
- e. Exchanges – Homebuyers may exchange Homebuyer Units with another Homebuyer, by signing an Exchange Agreement with the other Homebuyer and both must accept the units as they are. Both Homebuyers must be current on their homebuyer accounts and not have any homebuyer agreement violations. The Exchange Agreement must be approved by the Housing Authority prior to the exchange. Any outstanding balances due on the Unit remain with the Unit. Any MEPA accounts shall transfer with the exchange. (Added 3/23/05)
- f. Sub-Leasing – Homebuyers may sub-lease their Unit. Every Sub-lease must be in writing and must contain a signature line for the SRHA's approval. Any sub-lease must contain: 1) provision for the payment of rent, in an amount sufficient to cover the homebuyer's payment to the SRHA, if any; 2) The sub-lease must also contain provisions for either the Homebuyer or the Lessee to maintain utilities for the Unit; and 3) The sub-lease must contain a provision that the sub-lessee is responsible for the maintenance.

The Homebuyer remains responsible to the SRHA for the payment of rent, maintenance of utilities and the Unit and other obligations under the MHO Agreement. Failure of the Homebuyer to insure monthly payments or maintenance of the Unit or utilities, will result in termination of the Homebuyer Agreement. Any breach of the sub-lease and its correction, termination or eviction is the responsibility of the Homebuyer.

(Added 07-16-08)

2. Peaceful Enjoyment

Homebuyers are required to conduct themselves and require others on the premises to conduct themselves in a way that will not disturb the peaceful enjoyment of others or abuse property. Homebuyers are to use all parts of the premises in a way they were intended or designed, and refrain from destroying, defacing, damaging or removing any part of the premises, or allow any other to do so.

Homebuyers or other occupants fleeing to avoid prosecution, or custody or confinement after a conviction, that is a felony under the laws of the place which the individual flees, or is violating a condition of probation or parole under the laws from which the probation or parole was imposed is grounds to terminate the MHO Agreement.

3. Drug Elimination Policy

The manufacture, sale or distribution, use or the possession of a controlled substance as defined in the Controlled Substance Act, or possession of paraphernalia in, on or near the premises by any homebuyer, household member, or guest, and any such activity engaged in or on the premises by any other person under the homebuyer's control shall be prohibited. When it is determined that a pattern of illegal use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or by persons residing in the immediate vicinity of the premises, regardless of whether there has been an arrest or conviction and without satisfying the criminal standard of proof of such activity, the Housing Authority may proceed with termination of the Homebuyer Agreement.

4. Rules Of Occupancy

Any violation of 1-2, below = TERMINATION of the MHO Agreement:

1. Discharge of Firearms – Homebuyers shall not allow any person(s) on their composition and guests of their unit to discharge firearms within 100 feet of the Housing unit(s) or the premises. (Police reported incidents or Police involvement of an incident will result in termination of their Homebuyer Agreement). Self-defense may be used as a defense to the discharge of a firearm.
2. Drug-Related Criminal Activity – The manufacture, sale or distribution, use or the possession of a controlled substance as defined in the Controlled Substance Act, or possession of paraphernalia in, on or near the premises by any homebuyer, household member, or guest, and any such activity engaged in or on the premises by any other person under the homebuyer's control shall be prohibited. When it is determined that a pattern of illegal use interferes with the health, safety, or right to peaceful

enjoyment of the premises by other residents or by persons residing in the immediate vicinity of the premises, regardless of whether there has been an arrest or conviction and without satisfying the criminal standard of proof of such activity, the Housing Authority may proceed with termination of the Homebuyer Agreement.

Three (3) Primary Letters Of Warning within a year = TERMINATION on Violations 1 thru 8 (example-your 1st letter of warning could be causing disturbances, 2nd could be unsanitary conditions and the 3rd could be damages to unit) Letters Of Warning need not be the same violation.

(1) Causing Disturbances - Homebuyer shall not create any disturbances or permit any loud parties or noisy activities in the dwelling or in any manner create any annoyance or discomfort to other residents, tenants or homebuyers of the community. Homebuyers will be held liable for any damages caused to persons or property.

(2) Causing Disturbances - Homebuyer will be responsible for all actions of children and guests of the unit, and shall abide by curfew established by the Tribe.

(3) Causing Disturbances - Homebuyer will not allow children or guests to use b-b guns, slingshots, paint guns, stun guns, pellet guns or any type of small firearms that could cause injury or harm on the premises.

(4) Unsanitary Conditions - The Homebuyer shall keep the premises in a clean and sanitary condition.

(5) Unsanitary Conditions - The Homebuyer shall permit no combustible material to be kept on the premises and shall take every precaution to prevent fires.

(6) Unsanitary Conditions - The Homebuyer shall deposit all garbage, trash and rubbish in plastic garbage bags in a suitable metal receptacle. The Homebuyer shall be responsible for their own trash removal and may not use the garbage bins provided by the SRHA in rental units or communities. Rubbish must not be burned.

(7) Non-Operating Cars / Junk Cars - Cars shall be parked only in driveways and parking lots provided by the Authority. Non-operating cars or other vehicles will be towed away at the owner's expense.

(8) Damages to Unit - Homebuyer agrees not to damage or cause destruction of property. Homebuyer agrees to use all parts of the premises in a way they are intended or designed and refrain from destroying, defacing, damaging or removing any part of the premises, or allow others to do so. Homebuyer will be charged for damages due to negligence or intentional destruction. All damages will be repaired at the expense of the Homebuyer and/or charged to the homebuyers MEPA account. (Added 3/23/05)

Homebuyer will be responsible for the actions of their pets. Homebuyers will not allow their Dogs to bite or cause harm to any of the other residents in the community. Homebuyers will be held liable for any damages caused to persons or property.

Termination Notice – Homebuyers who receive three Primary Warning Letters within a year will receive a Notice of Termination. The Notice will state that termination of the Homebuyer Agreement will occur in fourteen (14) days. The Notice shall also state that the Homebuyer will have the right to file a Notice of Disagreement during this time for a Grievance hearing, if they do not agree with the termination. If requested, the grievance hearing will occur at the next regular meeting and before the Housing Authority Board of Commissioners. The procedures set forth in the SRHA Grievance Policy shall be followed.

5. **Collection Procedures**

This procedure shall be applicable to all Homebuyers who do not have automatic payroll deductions. All new homebuyers shall be required to initiate salary deductions with his/her employer to have the required payment amount deducted from their earnings. The employer will be responsible for mailing the required payment to the Housing Authority. The Housing Authority will send the Homebuyer a receipt of the payment. Standing Rock Sioux Tribal Resolution, Amended No. 039-04, dated March 4, 2004.

Those Homebuyers who do not have payroll deductions shall follow the Collection Procedure.

- a. **Monthly Payments** – Prompt payments are a requirement for continued occupancy by a homebuyer. Homebuyer payments are due on the first day of each month.
- b. Payments not received by the tenth (10th) day of each month are considered delinquent.
- c. Payments may be made by cash, check or money order. Payments made by check or money order must be made payable to:

Standing Rock Housing Authority
P.O. Box 484
Fort Yates, ND 58538

A \$12.00 service charge will be assessed against the homebuyer's account for any returned check.

- d. Monthly Reminder Notice - A reminder notice will be sent to all homebuyer who do not have payroll deductions, at the end of each month. The purpose of the Notice is to remind homebuyers to comply with their obligations under the Homebuyer Agreement.

- e. Termination Notice – If the current monthly charge and/or back rent is not paid by the 10th of each month, a Termination Notice will be served upon the Homebuyer. The Notice will state that termination of the Homebuyer Agreement will occur in fourteen (14) days. If during this time, the Homebuyer contacts the Housing Authority and makes their current monthly payment and/or back rent, or initiates salary deductions for their monthly payment and/or back rent, the termination will cease. There are no grievance hearings allowed for termination of Homebuyer Agreement on non-payment.
- f. Notice to Quit - Should a Homebuyer not vacate or fail to file a Notice of Disagreement (if allowed) at the end of the 14th day, a Notice to Quit will be delivered to the homebuyer. The Notice will state that the Homebuyer will be allowed eight (8) days to vacate the Unit. Once the Notice to Quit is delivered, the Homebuyer will not be allowed to request a Grievance Hearing. Should the homebuyer not vacate the premises after 8 days, a Complaint to Terminate the Homebuyer Agreement and take possession of the premises shall be filed at the Tribal Court. Proceedings for eviction are governed by the Code of Justice, Title XIII, Landlord and Tenant Proceedings.

6. Complaint Filing and Follow Up on a Complaint

When the SRHA receives a written complaint with the date and time of incident, the complaint will be investigated. If the complaint is substantiated, a Letter of Warning will be issued to the Homebuyer and a follow-up visit will be conducted after five (5) days. If a Homebuyer receives three (3) primary warning letters within a year, the Homebuyer will receive a Termination Notice and Termination of the MHO and Eviction proceedings will commence. (See Eviction Policy).

A written complaint concerning any child abuse/neglect and/or Drug-Related Criminal Activity will be referred to either the Child Protection Services and/or the Police Department.

Home visits will be conducted on oral or anonymous complaints received, to substantiate the complaint and follow through with the Housing Authority policy.

7. Follow-up on Letters of Warning

A Resident Service Specialist will complete a follow-up visit (5) days after a Letter of Warning is issued to a Homebuyer. A Counselor Form shall be included in the file to verify the follow-up.

8. Amendments

This Policy may be amended by the SRHA Board of Commissioners.

9. Policy Questions

This Mutual Help Homeownership Occupancy Policy represents the Policy of the Standing Rock Housing Authority as it applies to Homebuyer units maintained by the Housing Authority. In the event situations or issues arise that are Homebuyer questions, this Policy and the Homebuyer's Purchase Agreement shall apply. In those situations where no Policy exists or the policy or agreement covers the specific question or issue, then the requested action or issue shall initially be denied until such time as the next Regular meeting of the SRHA Board of Commissioners. At that meeting, the question or issue shall be presented to the Board of Commissioners for their determination. The Board of Commissioners shall take action to approve or deny the requested matter, provided that any such action taken by the Board of Commissioners does not violate any other Policies of the Standing Rock Housing Authority and is in conformity with other rules, regulations of the either the Standing Rock Sioux Tribe or the federal government. The Board of Commissioners may also direct the inclusion of the issue into Policy.

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

(Added 3/23/05)

ENDORSEMENT

The Mutual Help Homeownership Occupancy Policy shall be strictly enforced by the Housing Authority. The Executive Director has the right to take all necessary actions to ensure that the policy is fairly and consistently enforced.

The above Policy was adopted by the Standing Rock Housing Authority Board of Commissioners on this 19th day of October, 2004. Portions of the Policy were revised or added by the Standing Rock Housing Authority on the 23rd day of March, 2005.

Motion #6 was made by Duane Uses Arrow and seconded by Adele White to approve the MHO policy, with amendments.

Voting: 7 Yes 0 No 1 Not Voting.

Frank White Bull, Chairman, Board of Commissioners
Standing Rock Housing Authority

Ken Alkire, Executive Director
Standing Rock Housing Authority