

## CHICO RANCHERIA HOUSING CORPORATION

**Family - Tenant Based Rental Assistance**

**Chico Rancheria Housing Corporation**  
Family - Tenant Based Rental Assistance Policy

<b>Subject: CHICO RANCHERIA HOUSING CORPORATION</b>  <b><u>FAMILY - TENANT BASED RENTAL ASSISTANCE POLICY</u></b>	<b>Number: 7</b> <b>Effective Date: 12/05/2016</b>
<b>Statute: Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA) (25 U.S.C. 4163 et seq.); Regulations 24 CFR §1000;</b>	<b>Supersedes: All Previous Versions</b>
<b>Authority:</b> <b>MIT Ordinance:</b>	<b>File Reference:</b> <b>Approved: 12/05/2016</b>

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**I. Purpose**

The Chico Rancheria Housing Corporation recognizes the need for a program that provides assistance to low income tribal members whose needs cannot be met through the existing housing programs. This program is created to supplement existing Mechoopda Indian Tribal housing stock by providing rental assistance to eligible families. The Chico Rancheria Housing Corporation will implement this Rental Assistance Program in a manner consistent with the overall mission of the Corporation. This program can be used in conjunction, when applicable, with the CRHC Move-In Assistance Program.

**II. Policy**

**A. Definitions**

**1. Annual Income.**

Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional adult member of the family during the coming twelve (12) month period, as defined for HUD's Section 8 programs in 24 CFR part 5, subpart.

(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 over the age of eighteen (18); or
- (2) Are anticipated to be received from a source outside the family during the twelve (12) month period following admission or annual reexamination effective date; and
- (3) Are not specifically excluded in paragraph (c) of this section.
- (4) Annual income also means amounts derived, during the twelve (12) month period, from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) 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 Internal Revenue Service 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;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital

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indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. 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;

- (4) 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 paragraph (c)(14) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
- (6) *Welfare assistance payments.*
  - (i) 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 260.31; and
    - (B) Are not otherwise excluded under paragraph (c) of this section.
  - (ii) 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.
- (7) 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;

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- (8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).
- (9) Any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.* ), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of twenty-three (23) with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

(c) Annual income does not include the following:

- (1) Income from employment of children (including foster children) under the age of eighteen (18) years;
- (2) 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);
- (3) 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 paragraph (b)(5) of this section);
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in 24 CFR § 5.403;
- (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8)
  - (i) Amounts received under training programs funded by HUD;
  - (ii) 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);
  - (iii) 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,

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- transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- (iv) 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;
  - (v) 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;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
  - (10) 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;
  - (11) Earnings in excess of \$480 for each full-time student eighteen (18) years old or older (excluding the head of household and spouse);
  - (12) Adoption assistance payments in excess of \$480 per adopted child;
  - (13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
  - (14) 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;
  - (15) 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
  - (16) 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 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that

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qualify for this exclusion. Updates will be published and distributed when necessary.

- (d) *Annualization of income.* If it is not feasible to anticipate a level of income over a twelve (12) month period ( *i.e.*, seasonal or cyclic income), or CRHC believes that past income is the best available indicator of expected future income, CRHC may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

## **2. Adjusted Income**

The term 'adjusted income' means the annual income that remains after excluding the following amounts:

- (a) 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)-
- (1) who is under eighteen (18) years of age; or
  - (2) who is eighteen (18) years of age or older and a person with disabilities or a full-time student.
- (b) ELDERLY AND DISABLED FAMILIES- \$400 for an elderly or disabled family.
- (c) MEDICAL AND ATTENDANT EXPENSES- The amount by which three percent (3%) of the annual income of the family is exceeded by the aggregate of-
- (1) medical expenses, in the case of an elderly or disabled family; and
  - (2) reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
- (d) CHILD CARE EXPENSES- Child care expenses for the care of children under the age of thirteen (13) to the extent necessary to enable another member of the family to be employed or to further his or her education.
- (e) EARNED INCOME OF MINORS- The amount of any earned income of any member of the family who is less than eighteen (18) years of age.
- (f) TRAVEL EXPENSES- Excessive travel expenses, not to exceed \$25 per family per week for employment or education related travel.

## **3. Children**

Persons under eighteen (18) years of age or under twenty-four (24) years of age if living at home and attending school full time.

## **4. Disabled Family**

Family in which the Head of Household is a disabled person as defined in this section.

## **5. Drug Related Criminal Activity**

The term 'drug-related criminal activity' means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a

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controlled substance (as such term is defined in section 102 of the Controlled Substances Act).

**6. Elderly and Near-Elderly Families**

The terms '*elderly family*' and '*near elderly families*' means a family whose head (or his or her spouse), or whose sole member, is an elderly or near-elderly person, respectively. Such terms include two or more elderly persons or near elderly persons living together, and one or more such persons living with one or more persons determined by CRHC to be essential to their care or well being.

**7. Elderly Person**

The term '*elderly person*' means a person who is at least sixty-two (62) years of age.

**8. Extended Family**

Family lineage, which may include: aunts, uncles, siblings, grandparents, nieces, nephews, cousins, etc., as determined by the family.

**9. Family**

Family consists of one of the following scenarios (all other scenarios are considered Extended Family as defined in this section):

- (a) a single adult or emancipated minor;
- (b) a single adult with a child/children;
- (c) a domesticated partnership (i.e., marriage);
- (d) a domesticated partnership with children;
- (e) a parent or parents (i.e., grandparents) of a single person or a parent or parents of one partner in a domesticated partnership with, or without, children.

**10. Full-Time Student**

A person who is enrolled in a certified educational institution, such as a vocational school with a certificate or diploma program or an institution offering a college degree, and is carrying a subject load that is considered full-time for students under the standards and practices of the institution attended. Typically, full-time in regular quarter or semester based programs is twelve (12) or more units of study, while full-time during special inter sessions, such as summer sessions, are typically six (6) units. Graduate study programs typically consider nine (9) units of study as full-time. In all such cases, full-time will be based on the standards and practices of the institution attended.

**11. HUD**

The U.S. Department of Housing and Urban Development.

**12. Indian**

Any person recognized as being an enrolled member of an Indian Tribe or Alaskan Native Tribe, recognized by the Federal government or any state. In addition, any person recognized as a Native American by the Bureau of Indian Affairs (BIA) or a tribally recognized descendent (child or grandchild) of an enrolled member of a Federal government or state recognized Indian Tribe or Alaska Native Tribe.



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**13. Indian Service Area**

CRHC's Indian Service Area is the jurisdiction authorized by the Mechoopda Indian Tribe for CRHC to operate affordable housing programs. Each program may have a different Indian Service Area as defined in the annual Indian Housing Plan (IHP). The Chico Rancheria Housing Corporation's defined Indian Service Area for the Family-Tenant Based Rental Assistance Program consists of the California Counties of Butte, Tehama, and Glenn.

**14. Indian Tribe**

- (a) The term '*Indian tribe*' means a tribe that is a federally recognized tribe or a State recognized tribe.
- (b) The term '*federally recognized tribe*' means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians pursuant to the Indian Self-Determination and Education Assistance Act of 1975.
- (c) The term '*State recognized tribe*' means any tribe, band, nation, pueblo, village, or community that has been recognized as an Indian tribe by any State and for which an Indian Housing has, before the effective date under section 705 of NAHASDA, entered into a contract with HUD pursuant to the United States Housing Act of 1937 for housing for Indian families and has received funding pursuant to such contract within the five (5) year period ending upon such effective date.

**15. Low-Income Family**

The term '*low-income family*' means a family whose income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

**16. Median Income Limits**

Median Income Limits shall be updated annually based on HUD's published Annual Income Limits and shall be the greater of:

- (a) The median income limits for the county, or
- (b) The US median income limit

**17. NAHASDA**

The Native American Housing Assistance and Self-Determination Act passed by the U.S. Congress in 1996.

**18. Payment Assistance**

Payment assistance is calculated by a formula described in this section. Assistance provided based on this formula can range from \$1.00 to \$325.00 per month.

- (a) The factors used to determine the amount of assistance to be paid to the owner, property manager, or management company on behalf of the participant are:

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- (1) Adjusted income of the family
- (2) Rent as defined in this policy
- (3) A \$350.00 per month assistance limit

- (b) The amount of assistance per month equals the difference of thirty percent (30%) of the family's adjusted monthly income and the monthly housing payment up to \$350.00. If the difference is greater than \$350.00, the family is not eligible for assistance because they are not residing in Affordable Housing, thus are not eligible for assistance under NAHASDA. Furthermore, if thirty percent (30%) of the applicant's adjusted income meets or exceeds the rent, the applicant is not eligible for assistance.

Example 1: Applicant's adjusted monthly income equals \$2,500.00

30% of \$2,500 equals \$750

Rent equals \$1,050

The difference equals \$300—Which is the amount of the payment assistance

Example 2: Applicant's adjusted monthly income equals \$1,200.00

30% of \$1,200 equals \$360

Rent equals \$800

The difference equals \$440— Which is greater than the allowed \$350, so the applicant is not eligible for assistance

Example 3: Applicant's adjusted monthly income equals \$1,800.00

30% of \$1,800 equals \$540

Rent equals \$875

The difference equals \$335, so the applicant is eligible for assistance

## **19. Persons with Disabilities**

*Person with Disabilities* means a person who—

- (a) Has a disability as defined in section 223 of the Social Security Act;
- (b) Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act;
- (c) Has a physical, mental, or emotional impairment which-
  - (1) Is expected to be of long-continued and indefinite duration;
  - (2) Substantially impedes his or her ability to live independently; and
  - (3) Is of such a nature that such ability could be improved by more suitable housing conditions.

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- (d) The term “person with disabilities” includes persons who have the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agent for acquired immunodeficiency syndrome.
- (e) Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted under this part, solely on the basis of any drug or alcohol dependence. The Secretary shall consult with Indian tribes and appropriate Federal agencies to implement this paragraph.
- (f) For purposes of this definition, the term “ *physical, mental or emotional impairment* ” includes, but is not limited to:
  - (1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
  - (2) Any mental or psychological condition, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
  - (3) The term “ *physical, mental, or emotional impairment* ” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, and emotional illness.

**20. Rent**

The term ‘rent’ means the total of the monthly rent charged by the landlord and may include the average monthly utilities as defined below.

- (a) Average Monthly Utilities. For the purposes of this policy, the average monthly utility cost includes the average monthly costs only for water, sewer, gas, and electricity. Television, telephone, garbage service, internet service, or any other associated costs with household living expenses are not considered utilities.
  - (1) Calculating the average monthly utility costs shall be based on the utility company’s twelve (12) month average included on the applicants most recent invoice or averaging the past twelve (12) months use charges and also including any predicted changes to such costs that will occur over the next twelve (12) months.
  - (2) In the event an applicant does not have or cannot provide such documentation, CRHC shall not attempt to calculate average utility costs or include such expenses when calculating rent.
- (b) Maximum Rent. Maximum rent in which the participant may be charged shall be calculated as one-hundred percent (100%) of Fair Market Rent (FMR) annually published by HUD when utilities are **NOT** included. At the discretion of the Executive Director, Maximum Rent may be calculated at one-hundred and twenty percent (120%) of FMR when utilities are included.

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**21. Self-Sufficiency Plan**

A plan that a participant develops in consultation with the Chico Rancheria Housing Corporation outlining specific goals and achievements that will prepare the family to sustain without further assistance. Specifically, the plan will increase the family's income so the family can affordably rent shelter on their own without paying over thirty percent (30%) of their adjusted income on rent over a realistic time frame (Appendix A).

**22. Waiting List**

A waiting list is used to rank need based on a points scoring system when funding is minimal or unavailable. If there is a tie score, the applicant that has been on the waiting list for the longest period of time based on the date and time the preliminary application was received by the Chico Rancheria Housing Corporation will have priority for assistance. The waiting list will be scored as follows:

WAITING LIST SELECTION PREFERENCE:	# OF POINTS:
Mechoopda Tribal Member	100
Involuntarily Displaced	10
Substandard Housing	10
Paying more than 50% of income for rent	10
Elderly	1
Handicapped	1
Each dependent	1

**B. General Information**

**1. Eligibility & Admission**

In order to be eligible for admission to the Family-TBRA program, the following criteria shall apply:

- (a) Applicant/s must be an enrolled member of an Indian Tribe (Tribal preference shall be given to members of the Mechoopda Indian Tribe).
- (b) Applicant must be least eighteen (18) years of age or an emancipated minor.
- (c) Applicant must reside in or be moving within the CRHC Indian Service Area for the Family-TBRA program.
- (d) Applicant must be a member of a low income Family.
- (e) Applicants who owe the Chico Rancheria Housing Corporation or the Mechoopda Indian Tribe money are not eligible to receive assistance.
- (f) Applicants who have been previously terminated or evicted from any program administered by the Chico Rancheria Housing Corporation or the Mechoopda Indian Tribe are not eligible to receive assistance unless all outstanding balances owed by said prior tenant are paid in full and the applicant demonstrates to Chico Rancheria Housing Corporation that the applicant will be a satisfactory tenant.

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- (g) A participant may not receive rental assistance while receiving the benefit of any other form of housing subsidy for the same dwelling unit.
- (h) Applicant must schedule consultation with the Chico Rancheria Housing Corporation and develop a Self-Sufficiency Plan accepted by CRHC (See Appendix A, FSS Worksheet).
  - (1) The Self-Sufficiency Plan shall stipulate certain goals and realistic timeframes for achieving such goals that will benefit the family resulting in an increase in annual income, which will enable the family to eventually sustain without government or tribal assistance.
  - (2) Goals shall be to increase education through government assisted programs, such as attending job training workshops and/or researching higher paying jobs offered by local One-Stop Employment centers or other Adult Education facilities.
  - (3) Elderly Families and/or Disabled Families are not required to participate in the Self Sufficiency Plan, but may if they choose to, as the plan may give them higher self esteem, keep them busy, and promote self sufficiency.
- (i) All applicants shall be encouraged to apply to other state or local housing agencies prior to receiving assistance. Applications received from any family or person(s) not meeting the established criteria will also be referred to other state or local agencies for housing assistance.
- (j) In the event that funding is unavailable, a waiting list shall be developed once eligibility is established.

**2. Term**

Rental assistance may be provided for up to a maximum of five (5) years, depending on the sustainability of funding to support the program. If the family does not fulfill the obligations of the agreed upon Self-Sufficiency Plan, the family will be immediately terminated from the program and no longer be eligible for assistance.

**3. Lease Approval**

- (a) Lease terms must be at least month-to-month with optional longer terms of up to one year automatically renewed monthly at the end of the lease unless a thirty (30) day notice is provided by the participant or owner of intent not to renew the lease. Such notice must be provided by the party giving notice to Chico Rancheria Housing Corporation.
- (b) Upon receipt of the proposed lease, the Chico Rancheria Housing Corporation will review it and determine that all the necessary provisions as defined in Section 207 of NAHASDA are included.
- (c) If there is any necessary information missing from the lease in accordance with NAHASDA, the Chico Rancheria Housing Corporation will require the landlord to put these items in writing as an addendum to the lease. If the landlord refuses to add the necessary lease information to the lease, the lease will be disapproved.

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- (d) If the lease covers all necessary provisions required, the Chico Rancheria Housing Corporation will approve the lease.
- (e) The Chico Rancheria Housing Corporation is not a party to the lease and assumes no responsibility in its enforcement.

#### **4. Housing Standards**

- (a) Minimum Housing Quality Standards (HQS) - Appendix B
  - (1) The Chico Rancheria Housing Corporation will utilize the adopted housing quality standards in determining if the unit is a decent, healthy and safe place to live.
  - (2) The Chico Rancheria Housing Corporation will provide the participant with information to assist them in finding housing that meets the minimum requirements.
- (b) Inspections
  - (1) The Chico Rancheria Housing Corporation will conduct, or arrange to have conducted, a pre-occupancy inspections utilizing the adopted inspection form to insure the unit is a healthy, safe, and decent place to reside prior to approval of assistance payments. If the unit does not pass the inspection, assistance can be approved if the landlord is willing to make necessary repairs to bring the unit up to the minimum requirements. If the landlord is not willing to make the repairs assistance cannot be approved.
  - (2) The Chico Rancheria Housing Corporation will also conduct special inspections if it is reported that the dwelling no longer meets the minimum requirements and the owner is unwilling to make the necessary repairs. If it is determined that the unit no longer meets the minimum requirement, the Chico Rancheria Housing Corporation will request the necessary repairs in writing to the landlord. If the landlord is unwilling to make the repairs, the Chico Rancheria Housing Corporation will allow the tenant to transfer to a unit that does meet the requirements.
  - (3) If the participant causes damage to the unit, it is the owner's responsibility to take appropriate action in accordance with the lease and state and local law.
  - (4) The landlord must provide the required disclosure of information on lead-based paint as described in 24 CFR Part 35.92. The Housing Corporation requires landlords to use the form "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (Appendix C).

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**5. Payments - Execution of agreements for assistance.**

- (a) Once the lease and the unit have been approved by the Chico Rancheria Housing Corporation, the Recipient and the Chico Rancheria Housing Corporation will execute a Recipient Agreement (Appendix D) for the assistance payment amount showing the effective date of payments and the amount of the monthly payment, as well of the Recipient's obligations set forth in this policy to continue to receive assistance.
- (b) If a participant moves into a unit during the month rather than at the beginning of the month, the assistance payment will be pro-rated for the remaining days left in the month. The assistance payment will be made thereafter on or before the first day of each month. The participant is not responsible for the approved assistance payment made by the Chico Rancheria Housing Corporation.

**6. Allowable Transfers**

- (a) Transfer requests after the initial lease period will be approved only under the following conditions:
  - (1) The dwelling no longer meets minimal housing quality standards (not caused by the participant) and the owner refuses to make the necessary repairs.
  - (2) The family needs a smaller or larger unit in accordance with occupancy standards
  - (3) The family needs to relocate closer to work or school, or medical facilities, or for safety reasons such as an act or threat of violence against the family (transfer for these reasons, must be verifiable).
  - (4) The owner does not wish to renew the lease.

**7. Certification Requirements.**

- (a) All participants will be required to be recertified at least annually in accordance with B. 1. of this policy as well as applicable parts of the Chico Rancheria Housing Corporation's Operating Policy to determine if they are still eligible for the program and if the assistance amount needs to be adjusted.
- (b) All participants who are over income for the program at the time of re-certification will be given at least Thirty (30) Day Notice of Termination. The owner will also receive a copy of this notice.

**8. Obligations.**

- (a) Participant Obligations
  - (1) When the participant's lease and unit are approved, the participant must sign a Recipient Agreement to fulfill and abide by the required

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obligations for participation in the program as shown below. Any breach of the participant obligations is grounds for termination of assistance.

(2) The family must:

- (i) Supply the Chico Rancheria Housing Corporation with any information that the Chico Rancheria Housing Corporation determines to be necessary for use in a regularly scheduled re-examination or interim re-examination of family composition and income.
- (ii) Disclose and verify social security numbers.
- (iii) Supply any information requested by the Chico Rancheria Housing Corporation to verify the family is living in the unit or information related to family absence from the unit.
- (iv) Promptly notify the Chico Rancheria Housing Corporation if the family will be away from the unit for more than fourteen (14) days.
- (v) Notify the Chico Rancheria Housing Corporation and the owner in writing at least thirty (30) days prior to moving out of the unit or terminating the lease.
- (vi) Use the assisted unit for residence by the family only. The unit must be the family's only residence.
- (vii) Request the Chico Rancheria Housing Corporation and landlord approval to add any other family members as occupants of the unit.
- (viii) Give the Chico Rancheria Housing Corporation a copy of any owner eviction notice, or notice of lease termination.
- (ix) Pay all utility bills and the portion of the rent the participant is responsible for (if any).
- (x) Fully participate in the agreed upon Self Sufficiency Plan according to its stipulations meeting all goals and objectives and actively taking the steps that the family set for themselves.

(3) The family must not:

- (i) Own or have any interest in the unit.
- (ii) Commit any serious or repeated violation of the lease.
- (iii) Commit fraud, bribery or any other corrupt criminal act in connection with the program.
- (iv) Participate in illegal drug activity or violent criminal activity.
- (v) Sublease or let the unit or assign the lease or transfer the unit.



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(vi) Receive any other housing subsidy for the same unit or a different unit from any state, federal or local housing program.

(vii) Damage the unit or premises (other than normal wear and tear) or permit any guest to damage the unit or premises.

(4) When a family breaks up

(i) If there are children included in the household, the assistance will remain with the person who has custody and control of the children.

(ii) If children are split between the parents and one parent is a tribal member while the other parent is not a tribal member, the tribal member parent will retain the assistance.

(iii) If there are no children in the household, the assistance will remain with the participant who signed the lease if he/she is a tribal member.

(iv) Family members who are forced to leave due to being victims of violence, and who are otherwise eligible to receive assistance, may retain the assistance.

(v) The Self-Sufficiency Plan shall be reevaluated at the time of the break up.

(b) Owner Obligations

(1) The owner is responsible for conducting background checks and contacting references to determine the participant's suitability as a renter. The Chico Rancheria Housing Corporation does not screen the tenants.

(2) The owner is responsible for compliance issues concerning any and all conditions of the lease.

(3) The owner is responsible for providing the Chico Rancheria Housing Corporation with a copy of any eviction or lease termination.

(4) The owner must notify the Chico Rancheria Housing Corporation if any participant vacates a unit.

(5) The owner must provide the Chico Rancheria Housing Corporation with a copy for approval of any changes to the lease during the tenancy of a participant of this program.

(C) Chico Rancheria Housing Corporation Obligations

(1) The Chico Rancheria Housing Corporation is responsible for payment of the assistance amount to the owner each month by the first (1<sup>st</sup>) of each month.

(2) The Chico Rancheria Housing Corporation is responsible for conducting an inspection prior to approval of the unit, and for special inspections if

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the participant reports it that the unit no longer meets the minimum required standards and the damages were caused by maintenance neglect of the owner.

- (3) The Chico Rancheria Housing Corporation is responsible for conducting the initial income verification to determine eligibility and conducting re-certifications for continued eligibility of participants at least annually.
- (4) The Chico Rancheria Housing Corporation is responsible for providing notice to the landlord and participant if Assistance amounts change or cease.
- (5) The Chico Rancheria Housing shall provide guidance and counseling for the participant according to the Self Sufficiency Plan.

## **9. Terminations**

- (a) Terminations by the owner. During the term of the lease the owner may not terminate tenancy except for:

- (1) Serious or repeated violations of the terms of the lease.
- (2) Violations of state, federal or local law that relate to occupancy or use of the unit.
- (3) The owner desires to use the unit for personal use, or desires to sell or renovate the property.
- (4) The owner may not terminate tenancy for non-payment of the Chico Rancheria Housing Corporation assistance payment.
- (5) The owner must give the tenant written notice of the grounds for the termination and provide a copy of any such notice to the Chico Rancheria Housing Corporation. Any such notice must be in conformance with local or state law.

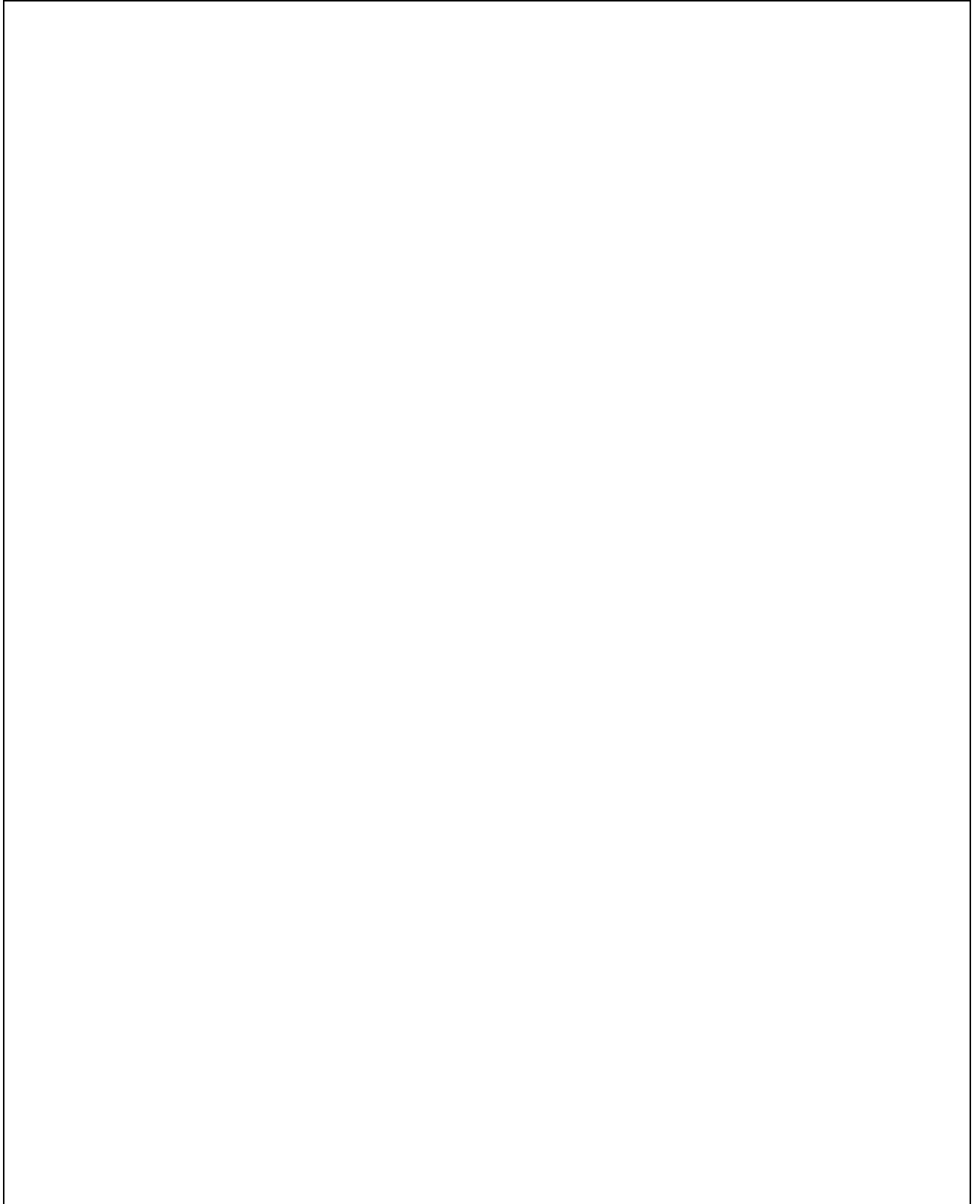
- (b) Termination of Tenancy by the Participant.

- (1) The family may terminate tenancy after the first term of the lease is complete, if applicable.
- (2) Terminations are allowed only if the owner agrees to release the family from the lease in writing and the participant meets the requirements for a transfer. In the case of month to month leases, only a thirty (30) day notice is required.
- (3) The family must provide the owner and the Chico Rancheria Housing Corporation with a copy of the notice of termination in accordance with the lease.
- (4) The family may also terminate the lease if the owner breeches minimal housing quality standards and refuses to repair unit after notification in writing of the necessary repairs.

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- (C) Termination of Assistance by the Chico Rancheria Housing Corporation. The Chico Rancheria Housing Corporation may terminate family assistance for any of the following reasons:
- (1) Any violation of family obligations, including not meeting any of the agreed upon stipulations set forth in the Family Self-Sufficiency Plan.
  - (2) Suspicion of illegal drug activity or violent criminal activity, which may include a police report documenting such activity.
  - (3) Failure of family to sign and submit verification documents for re-certification.
  - (4) If the family moves out of the unit.
  - (5) If the family breaks up.
  - (6) If the owner fails to maintain unit in accordance with minimal housing quality standards.
  - (7) If available program funding is insufficient to support continued assistance for the families.
  - (8) If the family does not actively take the steps according to the timeframe that they set forth to reach the goals of their agreed upon Self Sufficiency Plan.

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Appendix A – Family Self Sufficiency Plan

**CHICO RANCHERIA HOUSING CORPORATION**

**Appendix A**

**Family Self Sufficiency Plan**

I understand that in order to be eligible for Family - Tenant Based Rental Assistance from Chico Rancheria Housing Corporation, I must prepare, agree to, and follow a Family Self-Sufficiency Plan. Following this plan will help my family become more self-sufficient, thus eventually we will no longer require governmental assistance from Chico Rancheria Housing Corporation or any other governmental assistance based programs. I will set realistic goals for my family's progress and plan activities that will move us towards our goals. I understand that I must comply with this plan in order to receive rental assistance from Chico Rancheria Housing corporation and that my assistance will be terminated if I fail to comply with the plan.

Name\_\_\_\_\_ Date of Plan\_\_\_\_\_

**My employment goal is:** \_\_\_\_\_

**I intend to reach my goal and no longer rely on Family TBRA by**\_\_\_\_\_

To reach my employment goal, I must take steps to achieve the following intermediate goals:

Intermediate Goal	Steps	Start Date	Review Date

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Appendix A – Family Self Sufficiency Plan

**Support or accommodations needed to complete the plan (transportation, childcare, etc.):**

Service	Who will arrange it?	Who will provide it?	Who will pay for it?

**Work requirement status:**

☐ I am required to participate in work and work readiness activities developed by me and CRHC. Activities I may need to participate in include employment, job search, education, job training.

☐ I am excused from work and work readiness activities until \_\_\_\_\_. However, I am still required to develop a plan and to participate in family support activities that will lead to self-sufficiency for my family.

☐ I am excused from work and participation in other work activities, but I will volunteer to participate in these activities.

My next appointment with my case manager will be: \_\_\_\_\_ at \_\_\_\_\_. I agree to keep this appointment and participate in reviewing and updating my family's plan.

**Changes in this plan:**

I understand that I must contact my case manager if I want to make any changes to this plan.

I understand that there is a five year limit for receiving Family Tenant Based Rental Assistance.

**I understand that my family shall lose all of our temporary benefits if I fail to follow through with this plan and complete work activities or other activities related to my family's self-sufficiency plan or my ability to work.**

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Case Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Appendix B – Housing Quality Standards

**Appendix B**

**HUD established Housing Quality Standards**

**Housing Quality Standards (24CFR 982.401)**

1. **Performance and acceptability requirements.**
  - A. This section states the housing quality standards (HQS) for housing assisted in the programs.
  - B. The HQS consist of:
    - (1) Performance requirements; and
    - (2) Acceptability criteria or HUD approved variations in the acceptability criteria.
  - C. This section states performance and acceptability criteria for these key aspects of housing quality:
    - (1) Sanitary facilities;
    - (2) Food preparation and refuse disposal;
    - (3) Space and security;
    - (4) Thermal environment;
    - (5) Illumination and electricity;
    - (6) Structure and materials;
    - (7) Interior air quality;
    - (8) Water supply;
    - (9) Lead-based paint;
    - (10) Access;
    - (11) Site and neighborhood;
    - (12) Sanitary condition; and
    - (13) Smoke detectors.
  - D. All program housing must meet the HQS performance requirements both at commencement of assisted occupancy, and throughout the assisted tenancy.
  - E. In addition to meeting HQS performance requirements, the housing must meet the acceptability criteria stated in this section, unless variations are approved by HUD.
  - F. HUD may approve acceptability criteria variations for the following purposes:

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	<ul style="list-style-type: none"><li>(1) Variations which apply standards in local housing codes or other codes adopted by the CRHC; or</li><li>(2) Variations because of local climatic or geographic conditions.</li></ul>
G.	Acceptability criteria variations may only be approved by HUD pursuant to paragraph (a)(4)(ii) of this section if such variations either: <ul style="list-style-type: none"><li>(1) Meet or exceed the performance requirements; or</li><li>(2) Significantly expand affordable housing opportunities for families assisted under the program.</li></ul>
H.	HUD will not approve any acceptability criteria variation if HUD believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.
2.	<b>Sanitary facilities.</b>
A.	<b>Performance requirements.</b> The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.
B.	<b>Acceptability criteria.</b> <ul style="list-style-type: none"><li>(1) The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.</li><li>(2) The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.</li><li>(3) The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.</li><li>(4) The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).</li></ul>
4.	<b>Food preparation and refuse disposal.</b>
A.	<b>Performance requirement.</b> <ul style="list-style-type: none"><li>(1) The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.</li><li>(2) There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g, garbage cans).</li></ul>
B.	<b>Acceptability criteria.</b> <ul style="list-style-type: none"><li>(1) The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating</li></ul>



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condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

- (2) The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- (3) The dwelling unit must have space for the storage, preparation, and serving of food.
- (4) There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

**5. Space and security**

A. **Performance requirement.** The dwelling unit must provide adequate space and security for the family.

B. **Acceptability criteria.**

- (1) At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- (2) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- (3) Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- (4) The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

**6. Thermal environment.**

A. **Performance requirement.** The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

B. **Acceptability criteria.**

- (1) There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

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- (2) The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

**7. Illumination and electricity.**

- A. **Performance requirement.** Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.
- B. **Acceptability criteria.**
  - (1) There must be at least one window in the living room and in each sleeping room.
  - (2) The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
  - (3) The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

**8. Structure and materials.**

- A. **Performance requirement.** The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.
- B. **Acceptability criteria.**
  - (1) Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
  - (2) The roof must be structurally sound and weathertight.
  - (3) The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
  - (4) The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
  - (5) Elevators must be working and safe.

**9. Interior air quality.**

- A. **Performance requirement.** The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.
- B. **Acceptability criteria.**

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	<p>(1) The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.</p> <p>(2) There must be adequate air circulation in the dwelling unit.</p> <p>(3) Bathroom areas must have one openable window or other adequate exhaust ventilation.</p> <p>(4) Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.</p>
10.	<p><b>Water supply.</b></p> <p>A. <b>Performance requirement.</b> The water supply must be free from contamination.</p> <p>B. <b>Acceptability criteria.</b> The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.</p>
11.	<p><b>Lead-based paint performance requirement.</b> The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part (See Disclosure of Lead Based Paint, Appendix B).</p>
12.	<p><b>Access performance requirement.</b> The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).</p>
13.	<p><b>Site and Neighborhood.</b></p> <p>A. <b>Performance requirement.</b> The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.</p> <p>B. <b>Acceptability criteria.</b> The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.</p>
14.	<p><b>Sanitary condition.</b></p> <p>A. <b>Performance requirement.</b> The dwelling unit and its equipment must be in sanitary condition.</p> <p>B. <b>Acceptability criteria.</b> The dwelling unit and its equipment must be free of vermin and rodent infestation.</p>
15.	<p><b>Smoke detectors performance requirement.</b></p> <p>A. Except as provided in paragraph (n)(2) of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the</p>

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requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, - smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

- B. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993 in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

**Appendix C**

**Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards**

Lead Warning Statement..... Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure (\_\_\_\_)**

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below)

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  
\_\_\_\_\_

☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Lessor (check one below):

☐ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
\_\_\_\_\_

☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_  
\_\_\_\_\_

**Lessee's Acknowledgment (\_\_\_\_)**

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

\_\_\_\_\_  
\_\_\_\_\_

**CRHC's Acknowledgment (\_\_\_\_)**

(f) CRHC has informed the Lessor of the Lessor's obligations under 24 CFR 32 and is aware of his/her responsibility to ensure compliance.

\_\_\_\_\_  
\_\_\_\_\_

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_

CRHC \_\_\_\_\_ Date \_\_\_\_\_

**Appendix D**

**FAMILY TENANT BASED RENTAL ASSISTANCE RECIPIENT AGREEMENT**

I, \_\_\_\_\_, have received and read the policy for the Family Tenant Based Rental Assistance Program offered through Chico Rancheria Housing Corporation. Chico Rancheria Housing Corporation will pay \$\_\_\_\_\_ directly to my property manager/landlord each month. I am responsible to pay the remainder amount of \$\_\_\_\_\_ in accordance with my lease.

In order to receive this assistance, I understand that I must:

1. Supply the Chico Rancheria Housing Corporation with any information that the Chico Rancheria Housing Corporation determines to be necessary for use in a regularly scheduled re-examination or interim re-examination of family composition and income
2. Meet all of the agreed upon stipulations set forth in the Family Self-Sufficiency Plan
3. Meet with Chico Rancheria Housing Corporation every \_\_\_\_\_ to update my Self-Sufficiency Plan
4. Disclose and verify social security numbers
5. Supply any information requested by the Chico Rancheria Housing Corporation to verify the family is living in the unit or information related to family absence from the unit
6. Promptly notify the Chico Rancheria Housing Corporation if the family will be away from the unit for more than 14 days
7. Notify the Chico Rancheria Housing Corporation and the owner in writing at least 30 days prior to moving out of the unit or terminating the lease
8. Use the assisted unit for residence by the family only. The unit must be the family's only residence
9. Request the Chico Rancheria Housing Corporation and landlord approval to add any other family members as occupants of the unit
10. Give the Chico Rancheria Housing Corporation a copy of any owner eviction notice, or notice of lease termination
11. Pay all utility bills and the portion of the rent the participant is responsible for (if any)
12. Allow employees from Chico Rancheria Housing Corporation into my home for annual inspections

I also understand that I must not:

1. Own or have any interest in the unit
2. Commit any serious or repeated violation of the lease
3. Commit fraud, bribery or any other corrupt criminal act in connection with the program.
4. Participate in illegal drug activity or violent criminal activity
5. Sublease or let the unit or assign the lease or transfer the unit
6. Receive any other housing subsidy for the same unit or a different unit from any state, federal or local housing program
7. Damage the unit or premises (other than normal wear and tear) or permit any guest to damage the unit or premises

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Appendix D – Recipient Agreement

Furthermore, I understand that if I do not comply with the terms set forth in this agreement, Chico Rancheria Housing Corporation will terminate my rental assistance.

IN WITNESS WHEREOF, the Corporation and Recipient have executed this Agreement.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
On the behalf of the Recipient

By: \_\_\_\_\_ Date: \_\_\_\_\_  
On the behalf of CRHC