

CHICO RANCHERIA
HOUSING CORPORATION

Lease to Own
Program Policy

Lease to Own Program Policy

Subject: Lease to Own Program Policy	Number: 5 Effective Date: 12/01/2014
Statute: Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA) (P.L. 104-330 as amended by P.L. 105-276, P.L. 106-568, P.L. 107-292, and P.L. 108-393); Regulations 24 CFR §1000	Supersedes: No. 1(09/20/2010); No. 2 (01/03/2011); No. 3 (05/02/11); No. 4 (06/04/2012)
Authority: CRHC Bylaws MIT Ordinance: No. 1, Article VI, e.	File Reference: Approved: 09/20/2010 Amended: 01/03/2011, 05/02/2011, 06/04/12, 12/01/2014

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1 SECTION I. PURPOSE
2

3 The goal of the Chico Rancheria Housing Corporation (CRHC) is to provide affordable housing for qualified
4 families in a safe and healthy environment. The goal of the Lease to Own Program is for such qualified
5 families to become homeowners after meeting the obligations set forth within the Lease Purchase
6 Agreement and within this Program Policy over a period of time. This policy outlines and provides
7 clarification on the procedures of the process, which is administered by CRHC.
8

9 Once eligibility for admission has been established and a family moves into a unit administered by the
10 CRHC, Lessees and their families are expected to abide by all occupancy standards established by CRHC
11 within this policy until the home is conveyed to the lessee and the lessee becomes a homeowner. This
12 policy provides Lessees and their families with the framework and guidelines necessary to ensure a safe
13 and healthy living environment for ALL those who are living within Lease to Own homes as well as the
14 neighbors of such homes and communities. It is also intended to protect the Tribe's investment in its
15 housing resources by detailing the Lessees' "Rights and Responsibilities" while participating in housing
16 programs as well as the "Rights and Responsibilities" of the CRHC and the Tribe.
17

18 SECTION II. APPLICABILITY
19

20 This policy has been designed to:

- 21 (1) Comply with Federal Housing Statutes and Regulations
- 22
- 23 (2) Serve as a guide, for CRHC Staff, its Agents, and the Board of Directors to use for enforcing
24 occupancy standards of the Lease to Own Program Administered by the CRHC.
- 25
- 26 (3) Provide for consistent, fair, equitable, and uniform treatment of Lessees
27
- 28 (4) Provide a basis for decision-making by CRHC Staff and Members of the Board of Directors
29
- 30 (5) Serve as a training and orientation manual for newly hired Staff and appointed Board of Directors
31 members.
- 32
- 33 (6) Educate CRHC Lessees and the public on the basis for CRHC decisions made both by the Board
34 and Staff.
35

36 SECTION III. POLICY
37

38 A. Definitions
39

40 1. Annual Income.

41 Annual income is the anticipated total income from all sources received by the family head
42 and spouse (even if temporarily absent) and by each additional adult member of the family
43 during the coming twelve (12) month period, as defined for HUD's Section 8 programs in 24
44 CFR part 5, subpart.
45

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1 (a) Annual income means all amounts, monetary or not, which:

- 2 (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or
3 to any other family member over the age of eighteen (18); or
4
5 (2) Are anticipated to be received from a source outside the family during the
6 twelve (12) month period following admission or annual reexamination
7 effective date; and
8
9 (3) Are not specifically excluded in paragraph (c) of this section.
10
11 (4) Annual income also means amounts derived during the twelve (12) month
12 period from assets to which any member of the family has access.
13

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

- 15
16 (1) The full amount, before any payroll deductions, of wages and salaries,
17 overtime pay, commissions, fees, tips and bonuses, and other compensation for
18 personal services;
19
20 (2) The net income from the operation of a business or profession. Expenditures
21 for business expansion or amortization of capital indebtedness shall not be used
22 as deductions in determining net income. An allowance for depreciation of
23 assets used in a business or profession may be deducted, based on straight line
24 depreciation, as provided in Internal Revenue Service regulations. Any
25 withdrawal of cash or assets from the operation of a business or profession will
26 be included in income, except to the extent the withdrawal is reimbursement
27 of cash or assets invested in the operation by the family;
28
29 (3) Interest, dividends, and other net income of any kind from real or personal
30 property. Expenditures for amortization of capital indebtedness shall not be
31 used as deductions in determining net income. An allowance for depreciation is
32 permitted only as authorized in paragraph (b)(2) of this section. Any
33 withdrawal of cash or assets from an investment will be included in income,
34 except to the extent the withdrawal is reimbursement of cash or assets
35 invested by the family. Where the family has net family assets in excess of
36 \$5,000, annual income shall include the greater of the actual income derived
37 from all net family assets or a percentage of the value of such assets based on
38 the current passbook savings rate, as determined by HUD;
39
40 (4) The full amount of periodic amounts received from Social Security, annuities,
41 insurance policies, retirement funds, pensions, disability or death benefits, and
42 other similar types of periodic receipts, including a lump-sum amount or
43 prospective monthly amounts for the delayed start of a periodic amount
44 (except as provided in paragraph (c)(14) of this section);
45

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- 1 (5) Payments in lieu of earnings, such as unemployment and disability
2 compensation, worker's compensation and severance pay (except as provided in
3 paragraph (c)(3) of this section);
4
- 5 (6) *Welfare assistance payments.*
6
 - 7 (a) Welfare assistance payments made under the Temporary Assistance for
8 Needy Families (TANF) program are included in annual income only to
9 the extent such payments:
10
 - 11 (1) Qualify as assistance under the TANF program definition at
12 45 CFR 260.31; and
13
 - 14 (2) Are not otherwise excluded under paragraph (c) of this
15 section.
16
 - 17 (b) If the welfare assistance payment includes an amount specifically
18 designated for shelter and utilities that is subject to adjustment by the
19 welfare assistance agency in accordance with the actual cost of shelter
20 and utilities, the amount of welfare assistance income to be included
21 as income shall consist of:
22
 - 23 (1) The amount of the allowance or grant exclusive of the
24 amount specifically designated for shelter or utilities; plus
25
 - 26 (2) The maximum amount that the welfare assistance agency
27 could in fact allow the family for shelter and utilities. If
28 the family's welfare assistance is ratably reduced from the
29 standard of need by applying a percentage, the amount
30 calculated under this paragraph shall be the amount
31 resulting from one application of the percentage.
32
- 33 (7) Periodic and determinable allowances, such as alimony and child support
34 payments, and regular contributions or gifts received from organizations or
35 from persons not residing in the dwelling;
36
- 37 (8) All regular pay, special pay and allowances of a member of the Armed Forces
38 (except as provided in paragraph (c)(7) of this section).
39
- 40 (9) Any financial assistance, in excess of amounts received for tuition, that an
41 individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et*
42 *seq.*), from private sources, or from an institution of higher education (as
43 defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be
44 considered income to that individual, except that financial assistance described
45 in this paragraph is not considered annual income for persons over the age of

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1 twenty-three (23) with dependent children. For purposes of this paragraph,
2 “financial assistance” does not include loan proceeds for the purpose of
3 determining income.
4

5 (c) Annual income does not include the following:

- 6
- 7 (1) Income from employment of children (including foster children) under the age
8 of eighteen (18) years;
9
- 10 (2) Payments received for the care of foster children or foster adults (usually
11 persons with disabilities, unrelated to the lessee family, who are unable to live
12 alone);
13
- 14 (3) Lump-sum additions to family assets, such as inheritances, insurance payments
15 (including payments under health and accident insurance and worker’s
16 compensation), capital gains and settlement for personal or property losses
17 (except as provided in paragraph (b)(5) of this section);
18
- 19 (4) Amounts received by the family that are specifically for, or in reimbursement
20 of, the cost of medical expenses for any family member;
21
- 22 (5) Income of a live-in aide, as defined in 24 CFR § 5.403;
23
- 24 (6) Subject to paragraph (b)(9) of this section, the full amount of student financial
25 assistance paid directly to the student or to the educational institution;
26
- 27 (7) The special pay to a family member serving in the Armed Forces who is
28 exposed to hostile fire;
29
- 30 (8) Additional Amounts Not Included:
31
- 32 (a) Amounts received under training programs funded by HUD;
33
- 34 (b) Amounts received by a person with a disability that are
35 disregarded for a limited time for purposes of Supplemental
36 Security Income eligibility and benefits because they are set
37 aside for use under a Plan to Attain Self-Sufficiency (PASS);
38
- 39 (c) Amounts received by a participant in other publicly assisted
40 programs which are specifically for or in reimbursement of out-
41 of-pocket expenses incurred (special equipment, clothing,
42 transportation, child care, etc.) and which are made solely to
43 allow participation in a specific program;
44

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(d) 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 CRHC or property owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, lawn maintenance, resident initiatives coordination, and serving as a member of the CRHC's governing board. No resident may receive more than one such stipend during the same period of time;

(e) 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

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1 of assistance programs that includes assistance under any program to which the
2 exclusions set forth in 24 CFR 5.609(c) apply.

- 3
4 (d) *Annualization of income.* If it is not feasible to anticipate a level of income over a
5 twelve (12) month period (*i.e.*, seasonal or cyclic income), or CRHC believes that past
6 income is the best available indicator of expected future income, CRHC may annualize
7 the income anticipated for a shorter period, subject to a re-determination at the end
8 of the shorter period.
9

10 2. Adjusted Income

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

- 13
14 (a) YOUTHS, STUDENTS, AND PERSONS WITH DISABILITIES- \$480 for each member of the
15 family residing in the household (other than the head of the household or the spouse of
16 the head of the household)-

17 (1) who is under eighteen (18) years of age; or

18
19 (2) who is eighteen (18) years of age or older and a person
20 with disabilities or a full-time student.

- 21
22 (b) ELDERLY AND DISABLED FAMILIES- \$400 for an elderly or disabled family.

- 23
24 (c) MEDICAL AND ATTENDANT EXPENSES- The amount by which three percent (3%) of the
25 annual income of the family is exceeded by the aggregate of-

26 (1) medical expenses, in the case of an elderly or disabled family; and

27 (2) reasonable attendant care and auxiliary apparatus expenses for each family
28 member who is a person with disabilities, to the extent necessary to enable any
29 member of the family (including a member who is a person with disabilities) to
30 be employed.

- 31
32 (d) CHILD CARE EXPENSES- Child care expenses for the care of children under the age of
33 thirteen (13) to the extent necessary to enable another member of the family to be
34 employed or to further his or her education.

- 35
36 (e) EARNED INCOME OF MINORS- The amount of any earned income of any member of the
37 family who is less than eighteen (18) years of age.
38

39 3. Children

40 Persons under eighteen (18) years of age or under twenty-four (24) years of age if living at
41 home and is a full time student as defined in this section.
42

43 4. Client

A person who is receiving the benefits, services, etc., of a social welfare agency, a
government bureau, etc.

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5. Criminal Activity

Criminal Activity is defined as NOT complying with ALL LAWS, including Federal, State, Tribal, County, or City. In order to be engaged in Criminal Activity, a conviction in a court of law does NOT need to occur when substantial evidence is available. Many times neighbors are scared of others engaging in Criminal Activity and will not report them. When the CRHC is aware of non-compliance with ANY LAW, it will consider the action as “Criminal Activity.”

6. Damage

The term ‘Damage’ means depreciation of property beyond *Normal Wear and Tear*. Damage may be intentional, accidental, or simply accrue at an accelerated rate due to extended or high impact use beyond *Normal Wear and Tear*.

7. Disabled Family

Family in which there is a person with disabilities as defined in this section.

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

9. 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.

10. Elderly Person

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

11. Extended Family

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

12. 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);

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(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 recognized domesticated partnership with or without children (i.e., grandparents, parents, and children in one household).

13. Firearms

The term "firearms" includes any rifle, shotgun, handgun, or explosive.

14. Fraud

Deceit, trickery, sharp practice, or breach of confidence, perpetrated for profit or to gain some unfair or dishonest advantage. In example, failing to disclose household composition or failing to report all income.

15. 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. While a full time student may be a high school student attending an accredited high school full time in the process of earning a diploma, a full time student is NOT a person who studies for his/her GED (in other words, a person who drops out of high school who is at least eighteen (18) years old and is studying for his/her GED is not considered a Child as defined in this section).

16. Head of Household

The term "Head of Household" means, the adult member of the Family who is actually accountable for the Family. The "Head of Household" also assumes legal and moral responsibility for the household. Furthermore, the "Head of Household" must be eighteen (18) years of age or legally emancipated by the State.

17. HUD

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

18. Illegal Occupant

The term "Illegal Occupant" means, a person who is occupying a unit and who is NOT a member of the family as specified in the current Household Composition Form signed by the Lessee and whose presence in the unit has NOT been authorized by the CRHC.

19. Indian

Any person recognized as being an Indian or Alaska Native by an Indian Tribe, the Federal government, or any state.

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1 **20. Indian Service Area**

2 CRHC's Indian Service Area is the jurisdiction authorized by the Mechoopda Indian Tribe for
3 CRHC to operate affordable housing programs. Each program may have a different Indian
4 Service Area as defined in the annual Indian Housing Plan. The CRHC's defined Indian Service
5 Area for the Lease to Own Program consists of the California Counties of Butte, Tehama, and
6 Glenn.

7
8 **21. Indian Tribe**

9
10 (a) The term '*Indian tribe*' means a tribe that is a federally recognized tribe or a State
11 recognized tribe.

12
13 (b) The term '*federally recognized tribe*' means any Indian tribe, band, nation, or other
14 organized group or community of Indians, including any Alaska Native village or regional
15 or village corporation as defined in or established pursuant to the Alaska Native Claims
16 Settlement Act, that is recognized as eligible for the special programs and services
17 provided by the United States to Indians because of their status as Indians pursuant to
18 the Indian Self-Determination and Education Assistance Act of 1975.

19
20 (c) The term '*State recognized tribe*' means any tribe, band, nation, pueblo, village, or
21 community that has been recognized as an Indian tribe by any State and for which an
22 Indian Housing Authority has, before the effective date under section 705 of NAHASDA,
23 entered into a contract with HUD pursuant to the United States Housing Act of 1937 for
24 housing for Indian families and has received funding pursuant to such contract within the
25 5-year period ending upon such effective date.

26
27 **22. Lessee**

28 The person who rents land or property from a lessor.

29
30 **23. Low Income Family**

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

34
35 **24. Mechoopda Tribal Family**

36 The term 'Mechoopda Tribal Family' means a family whose head of household is a member
37 of the Mechoopda Indian Tribe of Chico Rancheria, California.

38 **25. Median Income Limits**

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

41 (a) The median income limits for the county, or

42 (b) The US median income limit

43
44
45 **26. Moderate Income Family**

46 The term '*moderate-income family*' means a family whose income is between eighty and
47 one-hundred percent (80% and 100%) of the median income limit, as determined by HUD with
48 adjustments for smaller and larger families.

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27. Non-Routine Maintenance

Non- routine maintenance includes any and all unforeseen damages that require repair, and any maintenance or repair associated with Normal Wear and Tear. Examples include replacing appliances, paint, fixing the heating system should it break, and other non-routine maintenance activity that a homeowner encounters during homeownership.

28. Normal Wear and Tear

The term ‘Normal Wear and Tear’ is the depreciation of property that naturally and inevitably occurs as a result of normal use or aging. It can also be explained as deterioration that occurs based upon the use for which the dwelling unit was intended, without negligence, carelessness, accident, abuse, or intentional damage of the premises / equipment by the lessee or by any other person in the dwelling unit or on the premises. Un-cleanliness does **NOT** constitute “*Normal Wear and Tear*”.

29. Occupant

A lessee of a house, estate, office, etc.; resident.

30. 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.
- (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.
- (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

Lease to Own Program Policy

1 (2) Any mental or psychological condition, such as mental retardation, organic
2 brain syndrome, emotional or mental illness, and specific learning
3 disabilities.

4 (3) The term “ *physical, mental, or emotional impairment* ” includes, but is
5 not limited to, such diseases and conditions as orthopedic, visual,
6 speech, and hearing impairments, cerebral palsy, autism, epilepsy,
7 muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes,
8 Human Immunodeficiency Virus infection, mental retardation, and
9 emotional illness.

10 **31. Routine Maintenance**

11 Routine maintenance includes good housekeeping plus the supplying the labor and materials
12 in order to maintain the property is the same condition and appearance as it was when the
13 Lessee moved in. Examples include cleaning gutters, mowing lawns, washing windows,
14 replacing fuses in air conditioning units, and any other maintenance activity that a
15 homeowner encounters during homeownership.
16

17 **32. Self-Sufficiency Plan**

18 A plan that a participant develops in consultation with the CRHC outlining specific goals and
19 achievements that will prepare the family to sustain without further assistance over a
20 realistic time frame.
21

22 **33. Signatory**

23 A signer, or one of the signers, of a document.
24

25 **34. Visitor**

26 The term “*visitor*” means, a person who is temporarily residing in a Dwelling unit with a Family
27 for a period of time **NOT** exceeding fourteen (14) calendar days during any given calendar year
28 period. Persons residing longer than fourteen (14) calendar days shall be determined to be
29 “*Illegal Occupants*”.
30

31 **35. Waiting List**

32 A list used to rank need based on a points scoring system when funding is minimal or
33 unavailable and/or when housing is unavailable.
34
35
36
37
38

39 **B. Program Specific Eligibility and Admission Evaluation Criteria**

40 In addition to the applicable criteria set forth within the CRHC Eligibility and Admission Policy,
41 applicants must be members of the Mechoopda Indian Tribe of Chico Rancheria, California,
42 and the following additional criteria apply.
43

44 **1. Good Tenant Requirement**
45

Lease to Own Program Policy

1 (a) Applicants, including program transferring applicants, must demonstrate to CRHC that
2 they have a record of being a Good Tenant. This is can be accomplished by one or more
3 of the following ways:

4 (1) Low-Income Rental Program transferring applicant requirements:

5 (a) Fulfill the requirements defined as a “Good Tenant” within the CRHC
6 Low-Income Rental Program Policy at the time they apply to the Lease
7 to Own program.
8

9 (2) Tenant Based Rental Assistance Program transferring applicant requirements:

10 (a) Twenty-four (24) months in continuous good standing within the CRHC
11 Tenant Based Rental Assistance Program; and

12 (b) Resided as a Lessee at the same unit for at least twenty-four (24)
13 consecutive months at the time the tenant is applying to the Lease to
14 Own Program; and

15 (c) An affidavit from the current landlord indicating that the tenant did
16 not receive any non-compliance notices under the current lease and
17 paid rent in full by the due date in accordance with the lease without
18 notice; and

19 (d) Must successfully pass annual inspections at the current unit and pass
20 additional inspection(s) by CRHC during the evaluation to determine
21 eligibility.
22

23 (3) Non-Program Applicants:

24 (a) At least twenty-four (24) months continuously residing at the same unit
25 at the time the tenant is applying for the Lease to Own Program; and

26 (b) An affidavit from the current landlord indicating that the tenant did
27 not receive any non-compliance notices under the current lease and
28 paid rent in full by the due date in accordance with the lease

29 (c) Must successfully pass additional inspection(s) by CRHC during the
30 evaluation to determine eligibility.
31
32
33

34 2. Income Limits

35 (a) Maximum Income Limits. In order to determine Maximum Income Limits for Eligibility to
36 the Lease to Own Program, CRHC shall use HUD’s annually published income limits based
37 on household size as applicable with the definition of *median income* found at 24 CFR
38 1000.10. as the greater of: (1) The median income for the counties, previous counties,
39 or their equivalent in which the Indian area is located: or (2) The median income for the
40 United States. The Maximum Income Limit for admission into the Lease to Own Program
41 is eighty percent (80%) of median income.
42
43
44

Lease to Own Program Policy

1 (b) Minimum Income Limits. Minimum Income criteria also apply in the determination of
2 eligibility for the Lease to Own Program. In such cases, thirty percent (30%) of the
3 household adjusted income must meet or exceed the sum of the principle payment,
4 administrative fee, and projected maintenance costs both routine and non-routine,
5 which shall be no less than \$200 per month subject to change at any time by the Board
6 through amendment. A household budget must be prepared in consultation with CRHC
7 with the monthly set aside allocation that will be used for maintenance. Applicants may
8 not be put on the waiting list with an adjusted income below this applicable income
9 limit.

10 11 3. Pre-Admission Counseling and Family Self-Sufficiency Plans

12
13 (a) Prior to being determined eligible for the Lease to Own Program and being placed on the
14 waiting list, pre-admission counseling is required. The CRHC or its agent shall provide
15 counseling to applicants to ensure a full understanding of their financial, maintenance,
16 and social responsibilities and to determine if the Lease to Own Program is, in fact, the
17 proper program for the Lessee to participate in. During such counseling, the CRHC shall
18 describe the homeownership program and the requirements as well as answer questions.

19
20 (b) The pre-admission counseling will include credit counseling, credit repair, household
21 budgeting, homeownership maintenance and planning, and other related skills required
22 for successful homeownership. The applicant is also required to develop a Self-Sufficiency
23 Plan that the head of household will develop in consultation with the CRHC. In order to be
24 determined eligible for the Lease to Own Program and be admitted to the Waiting List, an
25 applicant must have a current and approved Self-Sufficiency Plan on file. Elders and
26 disabled persons are exempt from this requirement, yet are encouraged to develop a Self-
27 Sufficiency Plan if they chose.

28 29 4. Unit Size & Family Composition

30
31 (a) In order to be admitted to the Lease to Own Program, the unit size must accommodate
32 the family size. The unit must have a minimal number of bedrooms so that no more than
33 two persons shall be required to occupy one bedroom. In example, a family of six (6) is
34 the largest family eligible to be admitted to a 3-bedroom unit.

35 36 5. Waiting List & Ranking Points

37 The following points shall be used to determine rank on the Lease to Own waiting list. Tribal
38 preference shall be given to each Mechoopda Family with one-hundred (100) points.
39 Additional points shall be earned at a rate of one (1) point per month the applicant is within
40 a CRHC administered program holding a consecutive status as a Good Tenant at the time the
41 application is processed.

42 43 LEASE TO OWN WAITING LIST SELECTION PREFERENCE: # OF POINTS:

44		
45	Mechoopda Tribal Family	100
46	No. of Months in as a Good Tenant within a CRHC Program	1
47	(1 point per Month)	

Lease to Own Program Policy

Applicant refuses 2 units

-100

6. Selection & Admittance from the Waiting List

Selecting applicants from the waiting list shall be conducted in accordance with the CRHC Eligibility and Admission Policy based on offering the next available unit to the applicant on the Waiting List with the most points. In the case when two or more applicants score the same amount of individual program Waiting List points and if each application is completely processed on the same date, the completed application that was submitted to CRHC first shall be given preference. In the event both were submitted at the same time, the Executive Director will take into consideration both family compositions and select the most suitable family to be placed in the unit.

7. Program Transfer in the Same Unit

When a household currently resides within a CRHC Low-Income Rental Unit that is a single family home and the family is determined eligible for the Lease to Own program, the family is exempt from the Waiting List and may convert to the Lease to Own program without moving into another unit. If the family requests a different unit than the one they are residing in, however, they are not exempt from the Waiting List and must be admitted to the program and be selected from the Waiting List.

C. COUNSELING

1. Lessee Obligations

Lessees are required to participate in and cooperate fully with ALL mandatory counseling sessions. The CRHC or its agent shall provide counseling to Lessees to ensure a full understanding by Lessees of their financial, maintenance, and social responsibilities under the Lease Purchase Agreement. The level of counseling varies among Lessees. While some may need to meet several times per year, others will not be required to meet as often. However, each Lessee shall attend at least one counseling session every six months.

2. Pre-Occupancy Counseling

Pre-Occupancy Counseling sessions are held to ensure potential Lessees fully understand the Lease to Own Program for which they applied and their obligations and responsibilities under that program.

(a) Orientation. The Pre-Occupancy Counseling session is also known as "Orientation" and takes place prior to execution of the Lease Purchase Agreement.

(1) Orientation prior to the execution of the Lease Purchase Agreement includes:

- (a) Program requirements and procedures of the Lease to Own Program.
(b) Transferring Water, Trash Service, and Power & Gas into the lessee's name.
(c) Record keeping.

(2) Orientation during the move-in includes:

Lease to Own Program Policy

- (a) The proper use of appliances and equipment.
- (b) Proper homecare procedures, including upkeep, cleaning, etc...
- (c) Proper yard upkeep procedures, if applicable.
- (d) How to locate and switch off utility services (i.e., water shut off valves, gas shut off valves, circuit breaker panels, etc.).

3. Mandatory Self-Sufficiency Counseling

Self-Sufficiency Counseling includes continuous counseling sessions until the unit is conveyed to the Lessee. The counseling sessions focus on a variety of issues such as: follow up on progress of the Self-Sufficiency Plan, program requirements, proper use of the dwelling unit, proper maintenance of the dwelling unit, budgeting, housekeeping, etc. Some Lessees will require more counseling than others; however, each Lessee shall meet with CRHC at least every six months to go over the program and the individual account until the unit is conveyed. The types of counseling are further detailed below.

- (a) **Employment/Skills Counseling.** This type of counseling involves follow up with the person to provide information on employment opportunities.
- (b) **Use and Maintenance Counseling.** This includes instructions on the proper use of appliances and equipment. This can either be at their request and / or when it becomes evident that a lessee is NOT properly using or maintaining his / her dwelling unit and CRHC intervention is necessary.
- (c) **Budget Counseling.** This is provided to future homeowners and is necessary to insure that the family is budgeting the necessary funds for maintenance, including taxes and insurance when the home is conveyed. Budget counseling attempts to provide realistic budget advice that is within the Lessee's income.

4. Failure to Attend and/or Perform

Failure to attend or participate in ALL mandatory counseling sessions constitutes a breach of the Lease Purchase Agreement and is grounds for Termination of the Lease Purchase Agreement and Eviction. Failure to perform on all steps, objectives, and goals of the Family Self-Sufficiency Plan constitutes a breach of the Lease Purchase Agreement and is grounds for Termination of the Lease Purchase Agreement and Eviction.

D. LESSEES' GENERAL RESPONSIBILITIES

1. Responsibility to Tribe

Lessees and CRHC are jointly responsible to the Tribe, and future generations, for ensuring that the Tribes housing assets are used properly and well maintained.

2. Respect to CRHC

Lease to Own Program Policy

1 (a) It is the responsibility of each Lessee to show respect to CRHC and appreciation for his
2 / her low housing cost by keeping his / her unit and grounds in a decent, safe, and
3 sanitary condition at ALL times.
4

5 (b) In the event any Lessee, family member, or guest disrespects any CRHC board member
6 or staff by verbal threat, physical action, or a variety of intimidation, such action shall
7 constitute immediate Termination of the Lease Purchase Agreement and Eviction.
8

9 3. Principal Place of Residence

10 (a) As a condition of occupancy, Lessees are required to use the assigned dwelling unit
11 as their "PRINCIPLE" residence during the term of the Lease Purchase Agreement.
12

13 (b) Dwelling units are for the sole use of the residents specifically listed on the most
14 recent household composition form.
15

16 (c) Lessees shall **NOT** use, or permit the use of the dwelling, for any other purpose.
17
18

19 4. Misuse of Dwelling Unit.

20 Instances of serious abuse or misuse of the dwelling unit (i.e., **NOT** using it as one's *Principal*
21 *Residence*) is cause for Termination of the Lease Purchase Agreement and Eviction.
22

23 E. LESSEES' FINANCIAL OBLIGATIONS AND RESPONSIBILITIES

24 1. General.

25
26 (a) Prior to occupancy of a dwelling unit, the Lessee shall execute a Lease Purchase
27 Agreement. This is a legally binding agreement which describes the rights, duties,
28 obligations, and responsibilities of the Lessee.
29

30 (b) The Lease Purchase Agreement shall be executed in DUPLICATE with an original going
31 to the Lessee's permanent CRHC file, an original going to the Lessee for his / her
32 records, and a copy going to CRHC's agent file, if applicable.
33

34 (c) The person(s) who execute the Lease Purchase Agreement shall be held responsible for
35 the actions of their family members, children, other residents, and guests while they
36 lease the Lease to Own unit.
37

38 2. Signatures.

39 At the time of admittance, the eligible tribal member, usually the Head of Household, is
40 required to sign the Lease Purchase Agreement. The CRHC Executive Director, as the
41 contracting officer, shall sign the agreements on behalf of CRHC.
42

43 3. Security Deposit

44 Lessees in the Lease to Own Program are not required to pay a Security Deposit.
45

46 4. Payoff Amount and Monthly Payments

Lease to Own Program Policy

1
2 (a) Principle Purchase Price

3 The purchase price shall be based on the total cost of the unit. The total cost of the unit
4 shall include the total purchase price and all the original closing costs including upfront
5 insurances and taxes paid at the original closing when the Tribe purchased the unit.
6 When this figure is ambiguous due to the nature or history of the project, the unit's share
7 of the total development cost of the project shall be used as the principle purchase price
8 or other reasonable figure.
9

10 Example:

11
12 Purchase Price of Home = \$220,000
13 + Closing = \$ 10,000
14 Lease to Own Principle = \$230,000
15

16 (b) Administrative Fee

17 While there is no interest attached to this program, a ten percent (10%) administrative
18 fee is charged to the Lease to Own Principle over the period of the lease term. This
19 amount is added to the monthly payment over the course of the lease.
20

21 Example:

22
23 Lease to Own Principle = \$230,000
24 Administrative Fee = \$ 23,000
25 Total Payoff Amount = \$253,000
26

27 (c) Lease Term, Amortization Schedule, & Monthly Payment

28 The term of the lease and corresponding amortization schedule shall be based on the
29 principle purchase price.
30

31 (1) In the example given above, the principle amount is \$230,000. This figure is then
32 divided by the number of months it will take to reduce the principle to zero,
33 which shall be equivalent the term (number of months) of the Lease Purchase
34 Agreement. Terms can be flexible when entering into the Lease Purchase
35 Agreement and can range up to a maximum of thirty (30) years (360 months).
36

37 (2) Continuing with the example given, by dividing the principle amount (\$230,000)
38 by the number of months (360) the monthly principle payment is established. In
39 this case, it equals \$638.89 per month.
40

41 Example: $\$230,000 \text{ principle} / 360 \text{ months} = \638.89 per month
42

43 (3) The administrative fee is equal to ten (10%) of the principle (\$23,000) or \$63.89
44 per month.
45

46 Example: $\$230,000 \times 0.10 = \$23,000; \$23,000 / 360 = \63.89 per month
47

48 (4) The total monthly payment sums to \$702.78. This figure cannot exceed thirty
49 percent (30%) of adjusted household income.

Lease to Own Program Policy

Example: $\$638.89 + 63.89 = \702.78

5. Taxes

CRHC shall file appropriate tax exemptions and or make payments in lieu of taxes during the term of the lease. Once the home is conveyed, taxes will become the responsibility of the home owner. While during the term of the lease, when the Lessee is in the program, the unit may be tax-exempt. However, once the home is conveyed, there is no exemption for the homeowner.

6. Insurance

(a) **CRHC Responsibilities.** CRHC shall provide adequate hazard insurance during the term of the lease. The insurance covers damage to the structure from fire or other hazard, but does not cover the loss of household or personal items in the Housing Unit. It is important to note that that coverage is for repair / replacement of the “*structure*” ONLY in the event of natural disaster (i.e., fire, earthquake, flood, etc...) and *NOT* the “*personal contents*” of the lessee.

(b) **Lessee Responsibilities.** If Lessee wants additional insurance to cover household or personal items in the Housing Unit, he or she must acquire and pay for the additional insurance at his or her own expense. It is the responsibility of the Lessee to obtain their own personal property / contents insurance.

(c) **Liability Disclaimer.** CRHC is not responsible for obtaining insurance beyond the basic hazard insurance, and Lessee acknowledges this in the Lease Purchase Agreements and will not seek to hold CRHC liable for any damage for household or personal items or unapproved additions to the Housing Unit. CRHC shall *NOT* be held legally responsible for any injuries or damages, resulting from the Lessee’s, guests, other persons under the control of the Lessee, or the dwelling unit’s occupant’s acts, actions or failure to act. Such instances shall be considered the Lessee’s negligence.

7. Payments.

(a) **General.** Per the terms and conditions laid out in the Lease Purchase Agreement, monthly rent payments are to be paid to the CRHC or its agent PROMPLTY when due.

(b) **Payment Due Date.**

(1) Per the Lease Purchase Agreement, Rent is due and payable to the CRHC or its agent on the 1st day of each month.

(2) **NOTE: NO BILLING OR PRIOR NOTICE WILL BE PROVIDED TO LESSEES**

(c) **Payment Method.**

(1) The CRHC or its agent does *NOT* accept “*cash*” payments from lessees.

Lease to Own Program Policy

1
2 (2) ALL payments shall be in the form of a “*Personal Check*”, “*Bank Check*”
3 (Cashiers) or “*Money Order*” and made payable to the CRHC or its agent - when
4 applicable.

5
6 (d) **Not Sufficient Funds (NSF) Checks.**
7

8 (1) In the event a Lessee makes payment, by use of a “*Personal Check*” and that
9 check is returned by the bank for “*Not Sufficient Funds (NSF)*”, the Lessee shall
10 repay the **CRHC or its agent** the amount of the original check(s) plus the cost of
11 the service charge in accordance with current California Law for each subsequent
12 check passed on insufficient funds. CRHC staff or its agent shall immediately
13 notify the lessee of their check’s status.
14

15 (2) The CRHC or its agent shall **NOT** accept future payment in “*Personal Checks*”,
16 from those Lessees whose checks bounce due to NSF. Such Lessees shall be
17 required to make future payments via “*Bank Checks*” (Cashiers) or “*Money*
18 *Orders*”. An exception may be made after twelve (12) months, provided
19 adequate budget counseling has occurred during that time period.
20

21 (3) NSF Checks result in the CRHC or its agent **NOT** receiving its payment when due.
22

23 (e) **CRHC (or agent) Actions Following Late Payments.**
24

25 (1) Rent payments **NOT** received by the close of business on the 5th day of the month
26 shall be considered DELINQUENT.
27

28 (2) Should a Lessee’s account become DELINQUENT, the **CRHC’s** staff or its agent
29 shall attempt to collect and / or terminate the Lessee’s Lease Purchase
30 Agreement.
31

32 (3) In summary, this includes:
33

34 (a) **When No Payment is Received by 5th of the Month:**
35

36 (1) If payment has **NOT** been received by the close of business on the
37 5th of the month, the appropriate staff or agent shall prepare and
38 serve a **Three (3) Day Pay or Vacate Notice (Pay or Quit Notice)** on
39 **or after the 6th of the month.**
40

41 (2) The Notice shall be served to an adult at the unit by CRHC staff or
42 its agent in person or fixed to the front door of the unit and mailed
43 to the Lessee via Regular First Class Mail.
44

Lease to Own Program Policy

1 (3) The CRHC staff or its agent shall also immediately complete a Legal
2 Proof of Service Document.

3
4 (4) If the Lessee has made payment, and feels the CRHC staff or its agent
5 has served such notice in error, the Lessee is encouraged to contact
6 the CRHC or its agent to discuss the error. If the Lessee has
7 legitimate proof of payment and is not satisfied with the discussion,
8 the Lessee's only other option is to file a request for a grievance
9 hearing in accordance with the CRHC Grievance Policy. A drop mail
10 slot is located in the front door of the CRHC office should the office
11 be closed.

12
13 (b) Expiration of Notice.

14
15 (1) If payment has **NOT** been received by the **expiration of the notice,**
16 **the notice and a copy of the lease** will be submitted to the CRHC's
17 or its agent's attorney and legal action will be taken leading to an
18 Unlawful Detainer.

19
20 (4) The Lessee shall be held responsible for any legal fees incurred by the CRHC or
21 its agent with regards to the TERMINATION / EVICTION action. Tribal Revenue
22 Share Disbursements and wages can be garnished to collect any and all amounts
23 owed to the CRHC, if applicable.

24
25 (5) Any costs accrued in renovating the Lessee's former dwelling including Normal
26 Wear and Tear in order for the CRHC to move in a new Lessee shall be the
27 responsibility of the former Lessee.

28
29 (f) **Late Fees.**

30
31 (a) Rent payments, **NOT** received by close of business on the **5th** day of the month,
32 are considered DELINQUENT and subject to a twenty five dollar (**\$25**) **Late Fee.**

33
34 **8. Recertification of Income**

35
36 (a) Once an applicant is admitted to the Lease to Own program, the household's income will
37 not be recertified. The Monthly Payment and Purchase Price will not change even if
38 Lessee's income increases.

39
40 (b) If a Lessee's income decreases and he or she believes that the required Monthly Payment
41 exceeds thirty percent (30%) of his or her adjusted monthly income, he or she may
42 request a re-certification of income.

43
44 (c) Upon recertification, if the required Monthly Payment exceeds thirty percent (30%) of
45 his or her adjusted income, the Lease Purchase Agreement shall immediately be
terminated and the Lessee will be mandatorily transferred into the Low-Income Rental

Lease to Own Program Policy

Program and given the opportunity to enter into a Low-Income Rental Agreement. Following the Self-Sufficiency Plan and cooperating with Housing Counseling should ensure this program transfer is avoided.

9. Changes in Status.

Changes, modifications, and amendments to the Lease Purchase Agreement.

(a) Lessee.

(1) If the Lease to Own Program Lessee (head of household, spouse or significant other) dies, divorces, separates or otherwise changes, then the existing Lease Purchase Agreement shall be voided and a new one executed by a remaining adult member of the household, provided that person is eligible for the program in accordance with this policy. In this case, the term and principle at the time of the incident shall be transferrable.

(b) CRHC.

- (1) The CRHC may change, revise or adopt new policies which affect the Lessee's obligations and requirements under the current Lease Purchase Agreement.
(2) The CRHC may adopt new a Lease Purchase Agreement and enforce the execution of such agreement by termination of the existing agreements in accordance with current California Law, provided, however, that ALL Lessees in the program are subject to the enforcement of a new Lease Purchase Agreement.

10. Payment Plans

CRHC does not accept payment plan proposals under the Lease to Own Program.

11. Sub-leasing

Lessee agrees not to transfer, assign, or sublet the premises or any part thereof and hereby appoints and authorizes the CRHC as his or her agent and/or by CRHC'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.

12. Guests / Visitors.

Overnight guests can temporarily reside in a dwelling unit with a Family for a period of time NOT exceeding fourteen (14) cumulative calendar days during any given calendar year period. Persons residing longer than fourteen (14) calendar days shall be determined to be "Illegal Occupants."

13. Illegal Occupants

(a) General. Guest(s) staying over fourteen (14) cumulative calendar days during any calendar year period shall be considered illegal occupants.

CHICO RANCHERIA HOUSING CORPORATION

Lease to Own Program Policy

1 (b) **Accommodations.** Lessees are *NOT* allowed to give accommodations to individuals other
2 than those identified on the most recent Household Composition Form.

3
4 (1) Failure, of the Lessee, to notify the CRHC of changes on the Household
5 Composition Form is a violation of the program.

6
7 (2) Lessees found to be giving accommodations to individuals not on the current
8 Household Composition Form are subject to Termination of their Lease Purchase
9 Agreement and Eviction.

10
11 (c) **Lessee Options.**

12
13 (1) Lessees shall have the opportunity to have those individuals added to the
14 Family Composition as long as the individuals meet the occupancy eligibility
15 criteria.

16
17 (2) If a Lessee desires to add someone to the Household Composition after move-in
18 and submits a WRITTEN Request to that effect, the request shall be reviewed
19 by the CRHC Staff.

20
21 (3) The review / approval provisions, outlined in CRHC's Eligibility and Admission
22 Policy, shall be applied here. This includes, but is *NOT* limited to:

23
24 (a) The Lessee completing a new Household Composition form.

25
26 (b) The CRHC shall conduct a criminal history record search, and, if
27 applicable shall conduct a National FBI background check. Megan's
28 Law website/s will also be checked prior to any new Family Members
29 being added to the household.

30
31 (c) The proposed new Family Member, over eighteen (18) years of age,
32 must complete the Authorization for the Release of Information form.

33
34 (4) These requirements shall be conveyed to the Lessee by the appropriate staff.

35
36 (5) Proposed new Family Member/s, over eighteen (18) years of age, are subject to
37 the provisions of the CRHC's eligibility criteria. If he / she is found to be
38 "*ineligible*" for housing, based on the criteria of CRHC Policy, then permission
39 to move in shall be denied.

40
41 (d) **CRHC Actions.**

42
43 (1) The CRHC staff shall complete the verifications and other documents necessary
44 to properly evaluate the Lessee's request. The results shall then be forwarded
45 to the Executive Director for final review and approval / denial.

46
47 (2) The CRHC staff shall advise the Lessee, in WRITING, that his / her request to
48 add a new individual(s) to the Household Composition has either been approved
49 or denied.
50

Lease to Own Program Policy

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- (a) If denied, the appropriate staff shall indicate the reason(s) for denial in his / her response to the Lessee.
- (b) Copies of ALL related correspondence shall be filed in the Lessee's permanent CRHC file.

14. Transfers

- (a) **Lease to Own Program Unit Transfers.** Lessees in the Lease to Own Program are not eligible for unit transfers.
- b) **Other Program Transfers.** Lease to Own Lessees who do not wish to continue to participate in the Lease to Own program are welcome to apply to other applicable CRHC programs. In any such case, each applicant must apply in accordance with the eligibility and admission criteria of the program.

15. Utilities

- (a) **Utilities Provided.** The following are the only UTILITIES / SERVICES provided by the CRHC:
 - (1) Common Area Electricity and Water, if applicable
- (b) **Utilities NOT Provided.** The CRHC SHALL NOT provide the following UTILITIES / SERVICES:
 - (1) Electricity/Gas
 - (2) Water/Sewer
 - (3) Trash Service
 - (4) Telephone
 - (5) Cable
 - (6) Internet
- (c) **Requesting Utilities / Services.**
 - (1) The Lessee shall be responsible for requesting services to be started, to his / her unit, directly from the Utility / Service Provider. Such services must be transferred prior to the execution of the Lease Purchase Agreement.
 - (2) Following hook up, the Lessee shall be responsible for the payment of ALL utility bills (including hookup fees) that are *NOT* provided by the CRHC. Such payments shall be made directly to the Utility / Service Provider.

Lease to Own Program Policy

- 1 (3) Electricity, gas, water, sewer, and trash services must be continuously
2 maintained. In the event any such service is interrupted for any reason, CRHC
3 must be immediately notified. Interruption in electricity, gas, water, sewer, or
4 trash services may subject the Lessee to Termination of the Lease Purchase
5 Agreement and Eviction.
6

7 F. LESSEES' SOCIAL OBLIGATIONS AND RESPONSIBILITIES

8 1. Conduct of Family and Guests

9 (a) Criminal Activity.

- 10
11 (1) **Laws** (Federal, State, Tribal, County, City). Lessees, their family members, and
12 their visitors shall comply with ALL LAWS (Federal, State, Tribal, County, City).
13 NOT complying with laws shall be considered "Criminal Activity."
14
15 (2) **Tribal Ordinances.** Lessees, their family members, and their visitors shall
16 comply with ALL Tribal Ordinances dealing with Housing and affecting the use
17 and / or occupancy of the dwelling unit.
18
19 (3) **CRHC Policies.** Lessees, their family members, and their visitors shall comply
20 with ALL CRHC Policies dealing with Housing and affecting the use and / or
21 occupancy of the dwelling unit.
22
23 (4) Lessees, any member of the Lessee's household, Lessee's guest, or any other
24 person under the Lessee's control, shall *NOT* engage in criminal activity,
25 including drug-related criminal activity, on or near the premises.
26
27

28 (b) Drug Use.

- 29
30 (1) Lessees are **NOT** allowed to use or possess illegal drugs within their dwelling units
31 or on the premises of their dwelling unit.
32
33 (2) Lessees found to be using or possessing illegal drugs, within CRHC managed dwelling
34 units, or on the grounds of CRHC managed units, are subject to IMMEDIATE
35 Termination of their Lease Purchase Agreement and Eviction.
36
37 (3) It is **NOT** the policy of the CRHC to wait for Criminal Convictions related to drug
38 use / possession before Termination / Eviction actions are started. "Reasonable
39 proof" that illegal drugs / drug paraphernalia were found in the dwelling unit or
40 on the property is sufficient to move forward with IMMEDIATE Termination of the
41 Lease Purchase Agreement and Eviction. For the purposes of this policy,
42 *Reasonable Proof* can be established when one or more of the following can be
43 established:
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CHICO RANCHERIA HOUSING CORPORATION

Lease to Own Program Policy

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- (i) 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 the CRHC staff or its agent to a law enforcement agency that they observed drugs in a unit and proof of that was later borne out by during 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, use) and Search Warrant was executed and the unit searched by police.
- (ii) A law enforcement agency has conducted a “*field test*” on the suspected drugs, at the dwelling unit, and they determined that drugs were present in the unit.
- (iii) 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.
- (iv) A law enforcement agency has provided the CRHC with copies of Incident Reports / Arrest Records / Drug Test Results that implicate a CRHC Lessee/ unit.

(c) Termination of Lease Purchase Agreement / Eviction Proceedings Regarding Drug Use / Criminal Activity.

- (1) **Notification.** Once the decision to Terminate / Evict has been made, the CRHC Executive Director shall advise the appropriate staff or its agent to draw up the necessary documents required to notify the Lessee of the CRHC’s intentions to move forward with IMMEDIATE Termination of their Lease Purchase Agreement and Eviction. In such cases, the appropriate notice to terminate shall be served in accordance with current California Law.
- (3) **Time Lines.** The above noted actions shall be initiated, by the CRHC or its agent, within twenty-four (24) hours of receipt of “*formal*” notification from Law Enforcement that such a drug related event took place and involved a CRHC leased unit.
- (4) **Supporting Documentation.** Supporting documentation for Drug Use / Possession (as noted in Section II, C. (b) above) must be in place before the Executive Director can direct the staff or agent/s to initiate Termination of the Lease Purchase Agreement and Eviction.

Lease to Own Program Policy

- 1
2 (5) If the Lessee has supporting documentation that the CRHC has made an error,
3 the Lessee's only option is to file a request for a grievance hearing in accordance
4 with the CRHC Grievance Policy.
5

6 2. Disorderly Events - (Reference City of Chico Municipal Code 9.40, 05/16/08) 7

8 (a) **Definition.** "Disorderly event" includes any gathering or congregation of people,
9 whether planned or unplanned, at which the behavior of attendees of the event is violent
10 or otherwise of a nature that creates a danger to the safety of other attendees of the
11 event, the public or public safety officers responding to the event or at which, due to
12 the crowded nature of an event, the officers are unable to obtain access to reported or
13 observed illegal activity or a medical emergency without requiring some or all of the
14 attendees to disperse. "Disorderly event" includes, but is not limited to, an event at
15 which the attendees throw objects that may inflict injury or damage, including but not
16 limited to, rocks, bottles, cans or other objects, missiles or projectiles.
17

18 (b) **Disorderly Event - Order to Disperse.** Police officers responding to a disorderly event
19 may order persons attending the event to disperse when such dispersal is necessary in
20 order to prevent injury to attendees of the event, the public or public safety officers
21 responding to the event, or to allow public safety officers to obtain access to reported
22 or observed illegal activity or a medical emergency. Any person attending a disorderly
23 event who is not domiciled at the location of the event and who is ordered to disperse
24 by a police officer shall do so immediately.
25

26 (c) **Violations - Penalties.** Any person attending a disorderly event who fails to disperse upon
27 an order to do so by a police officer shall be guilty of an infraction.
28

29 (d) **Violators.** Violators shall be subject to Termination of their Lease Purchase Agreement
30 and Eviction.
31

32 3. Parties. 33

34 (a) Lessees shall *NOT* conduct *NOR* permit *Loud Parties* or *Noisy Activities* in their dwelling
35 units or on their dwelling unit property, between the hours of 10 p.m. and 8 a.m.

36 (b) Lessees cited two (2) times for *Loud Parties* or *Noisy Activities*, within a twelve (12)
37 month period, are subject to Termination of their Lease Purchase Agreement and
38 Eviction.
39

40 4. Noise. 41

42 (a) Lessees shall exercise extreme care *NOT* to disturb other residents with *Excessive Noise*,
43 including, but *NOT* limited to that coming from:
44

- 45 (1) Children.

Lease to Own Program Policy

- (2) Pets.
- (3) Yelling/Screaming.
- (4) Amplifiers and Speakers (in the car or home).
- (5) Barking Dogs and other Animal Noises.
- (6) Fire and Burglar Alarm systems.
- (7) Motor Vehicle Engines.
- (8) Motors (i.e., on Snow Mobiles, Motor Cycles, Four Wheelers, etc.).
- (9) Musical Instruments.
- (10) Radios.
- (11) Stereo Systems.
- (12) Televisions.

(b) Lessees cited two (2) times for *Noise Violations*, within a twelve (12) month period, are subject to Termination of their Lease Purchase Agreement and Eviction.

5. Public Disturbances.

(a) Lessees shall *NOT*, engage in or permit their family, friends or guests to engage in any type of *Unlawful or Criminal Activities*, or activities which cause a *Public Disturbance* (i.e., in their yards, on the streets in front of their dwelling unit or in public areas) affecting the rights and comforts of their neighbors and / or surrounding community. The following list constitutes some, but *NOT* ALL, disturbances:

- (1) Disturbing the Peace.
- (2) Discharging Firearms.
- (3) Fighting.
- (4) Public Drunkenness.
- (5) Using Profanity or Vulgar Language.
- (6) Roughhousing.

Lease to Own Program Policy

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(7) Setting off fireworks.

(8) Brandishing a weapon.

(b) Lessees involved in any activity resulting in a police incident report or a citation for *Public Disturbances* are subject to Termination of their Lease Purchase Agreement and Eviction. The severity of the Public Disturbance shall be evaluated in order to proceed with eviction. In some cases, cause for eviction may be supported by one incident, in other cases two (2) repeated incidences within twelve (12) months shall constitute eviction. There shall NOT be any three (3) incidences within twelve (12) months because the Lessee shall have already been evicted after two (incidences) unless such third incident occurs during the eviction process. However, three (3) instances during tenancy (cumulative without a timeframe) shall constitute mandatory eviction.

6. Supervision of Children.

(a) Lessees shall properly supervise their dependent children under the age of eighteen (18) at ALL times or ensure that either a babysitter, sixteen (16) years of age or older, is supervising them at ALL times.

(b) Lessees shall NOT allow their children to play on roofs, in parking spaces, in trees, or other areas where their health and safety are at risk.

(c) Lessees cited two (2) times for *lack of children supervision* within a twelve (12) month period, may be referred to Children Protective Services and are subject to Termination of their Lease Purchase Agreement and Eviction.

7. Violence.

(a) Lessees, any member of the Lessee’s household, guest, or other person under the Lessee’s control shall NOT engage in *acts of violence* or make *threats of violence*.

(b) This includes the unlawful discharge of a firearm in the dwelling unit or on / near the dwelling unit premises.

8. Reporting Problems.

(a) Lessees, who want to report a noise complaint, or pass on knowledge of something illegal in nature, should contact the **City Police Department FIRST**. After the proper law enforcement agency has been notified, then Lessees should contact the CRHC and its agent.

(b) It is the hope of CRHC that Lessees will get along with one another. However, when a problem arises between neighbors, CRHC encourages Lessees to first discuss the matter with their neighbor(s) in an attempt to resolve the issue.

Lease to Own Program Policy

(c) Lessees who are unsuccessful in resolving problems should feel free to turn in a formal complaint to the CRHC or its agent’s office. Such complaints must be in writing and signed. Upon receipt, they shall be processed in accordance with the CRHC’s Policies.

G. KEYS

1. Move-In.

At time of Move-In, Lessees shall be supplied with two (2) sets of keys for each “entry” door of their dwelling unit and at least (1) set of keys for the mailbox, if applicable.

2. Lost Keys.

- (a) When a lessee loses a key, CRHC’s agent shall replace the lost key, upon request. There may, however, be a ten dollar (\$10.00) service fee for each replacement key made.
- (b) If the lessee desires a replacement key, he / she shall contact the CRHC’s agent and notify them of his / her need for a replacement key.
- (c) For security reasons, CRHC or its agent shall only honor requests for replacement keys when that request comes from the unit’s Head of Household.
- (d) Lessees shall pay the ten dollar (\$10.00) service fee at the time the replacement key is provided. A receipt for payment shall be issued to the Lessee. *NO* after the fact billing is allowed for this service.

3. Returning Issued Keys.

- (a) Lessees are required to return ALL keys issued to them in the event of a lease termination.
- (b) Lessees who fail to return keys, at time of Move-Out, are subject to be billed ten dollars (\$10.00) per missing key (to cover replacement costs).

4. Lockouts.

- (a) In the event a Lessee gets locked out, he / she can contact **CRHC’s agent** and ask that the unit be opened for them. Such requests must be from individuals listed on the Household Composition Form.
- (b) Lessees are subject to be billed a thirty-five dollar (\$35.00) service fee each time they request this service.

5. Lock-Sets.

Lease to Own Program Policy

1 If a Lessee breaks or damages a lock-set to the point that it needs to be replaced, they are
2 subject to be billed one hundred fifty dollars (\$150.00) to cover the cost (i.e., labor /
3 materials) of replacing the lock set.
4

5 **6. Changing / Adding Additional Locking Systems.**

6 Lessees are prohibited from changing or adding additional locking systems. If there is a
7 security issue, lessees must report such issue to CRHC immediately.
8

9 **H. HEALTH & SAFETY**

10 **1. Preventive Maintenance-Lessee Responsibilities.**

11 The Head of Household and his / her spouse are responsible for the actions of ALL their family
12 members, friends and guests while they are in the dwelling unit. Lessees shall be held
13 accountable for the destructive actions of their family, friends, and guest's.
14

15
16 (a) **Cleanliness.** Lessees shall keep the premises of their dwelling unit, both inside and out,
17 in a clean and sanitary condition at ALL times.
18

19 (b) **Garbage/Trash Service.**

20
21 (1) The Lessee shall be responsible for acquiring and maintaining trash disposal
22 service. Failure to do so will result in program violation leading to Termination
23 of the Lease Purchase Agreement and Eviction.
24

25 (2) It is also the Lessee's responsibility to separate out recyclable materials from
26 their garbage prior to placing it in appropriate bins.
27

28 (3) Lessees shall *NOT* deposit garbage, refuse, rubbish or cuttings on any street,
29 road, or common properties.
30

31 (4) Lessees shall deposit ALL garbage, refuse, rubbish and cuttings in suitable metal
32 or plastic containers, as provided by the trash service company.
33

34 (c) **Housekeeping.**

35
36 (1) Lessees shall ensure proper housekeeping standards are employed in the upkeep
37 of their unit.
38

39 (2) Housekeeping responsibilities include, but are *NOT* limited to the following:
40

41 (a) Keep common areas (i.e., stairs, hallways, etc.) clean and free of litter.
42

43 (b) Keep ALL rooms in the dwelling clean and sanitary.
44

45 (c) Properly dispose of trash and garbage.
46

47 (d) Keep appliances and equipment clean and sanitary.

Lease to Own Program Policy

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2 (d) **Sanitation.**
3

- 4 (1) The storage of boxes, bottles, cans, equipment or objects that constitute a
5 rodent hazard, in and around the dwelling unit, are **NOT** permitted.
6
7 (2) Objects that collect or hold water on the property that promote mosquito larva
8 are **NOT** permitted.
9
10 (3) Lessees shall refrain from moving furniture, furnishings, and other personal
11 belongings into the dwelling unit that are **NOT** in a clean / sanitary condition.
12 For example, knowingly moving in roach infested belongings.
13
14 (4) Lessees shall keep their dwelling units clean and free of garbage so as to prevent
15 the infestation of cockroaches, vermin, and other pests.
16

17 (e) **Reasonable Care.**
18

- 19 (1) Lessees are required to use reasonable care and keep their dwelling unit in
20 such condition so as to prevent health and sanitation problems from arising.
21
22 (2) Lessees, shall ensure that their guest(s) refrain from destroying, defacing,
23 damaging, vandalizing or removing any part of the tribally owned premises or
24 project.
25

26 (f) **Walls.** In order to minimize damage to walls, Lessees shall use only picture hooks and
27 other wall fasteners that serve for the purpose of hanging pictures, etc.
28

29 (g) **Windows.** Lessees are **NOT** permitted to install additional shades, awnings or window
30 guards that are not installed prior to move-in.
31

32 (h) **Toilets, Sinks, Showers, Baths, Drains.** Lessees shall keep toilets, sinks, showers, baths,
33 and drains in a clean, useable condition and only use appropriately.
34

- 35 (1) Under **NO** circumstances are coffee grounds, cloth, or disposable diapers, sanitary
36 napkins, loose plastic items, or any other such materials to be disposed of in the
37 septic or sewage system.
38

39 (i) **Smoke Detectors and Carbon Monoxide Detectors.** Lessees shall ensure that smoke
40 detectors and carbon monoxide detectors are in proper operating order at ALL times.
41

- 42 (1) If the **RED** light is “*flashing*” and / or the smoke detector “*beeps*” every few
43 seconds, then the battery is low and needs replacement.
44
45

Lease to Own Program Policy

1 (2) Lessees are responsible for the purchase and replacement of smoke detector and
2 carbon monoxide detector batteries (as required).
3

4 (3) Lessees shall *NOT* tamper with, disconnect, or remove smoke detectors and
5 carbon monoxide detectors. Tampering with, disconnecting or removing smoke
6 detectors or carbon monoxide detectors from a dwelling unit are grounds for
7 Termination of the Lease Purchase Agreement and Eviction.
8

9 (j) **Fire Extinguishers.**

10 (1) Lessees shall supply and maintain within the unit has at least one (1) fire
11 extinguisher that is charged and in proper working order accessible near the
12 kitchen area.
13

14 (2) **Location of Extinguishers.** Because fires most often start in the kitchen, fire
15 extinguishers should be mounted or placed somewhere in the kitchen area of
16 each dwelling unit.
17

18 (3) **Demonstrations on Extinguisher Use.** Lessees shall be given a demonstration,
19 on how the fire extinguisher works, during the Move-In Inspection. If, for some
20 reason it is *NOT* done at that time, Lessees may request a demonstration from
21 CRHC staff or its agent at any time by calling the CRHC or its agent and making
22 an appointment.
23

24 (4) **Periodic Inspection of Extinguishers.** CRHC staff or its agent shall ensure that
25 fire extinguishers are in proper operating order. Certified checks shall be
26 conducted annually and/or more frequently as time and resources permit.
27
28

29 **2. Emergencies.**

30 (a) **Emergencies Requiring Notification / Response.**

31 (1) In any life threatening emergency, call 911.
32

33 (2) Emergency notification of CRHC staff and its agent shall be limited to those
34 *Emergencies* affecting housing units that are under administration of the CRHC.
35

36 (3) When a maintenance emergency is identified retain a repair service to fix the
37 problem immediately then report the matter to CRHC's or its agent.
38

39 (4) Examples of some of the more common *Emergencies* that require CRHC and its
40 agent Notification and Responses are:
41

42 (a) *An abandoned unit*
43
44
45

Lease to Own Program Policy

- 1 (b) Dog(s) *barking* incessantly inside the unit with *NO* response from anyone
2 inside.
3
4 (c) A *water* main break (that requires access to the main shut off valve,
5 inside the house, in order to minimize damage).
6
7 (d) *Water* coming from the dwelling unit (that requires access to the main
8 shut off valve, inside the house, in order to minimize damage).
9
10 (e) Window(s) or door(s) that have been broken out (and need to be boarded
11 up to secure the unit).
12
13 (5) Examples of *Emergencies* that require calling **911** then contacting the CRHC and
14 its agent are:
15
16 (a) *Fire / flames* are visible coming from the unit.
17
18 (b) *Smoke* is visible coming from the unit.
19
20 (c) Any Criminal Activity
21

3. Firearms.

22 CRHC management is concerned for the safety and well-being of the communities. It is our
23 hope that by abiding by such a policy, the discharge of firearms can be eliminated.
24

25
26 (a) **General.** Firearms, as defined in this document are prohibited from being used
27 (discharged) in any dwelling unit under management of the CRHC or its agent.
28

29 (b) **Violations.** Should a lessee, a Lessee's family member, or a Lessee's guest get caught
30 *discharging a firearm* or *brandishing a weapon* in a CRHC dwelling unit (or on the
31 dwelling unit property), the Lessee shall be subject to IMMEDIATE Termination of his /
32 her Lease Purchase Agreement and Eviction. Before Termination of the Lease Purchase
33 Agreement and Eviction proceedings can go forward, there must be *third party*
34 *verification* that a Firearm offense (as described above) actually took place. Typically,
35 this will come from the Police Department via a Police Incident Report. Such reports
36 specify the date, time, location and parties involved.
37

4. Burning.

38 Lessees are NOT allowed to burn ANY items inside or outside the dwelling unit except when
39 the unit has a fireplace, woodstove, etc... and only firewood is burned in it. Barbecues used
40 for cooking food are an exception, as long as the barbecue is in proper working order, only
41 used outdoors with adequate ventilation, and an adult supervises the barbecue from start
42 until all burning materials are completely extinguished.
43
44

5. Pets.

45

Lease to Own Program Policy

1 The CRHC intends to provide a decent, safe, and sanitary living environment for all residents,
2 and to protecting and preserving the physical condition of the property owned by the Tribe.
3 Lease to Own units are located in the jurisdiction of the City of Chico, and are subject to the
4 City's municipal code for pet ownership codified under Title 7 of the City of Chico Municipal
5 Code. As a result, approval for keeping pets or animals in Lease to Own units owned by the
6 Tribe and managed by CRHC will be conditioned on compliance with this policy and Title 7
7 of the City of Chico Municipal Code (CMC 7).

8
9 (a) Lessees must have the prior approval of CRHC before moving a pet into their housing unit.
10 Lessees must request approval on the *Authorization for Pet Ownership Form* that must
11 be completed before CRHC will approve the request. Lessees who request approval for
12 dogs must sign a "certification statement" to certify their dog is not potentially harmful
13 to the health or safety of others, and that their dog has not been trained as attack or
14 fight trained dog.

15
16 (b) The CRHC will allow only domesticated dogs, cats, birds, rodents and fish in aquariums
17 in the housing units. No farm-type animals (including potbelly pigs, rabbits and chickens)
18 will be allowed.

19
20 (c) Lessees are limited to a combination of no more than two (2) cats and/or dogs per unit.

21
22 (d) The pet and its living quarters must be maintained in a manner to prevent odors and any
23 other unsanitary conditions in the owner's unit and surrounding areas. Repeated
24 substantiated complaints by neighbors or CRHC personnel regarding pets disturbing the
25 peace of neighbors through noise, odor, animal waste, or other nuisance will result in
26 the owner having to remove the pet or move him/herself. Any animals deemed to be
27 potentially harmful to the health or safety of others, including attack or fight trained
28 dogs, will not be allowed.

29
30 (e) Pets must be kept in the owner's dwelling unit or on a leash at all times when outside
31 (no outdoor cages or tether may be used). Pets may not be allowed to run loose in front
32 yards. Pet owners must immediately clean up after their pets and are responsible for
33 disposing of pet waste.

34
35 (f) Visiting pets are not permitted by the CRHC with the exception of when a pet serves as
36 a legal aid to any one of the protected disability classes of Lessees, their family members
37 or their guests. This includes the blind, visually disabled, deaf, or physically disabled.

38 39 **6. Liquid-filled Furniture / Containers.**

40 In the event a Lessee has liquid-filled furniture, proper installation, component standards
41 including conformity to the floor weight load limits of the local building code, and adequate
42 Lessee's insurance from a minimum amount of \$100,000 is required and must be submitted
43 to the CRHC and its agent prior to installation.
44

Lease to Own Program Policy

1 (a) **Waterbeds.** In order to prevent damage to the dwelling unit structure, WATERBEDS in
2 units built prior to 1972 that are managed by the CRHC or its agent are prohibited.
3

4 **7. Parking Restrictions.** 5

6 (a) **Heed Signs.** Lessees, Lessee's family, and Lessee's guests, shall abide by ALL PARKING
7 SIGNS posted in the housing areas.
8

9 (b) **Where to Park.**

10 (1) Lessees, Lessee's family, and Lessee's guests, are allowed to park their vehicles
11 (i.e., car, pickup truck, SUV or any combination thereof) in the driveway, garage,
12 carport or on the public street / road in front of the dwelling unit.
13

14 (2) Lessees shall ensure that family, friends, and guests only park in authorized /
15 designated areas.
16

17 (c) **Where NOT to Park.**

18 (1) Parking on sidewalks or the lawn is strictly prohibited.
19

20 (2) Parking within ten (10) feet of a fire hydrant is strictly prohibited.
21

22 (3) Failure to park in designated areas can result in local law enforcement issuing a
23 citation and the vehicle being towed away at the owner's expense.
24

25 (d) **Number of Vehicles.**

26 (1) Lessees are limited to three (3) vehicles (i.e., car, pickup truck, SUV or any
27 combination thereof) per unit.
28

29 (2) Those vehicles must be in proper working order (drivable) and they must be
30 licensed and be currently registered with current stickers.
31

32 (3) Recreational vehicles must also be licensed and stored in an appropriate
33 designated area.
34

35 (e) **Visitor Parking.**

36 (1) Designated VISITOR PARKING areas are for visitors only.
37

38 (2) Lessees shall refrain from parking their vehicles in designated VISITOR PARKING
39 areas. Failure to abide by this can result in the Lessee having his / her vehicle
40 towed. The costs of such towing shall be borne by the Lessee.
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Lease to Own Program Policy

1 (3) If a Lessee has visitors, and there are *NO* designated VISITOR PARKING areas, the
2 visitors may park their vehicles (i.e., car, pickup truck, SUV, etc.) on the street
3 directly in front of the unit. Such parking is only permitted for a “*temporary*”
4 period (i.e., less than 24 hours) and the vehicle may *NOT* block traffic.
5

6 (f) **Large Trucks.** Lessees are prohibited from parking large trucks (i.e., stake, semi, etc.)
7 which have over a one (1) ton load capacity in the community housing areas at any time.
8

9 **Exception 1:** An exception to this parking restriction would be for the purpose of loading
10 / unloading deliveries to the home.
11

12 **Exception 2:** Another exception to this parking restriction would be if the Lessee is
13 legally and legitimately employed driving such a truck and there is no feasible alternate
14 parking for the truck when the Lessee is off duty. In this case, CRHC may make a special
15 exception.
16

17 (g) **Inoperable Vehicles.** Lessees shall *NOT* (nor shall they allow family, friends, relatives)
18 to park / store wrecked, inoperable, or non-licensed vehicles within the community
19 housing areas.
20

21 (1) Vehicles that are observed to be in community housing areas for more than five
22 (5) calendar days, which appear to be “*unlicensed*”, “*inoperable*” or
23 “*abandoned*”, shall be removed from the premises and properly disposed in
24 accordance with CRHC’s Vehicle Towing Policy.
25

26 8. Displaying Signs.

27
28 (a) Lessees shall *NOT* display or affix signs of any type to the windows, on the doors, or on
29 the outside of their dwelling unit.
30

31 (b) Lessees shall *NOT* erect signs, of any size, shape, or type on the property of their dwelling
32 unit.
33

34 9. Structural Changes.

35 Lessees are *NOT* allowed to make any type of structural changes or modifications to their
36 dwelling unit. Doing so is grounds for Termination of the Lease Purchase Agreement and
37 Eviction.
38

39 (a) **Exception.** The only exception to this would be for the installation of a Handicap
40 Accessible Ramp.
41

42 (1) If such a ramp is required, the Lessee must submit a WRITTEN request to the
43 CRHC Executive Director, prior to installation, indicating why the ramp is
44 needed.
45

Lease to Own Program Policy

1 (2) The CRHC Executive Director shall review and approve / disapprove ALL such
2 requests.

3
4 (3) Generally, the funding of such ramps is the responsibility of the Lessee- *NOT* the
5 CRHC.

6
7 (4) If the Lessee is seeking help from the CRHC to fund / install such a ramp, they
8 must first demonstrate (in their written request) that *NO* other funding source is
9 available.

10
11 (5) In any such case, all construction shall be administered by the CRHC.

12 13 **10. Outside Storage.**

14 Lessees shall *NOT* store household furniture or other property / belongings (i.e., sofa, couch,
15 kitchen table, etc.) outside the dwelling unit unless in a designated storage unit.

16 17 **I. MAINTENANCE**

18 Under the Lease to Own Program, Lessees are responsible for ALL of the maintenance associated
19 with the unit. This includes maintenance, non-routine maintenance, and repairs due to *Normal*
20 *Wear and Tear*.

21 22 **1. Routine Maintenance**

23
24 (a) Routine Maintenance. The Lessee shall be responsible for the routine maintenance of the
25 unit, front and back yard(s), garage, and any and all grounds. Routine maintenance
26 includes good housekeeping plus supplying the labor and materials in order to maintain
27 the property in the same condition and appearance as it was when the Lessee moved in.
28 Examples include cleaning gutters, mowing lawns, washing windows, replacing fuses in
29 air conditioning units, and any other maintenance activity that a homeowner encounters
30 during homeownership.

31
32 (b) Repair of Damage. In addition to the obligation for routine maintenance, the Lessee is
33 responsible for repair of any damage caused by the Lessee, members of his/her family,
34 or visitors.

35
36 (c) Care of Home. The Lessee agrees to keep his/her dwelling in a sanitary condition; to
37 cooperate with the CRHC in keeping and maintaining any common area property, if
38 applicable.

39 40 **2. Non-routine and Normal Wear and Tear Maintenance**

41
42 (a) Non-Routine Maintenance. The Lessee shall be responsible for all non-routine
43 maintenance of the unit, front and back yard(s), garage, and any and all grounds. Non-
44 routine maintenance includes any and all unforeseen damages that require repair, and
45 any maintenance or repair associated with *Normal Wear and Tear*. Examples include

Lease to Own Program Policy

1 replacing appliances, paint, fixing the heating system should it break, and other non-
2 routine maintenance activity that a homeowner encounters during homeownership.

3
4 (b) **Painting.** The Lessee is responsible for painting.
5

6 **3. Reporting Non-Routine Maintenance Repairs.**

7

8 (a) Notification. Lessees shall promptly notify CRHC or its agent regarding non-routine
9 maintenance and shall submit copies or receipts of any work orders, supplies, or
10 payments documenting the repair. If the repair was done by the Lessee, a written
11 statement explaining the repair or maintenance shall be submitted.
12

13 (b) In the event CRHC becomes aware of damage or the need for maintenance that was not
14 reported (i.e., during annual inspections), the Lessee may be subject to the Termination
15 of the Lease Purchase Agreement and Eviction.
16

17 **4. Pest Control.**

18

19 (a) Lessees shall use reasonable care to keep their dwelling unit clean and prevent health
20 or sanitary problems from arising.
21

22 (b) If a pest / insect problems exist, it is the responsibility of the Lessee residing in the unit,
23 to retain a licensed exterminator to mitigate the infestation followed by notifying CRHC.
24

25 **J. INSPECTIONS**

26 **1. General.**

27 (a) The Head of Household or his or her spouse is obligated to participate in Move-In, Annual,
28 and Move-Out Inspections.

29 (b) CRHC or its agent has the right to make inspections of the unit. CRHC or its agent will
30 provide notification at least forty-eight (48) hours in advance to the Lessee to ensure that
31 the interior and exterior of the unit are being maintained in a decent, safe, and sanitary
32 condition.

33 (c) Entry, for Inspections (less emergency), shall be made only during reasonable hours, and
34 after advance notice. That advance notice shall be in written form to notify the Lessee of
35 the pending inspection.

36 (d) The CRHC or its agent shall conduct inspections of each unit in accordance with the CRHC
37 Inspection Form.

38 (e) In the event the inspection indicates the need for repairs or upkeep, it shall be duly noted
39 on the CRHC Inspection Form. Repairs shall follow according to this policy.

40 **2. Move-In Inspection.**

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- (a) **Purpose.** Prior to initial occupancy, the Head of Household or his or her spouse and CRHC staff and its agent shall jointly inspect the dwelling unit. The purpose of the Move-In Inspection is to document the condition of the Dwelling Unit. The results of that inspection shall be documented on the CRHC Inspection Form. That form shall be retained by CRHC and its agent, and used for future reference, should there be disputes.

- (b) **Photographing and/or Video Filming Inspections.** In addition to the CRHC Inspection Form, the Move-In Inspection shall include photos and/or video filming.

- (c) **Lessee Rights.** The Head of Household or his or her spouse is encouraged to inspect the dwelling unit carefully and note any deficiencies or concerns on the CRHC Inspection Form.
 - (1) CRHC staff or its agent shall ensure that the Lessee is advised of his / her right to make comments about the Inspection.
 - (2) This is the Head of Household's or his or her spouse's opportunity to draw attention to things that are missing / broken, or were overlooked, or were *NOT* fixed.
 - (3) The Head of Household or his or her spouse should make sure such items get noted on the CRHC Inspection Form so that follow-up action can be initiated.

- (d) **Signatures on the Inspection Form.** At the conclusion of the Inspection, the Head of Household and/or his or her spouse and CRHC staff and its agent conducting the Move-In Inspection, are required to sign the CRHC Inspection Form.

- (e) **Distribution of Inspection Forms.** One (1) copy of the completed CRHC Inspection Form shall be sent to the lessee, one (1) copy shall be placed in the lessee's file and one (1) copy in the unit file. The Inspection Form shall be retained by CRHC and its agent, and used for future reference, should there be disputes.

- (f) **Additional Items covered.** The Move-In Inspection is also used as a "how to" session. This is done to identify and provide counseling on when and how to:
 - (1) Identify the location of the water shut off valve to the Lessee.
 - (2) Identify the location of the gas shut off valve to the Lessee.
 - (3) Shut other valves off should it become necessary.
 - (4) Inspect the furnace to ensure that the pilot light is lit and that the furnace is in working order.
 - (5) Inspect the hot water heater to ensure that the pilot light is lit and that the furnace is in working order.
 - (6) Ignite the furnace and water heater pilot lights should they go out.
 - (7) Identify the location of the gas meter to the Lessee.

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- (4) Identify the location of the electrical breaker box to the Lessee.
- (5) Reset breaker switches located in the circuit breaker box should power go out.
- (g) **Counseling When Needed.** Additional counseling on the unit shall be provided, as needed or requested by the Head of Household or his or her spouse on the proper operation and maintenance of appliances such as the refrigerator, cook stove, dishwasher, etc.

3. Annual Inspection.

- (a) **Purpose.** The purpose of the Annual Inspection is to ensure that ALL dwelling units are being properly utilized, maintained, and remain safe (structurally) and sanitary.
- (b) **Frequency.** This inspection shall be done at least ANNUALLY, on each unit and more often if CRHC resources allow.

Note: This annual inspection is in addition to the standard Move-In and Move-Out Inspections.

- (c) **Who Attends.** During the Annual Inspection, the Head of Household and all other occupants eighteen (18) and older are encouraged to attend. Regardless, the Chico Rancheria Housing Corporation staff and its agent shall jointly inspect the dwelling unit. The results of that inspection shall be documented on the CRHC Inspection Form.

- (1) If the Head of Household or other occupants eighteen (18) and older cannot be present during the scheduled Annual Inspection, he or she may leave written feedback regarding unit maintenance issues or concerns in a visible location such as the kitchen counter.

(2)

- (d) **Photographing Inspections.** In addition to the Annual Inspection Report, the Annual Inspection shall be *photographed* and/or *video filmed*.

- (e) **Lessee Rights.** The Head of Household or other occupants eighteen (18) and older are encouraged to inspect the dwelling unit carefully and note any deficiencies or concerns on the *Inspection Report* or in some other written form submitted to the CRHC or its agent.

- (1) The Chico Rancheria Housing Corporation staff or its agent shall ensure that the Lessee is advised of his / her right to make comments about the Annual Inspection. This action shall be documented on the “*Tenant Rights During Inspections*” form.

See Appendix Z for documentation on “*Tenant Rights During Inspections*”

- (2) This is the opportunity the Head of Household or other occupants eighteen (18) and older have to draw attention to things that are missing / broken, were overlooked by maintenance on previous visits, or need to be fixed.

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3 (3) The Head of Household or other occupants eighteen (18) and older should make
4 sure such items get noted on the *Inspection Report* or in some other written
5 form submitted to the CRHC or its agent so that follow-up action can be
6 initiated.
7

8 (f) **Signatures on the Inspection Form.** At the conclusion of the Annual Inspection, both
9 the Chico Rancheria Housing Corporation staff and its agent conducting the Annual
10 Inspection will sign off on the Annual *Inspection Report*.
11

12 (g) **Distribution of Inspection Form.** One (1) copy of the completed CRHC Inspection Form
13 shall be sent to the Lessee upon request, one (1) copy shall be placed in the lessee's file
14 and one (1) copy in the unit file. The form shall be retained by CRHC and its agent, and
15 used for future reference, should there be disputes.
16

17 (h) **Access to the Unit.** Failure of the Lessee to allow CRHC or its agent into the dwelling
18 unit for the purposes of conducting an Annual Inspection, or failure of the Lessee to
19 cooperate with CRHC or its agent on the Annual Inspection shall be considered program
20 non-compliance and is jeopardizing federal assistance provided to CRHC.
21

22 (i) **Needed Repairs.**

23 (1) If deficiencies are noted during an Annual Inspection that are the responsibility of
24 the Lessee, CRHC or its agent shall serve the occupant(s) a Three (3) Day Notice to
25 Cure or Quit in accordance with California Law.

26 (2) Based on the established timeline, CRHC or its agent shall complete a follow-up
27 inspection the day after the Three (3) Day Notice to Cure or Quit expires.

28 (3) In the event that the repairs have not been made in accordance with the Three (3)
29 Day Notice to Cure or Quit, the Lease Purchase Agreement shall Terminate and
30 Eviction shall occur.

31 **4. Pre-Move out Inspection.**

32
33 (a) **When.** Pre-Move-Out Inspections shall be done only when requested by the vacating lessee.
34

35 (b) **Scheduling.** The Pre-Move Out Inspection shall be scheduled after the Lessee provides the
36 CRHC with his / her thirty (30) Day Notice of Intent to Vacate (Terminate the Lease Purchase
37 Agreement).
38

39 (c) **Associated Forms.** Upon receipt of the Lessee's notification, CRHC's appropriate staff or
40 agent shall send him / her copy of the CRHC Inspection Form. The purpose of this is to
41 provide the Lessee with a "heads up" and identify those items that shall be checked and
42 may require repair / replacement or cleaning prior to the Chico Rancheria Housing
43 Corporation or its agent regaining possession of the unit.

44 **5. Move-Out Inspection.**

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- (a) **Purpose.** Upon termination of the Lease Purchase Agreement, a Move-Out Inspection shall be required. The purpose of the Move-Out Inspection is to document the condition of the dwelling unit at the time the Lessee vacates and CRHC or its agent regains possession of the unit.
- (b) **Who Attends.** During the Move-Out Inspection, the Head of Household or his or her spouse and CRHC staff and its agent shall jointly inspect the dwelling unit. The results of that inspection shall be documented on the CRHC Inspection Form.
- (c) **Photographing/Videotaping Inspections.** In addition to the CRHC Inspection Form, the Move-Out Inspection shall be photographed and/or *videotaped*.
- (d) **Lessee Rights.** The Lessee is encouraged to inspect the dwelling unit carefully and note any deficiencies that they do *NOT* agree with or concerns about the inspection / condition of the dwelling unit, on the CRHC Inspection Form.
 - (1) CRHC staff or agent shall ensure that the Lessee is advised of his / her right to make comments about the Inspection.
 - (2) This is the Lessee’s opportunity to draw attention to things that are of concern to him / her.
- (e) **Signatures on the Inspection Form.** At the conclusion of the Inspection, the Head of Household and/or his or her spouse and CRHC staff and its agent conducting the Move-Out Inspection, are required to sign the CRHC Inspection Form.
- (f) **Abandonment.** In the case of ABANDONMENT, CRHC and its agent shall conduct the Move-Out Inspection without the former Lessee.
 - (1) If CRHC or its agent reasonably believes the Lessee has abandoned possession and the Lessee is fourteen (14) days or more delinquent in payment of rent, then the CRHC must serve a Notice of Belief of Abandonment, in the form prescribed by California Civil Code §1951.3. The notice can be served in the manner prescribed by Code of Civil Procedure §1162 or be certified of registered mail. If the Lessee does not timely respond, the premises are deemed abandoned and the CRHC or its agent will retake possession of the property without using the eviction process.
 - (2) **Photographing/Videotaping** and proper documentation of the inspection shall be completed as noted above.
 - (3) The CRHC Inspection Form shall be annotated to denote that the unit was ABANDONED and that the Lessee was unavailable for the inspection.
- (g) **Distribution of Move-Out Inspection Forms.** One (1) copy of the completed CRHC Inspection Form shall be placed in the Lessee’s file and one (1) copy in the unit file. The form shall be retained by CRHC and its agent, and used for future reference, should there be disputes following termination of the Lease Purchase Agreement.

Lease to Own Program Policy

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3 **K. SUCCESSION UPON DEATH OR MENTAL INCAPACITY**

4
5 **1. Successors and Protocol**

6 While one does *NOT* like to think about the possibility of losing a loved one for any reason, it
7 does happen. Often times, Tribal Enrollment status and the tribe's desire to provide enrolled
8 tribal members with PRIORITY in housing also becomes an issue in these situations.
9 Additionally, we have found that all too often, minor children are caught in the middle. In
10 order to ensure tribal members continue to receive priority, and to keep disruption to the
11 family at a minimum, the following guidelines shall be followed:
12

- 13 (a) Lessee's Rights to Designate a Successor. The Lessee may name a designated successor
14 to the terms of the Lease Purchase Agreement in writing, pursuant to current CRHC
15 policies in which such successor must be eligible under the terms of the Lease Purchase
16 Agreement, Lease to Own Policy, and Eligibility and Admission Policy.
- 17 (b) Standard Succession. In the event of death or mental incapacity of the Lessee, the person
18 designated as the successor shall be evaluated in accordance with the requirements
19 under this policy and the Eligibility and Admission Policy. If the successor meets all
20 eligibility requirements for the Lease to Own Program, the unit and remaining principle
21 shall be transferred under a new Lease Purchase Agreement to the successor.
- 22 (c) If the successor meets general eligibility requirements but does not meet the specific
23 requirements for the Lease to Own Program, the unit may be transferred the Low Income
24 Rental Program and the successor may be offered to enter into a Rental Agreement.
- 25 (d) If there is no successor designated, the successor is no longer living, or the successor
26 does not meet the standards of eligibility, CRHC may consider any adult household
27 member who was an occupant at the time of the event and who meets the eligibility
28 standards to succeed in the Lease Purchase Agreement and execute a Lease Purchase
29 Agreement or enter into the Low Income Rental Program and execute a Rental
30 Agreement.
- 31 (e) If there is no qualified successor and no other household members meet eligibility
32 requirements in accordance with the Eligibility and Admission Policy and applicable
33 program policy, CRHC shall terminate the Lease Purchase Agreement and require the
34 remaining family members to vacate the unit.
- 35 (f) If a minor child or children of the Lessee's household are in occupancy, and in order to
36 protect their continued occupancy within the unit, CRHC may approve legal guardians of
37 the children to enter into the Low Income Rental Program and enter into a Rental
38 Agreement.

39 **L. PROGRAM VIOLATIONS**

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1. General.

CRHC staff, its agent(s), and the Board of Directors shall always provide equal treatment and due process. Staff shall also inform Lessees of their right, unless stipulated elsewhere in agreement or policy, to request a grievance hearing in accordance with the CRHC Grievance Policy.

2. Common Program Violations.

The following examples illustrate some of the ways in which Lessees commit PROGRAM VIOLATIONS.

NOTE: This does *NOT* constitute a “complete” list of examples.

- (a) *Vacating* the dwelling unit (i.e., ABANDONMENT).
- (b) Failing to keep *utilities* in service to the dwelling unit.
- (c) Failing to *use* or *maintain* the dwelling unit or property as required.
- (d) *Conducting* themselves in a manner that is disruptive to their neighbors’ right to the “*quiet and peaceful enjoyment*” of their homes.
- (e) Failing to *control* family, friends, and guests.
- (j) *Non-payment* of monthly obligations (i.e., rent, utilities, etc.).
- (k) *OTHER* violations of the Lease Purchase Agreement and/or Program Requirements, such as not adhering to the required housing counseling.

3. Common Criminal Violations.

The following examples illustrate some of the more common ways in which Lessees commit CRIMINAL VIOLATIONS.

NOTE: This does *NOT* constitute a “complete” list of examples.

- (a) Knowingly *omitting income* or assets of household members.
- (b) Knowingly *under-reporting income* or assets of household members.
- (c) *Transferring income* or assets to obtain false eligibility.
- (d) *Overstating deductions*, allowances or expenses.
- (e) Using a *false identity*.

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1 (f) Using a *false social security number*.

2 (g) Using *false documents*.

3 (h) *Falsifying* the number of household members.

4 (i) Intentionally *damaging or vandalizing* the dwelling.

5 4. CRHC's Actions Following a Violation.

6 (a) When a Lessee commits a program violation, the CRHC staff or its agent shall notify the
7 Lessee of the violation in writing. Action taken by the CRHC may vary depending on the
8 nature of the violation. In some cases it may be a letter sent to the Lessee, or, in other
9 cases, it may be a formal notice served the Lessee in accordance with current California
10 Law or a combination of the both. In any case, the CRHC or its agent shall strive to
11 provide the violator with the following information:

12 (1) **Date of Violation** (or approximate date if unknown).

13 (2) **Nature of the Violation.** Explain what part/s of the Lease Purchase Agreement
14 and/or this Policy were violated.

15 (3) **Consequences of Violation.** If the violation is not cured within the specific time
16 frame provided, the consequences for not performing shall be conveyed.

17 (4) **Right to File a Grievance.** Point out the fact that the Lessee has the right,
18 unless stipulated elsewhere in an agreement or in policy, to file a Grievance
19 request in accordance with the current CRHC Grievance Policy.

20 (b) **Criminal Violations.** In those cases, where evidence indicates a fraudulent CRIMINAL
21 VIOLATION has occurred, the CRHC staff shall refer the matter to local law enforcement
22 agencies.

23 (c) **Consequences of Failing to Correct a Violation.** If corrections are *NOT* forthcoming,
24 CRHC or its agent shall Terminate the Lease Purchase Agreement in accordance with
25 current California Law, which will lead to Eviction should the Lessee not vacate the unit.

26 M. TERMINATION OF LEASE PURCHASE AGREEMENT

27 1. Lessee Initiated Termination Procedures.

28 (a) **Time Lines.** If a lessee decides that he / she *NO* longer desires to participate in the
29 Lease to Own Program, he / she *MAY Terminate* his / her Lease Purchase Agreement by
30 providing the CRHC or its agent with at least a thirty (30) calendar day advance written
31 notice.
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1 (b) **Notification.** The notification to the CRHC or its agent, by the Lessee, that he / she is
2 going to *Terminate* his / her Lease Purchase Agreement, shall be in WRITING and include
3 the following:
4

- 5 (1) Name of Lessee.
- 6
- 7 (2) Dwelling Unit Number / Apartment Number / Address (as applicable).
- 8
- 9 (3) Date Lease Purchase Agreement is to be terminated.
- 10
- 11 (4) Current Mailing Address and Phone Number of Lessee.
- 12
- 13 (5) Forwarding Address (after Move-Out) of Lessee.
- 14

15 (c) **Pre-Move-Out Inspection.** Upon receipt of the WRITTEN Notice, regarding the Lessee’s
16 intent to vacate, and if the Lessee so requests it, the CRHC or its agent shall schedule a
17 Pre-Move-Out Inspection. The purpose of this inspection is to let the Lessee know what
18 he / she can do with regards to cleaning and needed repairs or replacements (if any)
19 prior to vacating the dwelling unit.
20

21 (d) **Vacating WITHOUT Proper Notice.** If a Lessee vacates the dwelling unit without proper
22 notice to the CRHC or its agent, the Lessee shall remain subject to the obligations of the
23 Lease Purchase Agreement. This includes the obligation to make monthly payments until
24 the CRHC or its agent can “officially” terminate the Lease Purchase Agreement in
25 accordance with current California Law. See Abandonment in Section III. M. 3. below.
26

27 (e) In the event the Lease Purchase Agreement is terminated by the Lessee in accordance
28 with this section, the Lessee shall forfeit any presumed figure of equity Lessee has
29 accumulated in the Housing Unit and Lessee shall be liable for all the costs to return the
30 Housing Unit to a safe and habitable condition equivalent to its original condition at the
31 time the Lease Purchase Agreement was executed.
32

33 **2. CRHC or its Agent Initiated Termination Procedures.**
34

35 (a) **General.** In the event the Lessee fails to comply with any of the obligations in the Lease
36 Purchase Agreement and / or any obligation under this Policy, the CRHC or its agent MAY
37 terminate the Lease Purchase Agreement.
38

39 (b) **Notification.** If it becomes necessary for the CRHC or its agent to terminate the Lease
40 Purchase Agreement of a Lessee, the CRHC staff or its agent shall do so by giving the
41 Lessee a notice in accordance with current California Law.
42

- 43 (1) Failing to pay rent: The CRHC or its agent shall serve a Three (3) Day Notice to
44 Pay or Quit after the 5th day of the month. The Lessee shall have three (3) days
45 to make the payment or the Lease Purchase Agreement will terminate.
- 46
- 47 (2) Failing Inspection: The CRHC or its agent shall serve a Three (3) Day Notice to
48 Cure the deficiency when a unit fails inspection.
- 49
- 50 (3) Other Violations: The CRHC or agent shall serve a Three (3), Thirty (30), or Sixty
51 (60) Day Notice to Vacate, as applicable, when other circumstances warrant. The

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Lease Purchase Agreement will expire upon notice expiration, and if the Lessee does not vacate, legal action will be taken leading to Eviction.

(c) **Criteria for Termination.** The CRHC or its agent may only issue a *Termination* Notice if the terms and conditions of the Lease Purchase Agreement have been violated. Some of the common reasons for *Termination* include, but are *NOT* limited to, the following:

- (1) Abandonment of the dwelling unit.
- (2) Discovery of illegal occupant in the dwelling unit.
- (3) Creation of physical hazards.
- (4) **Criminal Activity.** A client, any member of the client's household, or a guest or other persons under the client's control engaging in criminal activity, including drug related criminal activity, on or near the client's unit.

Note: For purposes of this section, 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 controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

- (5) Damaging the dwelling unit, premises, or CRHC's property, its agent's property, or tribal property.
- (6) Failure to comply with **ANY** provision of this policy.
- (7) Committing fraud on the initial examination or withholding/misrepresenting information relative to the initial examination.
- (8) Failure to allow CRHC staff or its agent to conduct inspections.
- (9) Failure to attend COUNSELING SESSIONS, when directed to do so, by the CRHC.
- (10) Failure to maintain the unit in accordance with the Lease Purchase Agreement.
- (11) Failure to make required monthly Rent Payments.
- (12) Failure to make required monthly Utility Payments.
- (13) Failure to use the unit as the Lessee's principal residence.
- (13) **Nuisance.** Serious and repeated interference with the rights of other CRHC Lessees (i.e., the Lessee's Neighbors).
- (14) Harboring an unauthorized pet.
- (15) Failing to maintain the exterior grounds to the community standards, if applicable.
- (16) Failing to remove, or causing to remove, inoperable vehicles, appliances, furniture, etc. from the yard.

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1 (17) Failing to remove, or causing to remove, refuse or allowing excess debris to build
2 up between garbage removals.

3
4 (18) Failing to allow other residents in the community the peaceful enjoyment of their
5 accommodations; etc.

6
7 **Note:** The CRHC or its agent shall investigate complaints that are received in
8 writing on appropriate complaint forms on these issues (as noted above) and shall
9 inform the Lessee that these complaints / concerns have been received by the CRHC
10 or its agent. That notification shall be in WRITTEN form. Based on the nature of
11 the complaint, CRHC staff or its agent may proceed with Termination of the Lease
12 Purchase Agreement if the issue has *NOT* been resolved to CRHC's satisfaction.
13

14 (d) In the event the Lease Purchase Agreement is terminated by the Lessee in accordance
15 with this section, the Lessee shall forfeit any presumed figure of equity Lessee has
16 accumulated in the Housing Unit and Lessee shall be liable for all the costs to return the
17 Housing Unit to a safe and habitable condition equivalent to its original condition at the
18 time the Lease Purchase Agreement was executed.
19

20 3. Abandonment.

21 The term "abandonment" is when the Lessee both physically leaves the premises and intends
22 to permanently vacate. If the CRHC or its agent reasonably believes the Lessee has
23 abandoned possession and the Lessee is fourteen (14) days or more delinquent in payment of
24 rent, then the CRHC or its agent must serve a *Notice of Belief of Abandonment*, in the form
25 prescribed by California Civil Code §1951.3. The notice can be served in the manner
26 prescribed by Code of Civil Procedure §1162 or be certified of registered mail. If the Lessee
27 does not timely respond, the premises are deemed abandoned and the CRHC or its agent will
28 retake possession of the property without using the eviction process.
29

30 (a) The date of termination of the Lease Purchase Agreement shall be fifteen (15) days
31 after the notice is served personally or, if mailed, not less than eighteen (18) days
32 after the notice is deposited in the mail unless:
33

34 (1) At the time the *Notice of Belief of Abandonment* was given, the rent was not
35 due and unpaid for fourteen (14) consecutive days.

36
37 (2) At the time the *Notice of Belief of Abandonment* was given, it was not reasonable
38 for the CRHC or its agent to believe that the Lessee had abandoned the real
39 property. The fact that the CRHC or its agent knew that the Lessee left
40 personal property on the real property does not, of itself, justify a finding that
41 the CRHC or its agent did not reasonably believe that the Lessee had
42 abandoned the real property.

43
44 (3) Prior to the date specified in the *Notice of Belief of Abandonment*, the Lessee
45 gives written notice to the CRHC or its agent stating his intent not to abandon
46 the real property and stating an address at which he may be served by certified
47 mail in any action for unlawful detainer of the real property.

CHICO RANCHERIA HOUSING CORPORATION

Lease to Own Program Policy

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(4) During the period commencing fourteen (14) days before the time the *Notice of Belief of Abandonment* was given and ending on the date the Lease Purchase Agreement would have terminated pursuant to the notice, the Lessee paid to the CRHC or its agent all or a portion of the rent due and unpaid on the real property.

(b) In the event the Lease Purchase Agreement is terminated by the lessee in accordance with this section, the Lessee shall forfeit any presumed figure of equity Lessee has accumulated in the Housing Unit and Lessee shall be liable for all the costs to return the Housing Unit to a safe and habitable condition equivalent to its original condition at the time the Lease Purchase Agreement was executed.

4. Evictions.

(a) CRHC or its Agent Actions.

(1) In the event a Lessee fails to Move-Out, following receipt of the *Appropriate Termination* Notification, the CRHC or its agent shall initiate EVICTION proceedings against the Lessee.

(1) All EVICTION procedures shall be followed according to California State Civil Code through the County Court.

(3) The CRHC staff or its agent shall notify the CRHC’s Attorney of the Lessee’s failure to vacate and request that he / she file an unlawful detainer with the County Court.

(4) **Attorney Actions.** The lawsuit shall be filed by the attorney and court ordered summons shall be served accordingly by the attorney’s agent within five (5) days.

(5) **Lessee Defends.** The Lessee can defend the lawsuit with a Motion to Quash, a Motion to Strike, or Demurrer (See California Code of Civil Procedure):

(a) Motion Granted: Lawsuit Void - CRHC or its agent must start termination procedure over again with appropriate notice.

(b) Motion Denied: Leads to Trial

(1) Judgment for Lessee

(2) Judgment for CRHC -

- a) Writ of Possession
- b) Sheriff’s Notice to Vacate
- c) Sheriff Evicts Lessee

Lease to Own Program Policy

1
2 (6) **Lessee Takes No Action.** If the Lessee takes no action, the following actions need
3 to take place for the CRHC to regain Possession of the unit:

4
5 (a) Request to Enter Default

6
7 (b) Default and Default Judgment

8
9 (c) Writ Of Possession

10
11 (d) Sheriff's Notice to Vacate

12
13 (e) Sheriff Evicts Lessee

14
15 **5. Payment of Legal Fees.**

16 In the event CRHC or its agent encumbers attorney fees, legal costs, or court costs while
17 following the procedures set forth within this policy, the Lessee shall be held responsible for
18 ALL attorney fees, legal costs, and court costs incurred by all parties.

19
20 **N. VACATING UNITS**

21 The purpose of this section is to provide procedures that apply to Lessees who are vacating their
22 dwelling units.

23
24 **1. Sequence of Events.**

25 The sequence of events, for vacating a dwelling unit, shall be as follows:

26
27 (a) **Notification.** The Lessee notifies the CRHC or its agent, by providing a Thirty (30) Day
28 Notice to Vacate.

29
30 (b) **Pre-Move-Out Inspection.**

31
32 (1) CRHC or its agent shall schedule a Pre Move-Out Inspection of the unit within ten
33 (10) business days of receipt of the *Notice to Vacate* - only when such an
34 inspection is so requested by the lessee.

35
36 (2) The Lessee shall be provided with a copy of the Pre Move-Out Inspection Report
37 so that he / she may make needed repairs / replacements.

38
39 (c) **Move-Out Inspection.**

40
41 (1) The CRHC or its agent shall schedule the Move-Out Inspection so that it coincides
42 with the Lessee's stated Move-Out date (as noted on his / her *Notice to Vacate*.)
43

Lease to Own Program Policy

- 1 (2) If the Lessee has *NOT* completed the necessary repairs / replacements by the
2 scheduled Move-Out date, the CRHC or its agent shall schedule as soon as
3 possible and the unit returned to service.
4

5 **(b) Billing for Repairs After Move-Out.**
6

- 7 (1) An estimate detailing the costs to return the Housing Unit to a safe and habitable
8 condition equivalent to its original condition at the time the Lease Purchase
9 Agreement was executed shall be sent to the prior Lessee in a timeframe in
10 accordance with current California Law.
11

- 12 (2) Once repairs and replacements have been finalized, the CRHC or its agent shall
13 provide the prior Lessee with a detailed bill showing what work was done, the
14 labor costs involved and the material costs involved on a final invoice due and
15 payable to CRHC within thirty (30) days.
16

17 **2. Lessee Owes CRHC Money.**
18

- 19 (a) If the prior Lessee owes the CRHC or its agent money, it shall be termed a “bad debt.”
20

- 21 (1) Prior Lessees shall be given thirty (30) calendar days within which to make good
22 on their payment.
23

- 24 (2) In the event a prior Lessee fails to make that payment within thirty (30) days,
25 the case shall be turned over to the CRHC’s Attorney and/or the Mechoopda
26 Tribe’s Fiscal Office or Other Tribes, if applicable, for “Bad Debt” collection.
27

- 28 (a) The Attorney shall initiate legal action, for restitution, via the County
29 Court. Judgments for payment (via cash or wage garnishment) shall be
30 sought.
31

- 32 (b) If legal action is required, the prior Lessee shall be held responsible for
33 any and ALL legal fees associated with trying to recoup funds due to the
34 CRHC.
35

- 36 (c) If additional costs (legal) are incurred, the CRHC shall annotate the prior
37 Lessee’s account accordingly.
38

- 39 (c) **Amounts Charged.** Any amounts to be charged to the prior Lessee, for repairs, shall be
40 based on ACTUAL COSTS (management, labor, and materials) incurred by the CRHC.
41

- 42 (d) **Other Potential Applicable Charges.** The list below provides examples of some of the
43 OTHER charges that Lessees can be billed for when vacating a unit. This list is *NOT* all-
44 inclusive.
45

Lease to Own Program Policy

- (1) The cost of securing the unit (to protect against vandalism).
- (2) The cost of legal notification (i.e., servicing fees).
- (3) The cost of removing and disposing of abandoned vehicles.
- (3) The cost of storage and / or disposition of personal property left behind.

3. Lessee Due Refund.

- (a) In a case where a prior Lessee is due a refund, CRHC or its agent shall issue a refund check and close the Lessee’s account.
- (b) CRHC or its agent shall provide that refund to the prior Lessee within a reasonable period in accordance with current California Law.

O. PERSONAL BELONGINGS

1. Lessee Responsibilities.

- (a) Lessees are responsible for removing ALL of their personal belongings and ALL debris from the dwelling unit at the time they vacate.
- (b) **Financial Liability.** The Lessee shall be held financially liable for any personal belongings removed from the formally occupied unit and the cost of removing such items by the CRHC or its agent. The CRHC or its agent shall NOT be held financially liable for any personal belongings after the Date of the Termination of the Lease Purchase Agreement.

2. Exception - Death of Lessee.

In the event of the death of a Lessee (i.e., an elderly Lessee who lived alone), and the dwelling unit is being reclaimed by the CRHC or its agent, the CRHC or its agent may postpone final clearance of the unit or temporarily store the deceased Lessee’s belongings until other family members can claim them.

- (a) Such final clearance delays / temporary storage shall NOT exceed twenty-five (25) calendar days from the date of death.
- (b) CRHC shall make every effort to contact the deceased Lessee’s next of kin so that the property can be claimed.
- (c) After twenty-five (25) calendar days, ALL unclaimed property shall be disposed of, at the CRHC’s or its agent’s discretion.

P. NOTIFYING CRHC

Lease to Own Program Policy

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- 1. General.**

If a Lessee desires to formally communicate with the CRHC or its agent, such contact SHALL BE in WRITING.

 - (a) This provides the CRHC or its agent with a means by which Lessee notices can be tracked and accounted.
 - (b) This also provides the Lessee with a safeguard in that there is then a RECORD COPY of his / her stated concern.

- 2. Lessee Notice Content.**

At a minimum, notices and correspondence, generated by the Lessee, shall include the following:

 - (a) The Lessee’s full name.
 - (b) The Lessee’s unit number / apartment number (as applicable)
 - (c) The location (area) of the Lessee’s unit.
 - (d) The Lessee’s current mailing address.
 - (e) Who the notice is intended for.
 - (f) The nature of the correspondence.
 - (g) What action(s) the Lessee desires.

- 3. Formal Grievance / Complaint.**

If the Lessee desires to submit a formal GRIEVANCE, then he / she shall utilize the CRHC’s “*Grievance*” or “*Complaint*” forms. The procedures laid out in the CRHC Grievance Policy shall then be applied.

- 4. Lessee Generated Termination Notice.**

For details on Notices associated with Lessee responsibilities regarding the Termination of the Lease Purchase Agreement, see Section M: *Termination of the Lease Purchase Agreement* of this document.

- 5. Lessee Generated Notice Delivery Methods.**

NOTICES and correspondence, generated by the Lessee, shall be delivered to the CRHC or its agent in the following manner:

 - (a) **Hand Delivered.** Hand delivered to the CRHC’s office or its agent’s office (Receptionist Desk), or

Lease to Own Program Policy

1 (c) **Mailed.** Mailed to the CRHC's or its agent's office via Regular or Certified mail. Postage
2 shall be prepaid by the lessee.

3
4 (d) **Faxed.** Faxed to the office with a follow up phone call.

5
6 (e) **Emailed.** Emailed to CRHC with a follow up phone call.
7

8 **Q. LEASE PURCHASE AGREEMENT REQUIREMENTS**

9 10 **1. Lease Purchase Requirements Include But Are Not Limited To:**

11
12 (a) **Term.** The term of the Lease Purchase Agreement shall be clearly stated, which will
13 include the commencement date and the expiration date. The term shall correspond to
14 a monthly **amortization schedule**. The Lease Purchase Agreement may also be
15 terminated at any time during the term of the agreement as stipulated within the
16 agreement.
17

18 (b) **Purchase Price.** The Lease Purchase Agreement shall state the purchase price, which
19 shall be based on the total cost of the unit. The total cost of the unit shall include the
20 total purchase price and all the original closing costs including upfront insurances and
21 taxes paid at the original closing when the Tribe purchased the unit. When this figure is
22 ambiguous due to the nature or history of the project, the unit's share of the total
23 development cost of the project shall be used as the principle purchase price or other
24 reasonable figure.
25

26 (c) **Administrative Fee.** While there is no interest charge attached to this program, a ten
27 percent (10%) administrative fee is charged to the Lease to Own Principle over the period
28 of the lease term. This amount is added to the monthly payment over the course of the
29 lease. This shall be stated on the Lease Purchase Agreement.
30

31 (d) **Monthly Payment.** The monthly payment shall be stated on the lease based on the
32 corresponding amortization schedule and the principle purchase price. The monthly
33 payment including administrative fee, plus \$200 shall not exceed thirty percent (30%) of
34 the Lessee's adjusted income.

35 (e) **Household Composition Form.** The Household Composition form shall be a separate
36 document from the Lease Purchase Agreement, but shall be incorporated into the
37 agreement and can be amended, as necessary in accordance with applicable CRHC
38 Policies. It shall identify the members of the household who reside in the unit. The lease
39 shall name the lease holder(s) only.

40 **R. PROGRAM BUDGETING**

41 42 **1. Annual Budget**

43 CRHC shall prepare an annual budget for the Lease to Own Program in accordance with it
44 financial management practices and applicable policies.

45 **2. Reserve Account**

Lease to Own Program Policy

1 CRHC shall maintain a reserve account with a minimal amount of funds need for closing
2 costs when lease terms expire and units are conveyed, as well as reserves for unforeseen
3 events.

4 5 **S. HOME CONVEYANCE**

6 7 **1. General Procedure**

8
9 (a) CRHC begin preparing one-hundred and twenty (120) days prior to any lease maturing
10 (principle payoff) under this program and shall cause the unit to be conveyed at the time
11 the principle reaches zero.

12
13 (b) Closing costs shall be paid from program funds at the time of closing.

14
15 (c) The General Procedure is as follows:

16
17 (1) CRHC opens escrow account at Title Company

18
19 (2) The Title Company conducts title search and develops title report

20
21 (3) The Title Company disburses title report to all parties

22
23 (4) The Title Company develops escrow instructions

24
25 (5) The Title Company requests funds (closing costs)

26
27 (6) Parties sign all closing documents

28
29 (7) Title Company records Title at county

30 31 **2. Proceedings After Conveyance**

32
33 (a) **CRHC Responsibilities.** Upon conveyance of the home, the responsibilities of the CRHC
34 toward the Lessee shall cease.

35
36 (b) **Limited Eligibility.** The Lessee shall not be eligible for other CRHC assistance programs,
37 such as Owner-occupied Rehabilitation Assistance for a minimum of ten (10) years from
38 the date of transfer.

39
40 (c) **Home Owners Association.** Some projects, such as the Sunrise Ct. & East 21st St. Units,
41 will have codes, covenants, and restrictions associated with the deeds establishing a
42 Home Owners Association (HOA) for the neighborhood. It is likely that not all units in
43 such neighborhoods will convey at the same time, thus the CRHC will represent the Tribe
44 in HOA membership in accordance with the Bylaws of the HOA.