

CHICO RANCHERIA HOUSING CORPORATION

Low-Income Rental Occupancy Policy

Subject: Low-Income Rental Occupancy Policy	Number: 14
	Effective Date: 02/03/2020
Statute: Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA) (25 U.S.C. 4163 et seq.); Regulations 24 CFR §1000	Supercedes: No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, No. 7, No. 8, No. 9, No. 10, No. 11, No. 12 & No. 13
Authority: Chico Rancheria Housing Corporation Resolutions 08-08, 09-06, 10-11 MIT Ordinance: No. 1. Article VI. e.	File Reference:
	Approved: 02/03/2020 Amended: 06/16/09, 08/02/10, 05/2/11, 07/11/11, 06/04/12, 10/22/12, 01/07/13, 03/04/13, 11/04/13, 10/02/2017, 03/04/2019, 11/04/2019, 02/03/2020

TABLE OF CONTENTS

SECTION I. PURPOSE.....	1
SECTION II. APPLICABILITY	1
SECTION III. POLICY	1
A. DEFINITIONS	1
1. Abandonment.....	1
2. Annual “Good Tenant” Reward	1
3. Annual Income	2
4. Adjusted Income.....	5
5. Break Even Point	6
6. Break Even Analysis	6
7. Children	6
8. Client, Renter, Tenant, Occupant, Lessee, Signature.....	6
9. Criminal Activity.....	6
10. Disabled Family.....	6
11. Drug Related Criminal Activity	6
12. Elderly and Near-elderly Families	7
13. Elderly Person.....	7
14. Extended Family	7
15. Family	7
16. Firearms.....	7
17. Fraud.....	7
18. Full Time Student	7
19. Good Tenant	
20. Head of Household.....	8
21. HUD.....	8
22. Illegal Occupant	8
23. Indian	8
24. Indian Service Area	8
25. Indian Tribe.....	8
26. Low Income Family	8
27. Maintenance.....	8
28. Maximum Monthly Payment	9
29. Mechoopda Tribal Family.....	9
30. Median Income Limits.....	9
31. Minimum Required Monthly Payment	9
32. Moderate Income Family.....	9
33. NAHASDA.....	9

Policy Adopted 06/23/2008, Amended 06/16/2009, 08/02/2010, 05/2/11, 07/11/11, 06/04/12, 10/22/12,
01/07/13, 03/04/13, 11/04/13, 10/02/2017, 03/04/19, 11/04/2019, 02/03/2020

34. Normal Wear and Tear	9
35. Operating Budget.....	9
36. Overcrowding.....	9
37. Permanent Stay.....	10
38. Pet	10
39. Persons with Disabilities	10
40. Rental Agreement.....	11
41. Self-Sufficiency Plan.....	11
42. Temporary Guest	11
43. Visitor	11
44. Waiting List.....	11
 B. COUNSELING.....	12
1. Client Obligations.....	12
2. Pre-Occupancy Counseling.	12
3. Mandatory Family Self-Sufficiency Counseling.....	12
4. Failure to Attend and/or Perform.....	13
5. Failure to Maintain the Minimum Required Monthly Payment.....	13
 C. CHICO RANCHERIA HOUSING CORPORATION GENERAL RESPONSIBILITIES.....	13
1. Health, Safety, & Maintenance	13
2. Insurance	13
3. Documentation	13
4. Administration & Annual Budget	13
 D. RENTERS' GENERAL RESPONSIBILITIES	14
1. Responsibility to Tribe.....	14
2. Respect to Housing Corporation.	14
3. Principal Place of Residence	14
4. Misuse of Dwelling Unit.	14
5. "Drug Free" Dwelling Units and Drug Testing.....	14
 E. RENTERS' FINANCIAL OBLIGATIONS AND RESPONSIBILITIES	15
1. General.	15
2. Signatures.....	15
3. Specifics.	15
4. Security Deposit	15
5. Rent- Monthly Charge.....	17
6. Payments.....	18
7. Annual "Good Tenant" Reward.....	19
8. Re-determination of Rent.....	20
9. Changes in Status.....	27
10. Payment Plans.....	27
11. Guests / Visitors.....	27
12. Sub-leasing.....	27
13. Illegal Occupants.....	28
14. Transfers	29,30
15. Utilities	31
16. Insurance.....	31
 F. RENTERS' SOCIAL OBLIGATIONS AND RESPONSIBILITIES	32
1. Conduct of Family and Guests.....	32
2. Disorderly Events - (Reference City of Chico Municipal Code 9.40, 05/16/08)	33
3. Parties.....	34
4. Noise.....	34

5. Public Disturbances.	34
6. Supervision of Children.....	35
7. Violence.	35
8. Reporting Problems.....	35
 G. KEYS	36
1. Move-In.....	36
2. Lost Keys.....	36
3. Returning Issued Keys.....	36
4. Lockouts.	36
5. Lock-Sets.....	36
6. Changing / Adding Additional Locking Systems.....	36
 H. HEALTH & SAFETY	37
1. Preventive Maintenance-Renter Responsibilities.	37
2. Emergencies.	39
3. Firearms.....	40
4. Burning.....	40
5. Pets.....	40
6. Liquid-filled Furniture / Containers.....	40
7. Parking Restrictions.....	41
8. Displaying Signs.....	42
9. Structural Changes.	42
10. Outside Storage.	43
 I. MAINTENANCE	43
1. Repairs.	43
2. Billing Renters for Repairs and Damages.....	43
3. Reporting Work or Needed Repairs.	44
4. Work Orders.	44
5. Reporting Damages Caused by Others.	50
6. Pest Control.....	46
 J. INSPECTIONS.....	46
1. General.....	46
2. Move-In Inspection.....	47
3. Annual Inspection.	48
4. Pre-Move out Inspection.	49
5. Move-Out Inspection.....	50
 K. SUCCESSION UPON SEPARATION, DIVORCE, DEATH, OR MENTAL INCAPACITY	51
1. Separation / Divorce / Death - Involving two (2) Enrolled Tribal Members.....	51
2. Separation / Divorce / Death - Involving one (1) Enrolled Tribal Member and one (1) NON Tribal Individual.....	51
 L. PROGRAM VIOLATIONS	53
1. General.	53
2. Common Program Violations.	53
3. Common Criminal Violations.....	54
4. Chico Rancheria Housing Corporation's Actions Following a Violation.	54
 M. TERMINATION OF RENTAL AGREEMENT	55
1. Client Initiated Termination Procedures.....	55
2. Chico Rancheria Housing Corporation or its Agent Initiated Termination Procedures.	55

3. Abandonment.....	58
4. Prorating Monthly Rent Payments.....	59
5. Evictions.....	59
6. Graduation.....	60
 N. VACATING UNITS.....	60
1. Sequence of Events.....	60
2. Client Due Refund.....	61
3. Client Owes Housing Money.....	61
 O. PERSONAL BELONGINGS.....	62
1. Client Responsibilities.....	62
2. Exception - Death of Client.....	62
 P. NOTICE DELIVERY METHODS (CLIENT NOTICES TO HOUSING).....	62
1. General.....	62
2. Client Notice Content.....	62
3. Formal Grievance.....	63
4. Client Generated Termination Notice.....	63
5. Client Generated Notice Delivery Methods.....	63
 Q. NOTICES (CHICO RANCHERIA HOUSING CORPORATION OR ITS AGENT - LEGAL NOTICES TO RENTERS).....	63
1. General.....	63
2. Legal Notice Servicing Methods.....	63
 APPENDIX A: RENTAL AGREEMENT	A
APPENDIX B: SAMPLE CHICO RANCHERIA HOUSING CORPORATION LOCAL MARKET RENT DETERMINATION FORM - ANNUALLY UPDATED	B
APPENDIX C: SAMPLE HUD ANNUALLY PUBLISHED FAIR MARKET RENT	C
APPENDIX D: SAMPLE ANNUAL INCOME CALCULATION WORKSHEET	D
APPENDIX E: SAMPLE ALLOWABLE DEDUCTION WORKSHEET	E
APPENDIX F: SAMPLE MONTHLY RENT PAYMENT WORKSHEET	F
APPENDIX G: SAMPLE HOUSEHOLD COMPOSITION FORM	G
APPENDIX H: SAMPLE TENANT REQUEST TO CHANGE HOUSEHOLD COMPOSITION FORM	H
APPENDIX I: SAMPLE CONSENT TO RELEASE INFORMATION FORM	I
APPENDIX J: SAMPLE FAMILY SELF-SUFFICIENCY PLAN.....	J
APPENDIX K: SAMPLE CLIENT CONTACT RECORD FORM	K
APPENDIX L: SAMPLE THREE DAY NOTICE TO PAY RENT OR QUIT.....	L
APPENDIX M: SAMPLE PROOF OF SERVICE OF THREE DAY NOTICE TO QUIT	M
APPENDIX N: SAMPLE THREE DAY NOTICE TO CURE OR QUIT	N
APPENDIX O: SAMPLE PROOF OF SERVICE OF THREE DAY NOTICE TO CURE OR QUIT	O
APPENDIX P: SAMPLE THIRTY/SIXTY DAY NOTICE OF TERMINATION	P
APPENDIX Q: SAMPLE PROOF OF SERVICE OF THIRTY/SIXTY DAY NOTICE OF TERMINATION	Q

APPENDIX R: SAMPLE NOTICE OF BELIEF OF ABANDONMENT	R
APPENDIX S: SAMPLE PROOF OF SERVICE OF NOTICE OF BELIEF OF ABANDONMENT	S
APPENDIX T: SAMPLE ANNUAL RE-CERTIFICATION NOTICE	T
APPENDIX U: SAMPLE PAYBACK AGREEMENT FOR ACCIDENTAL FALSIFICATION	U
APPENDIX V: SAMPLE UNIT TRANSFER REQUEST FORM	V
APPENDIX W: SAMPLE DAMAGE/INCIDENT REPORT FORM	W
APPENDIX X: SAMPLE PEST CONTROL TREATMENT NOTICE.....	X
APPENDIX Y: SAMPLE NOTICE OF INTENT TO ENTER DWELLING.....	Y
APPENDIX Z: TENANTS RIGHTS DURING INSPECTIONS	Z
APPENDIX AA: HOUSING QUALITY STANDARDS	AA
APPENDIX BB: SAMPLE HOUSING QUALITY STANDARDS (HQS) INSPECTION FORM	BB
APPENDIX CC: SAMPLE TENANT’S INTENT TO VACATE FROM LETTER.....	CC
APPENDIX DD: SAMPLE COMPLAINT FORM	DD

SECTION I. PURPOSE

The goal of the Chico Rancheria Housing Corporation is to provide affordable housing for qualified families in a safe and healthy environment. Once eligibility for admission has been established and a family moves into a unit managed by the Chico Rancheria Housing Corporation or its agent, Renters and their families are expected to abide by all OCCUPANCY standards established by Chico Rancheria Housing Corporation.

This policy provides Renters and their families with the framework and guidelines necessary to ensure a safe and healthy living environment for ALL those who are living within the Rental Program communities as well as the neighbors of such communities. It is also intended to protect the Tribe's investment in its housing resources by detailing the Renters "*Rights and Responsibilities*" while participating in housing programs as well as the "*Rights and Responsibilities*" of Chico Rancheria Housing Corporation.

SECTION II. APPLICABILITY

This policy has been designed to:

- Comply with Federal Housing Statutes and Regulations
- Serve as a guide, for Chico Rancheria Housing Corporation Staff, its Agent, and the Board of Directors members to use for enforcing OCCUPANCY standards of Rental Programs Administered by the Chico Rancheria Housing Corporation.
- Provide for consistent, fair, equitable, and uniform treatment of Renters
- Provide a basis for decision-making by Chico Rancheria Housing Corporation Staff and Members of the Board of Directors
- Serve as a training and orientation manual for newly hired Staff and appointed Board of Directors members.
- Educate Chico Rancheria Housing Corporation Renters and the public on the basis for Chico Rancheria Housing Corporation Board of Directors decisions.

SECTION III. POLICY

A. DEFINITIONS

1. Abandonment

The term "abandonment" is when the tenant both physically leaves the premises and intends to permanently vacate. If the Housing Corporation reasonably believes the tenant has abandoned possession and the tenant is 14 days or more delinquent in payment of rent, then the Housing Corporation 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 tenant does not timely respond, the premises are deemed abandoned and the Housing Corporation will retake possession of the property without using the eviction process.

2. Annual "Good Tenant" Reward

A reward in the form of a credit or other incentive that may be issued to "good tenants" that have (1) paid at least the Minimum Required Monthly Payment for each month without notice during the program year; and (2) have been in continuous good standing

with the Mechoopda Indian Tribe, Chico Rancheria Housing Corporation, and its agents throughout the year; and (3) have completed all the steps, objectives, and goals within their Family Self-Sufficiency Plan during the program year. The reward is contingent on a variety of factors and, if granted, shall be issued after the end of each program year. The reward or incentive shall be determined at the discretion of the Board of Directors.

3. Annual Income

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

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

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

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

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b) (2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

- (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
- (6) *Welfare assistance payments.*
 - (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
 - (A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
 - (B) Are not otherwise excluded under paragraph (c) of this section.
 - (ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
- (8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).
- (9) Any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

(c) Annual income does not include the following:

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in 24 CFR § 5.403;
- (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8) Additional Amounts Not Included:
 - (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Corporation 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 Housing Corporation's governing board. No resident may receive more than one such stipend during the same period of time;
 - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training

programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

- (9) Temporary, nonrecurring or sporadic income (including gifts);
 - (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 - (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 - (12) Adoption assistance payments in excess of \$480 per adopted child;
 - (13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
 - (14) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
 - (15) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
 - (16) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.
- (d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (*i.e.*, seasonal or cyclic income), or CHICO RANCHERIA HOUSING CORPORATION believes that past income is the best available indicator of expected future income, CHICO RANCHERIA HOUSING CORPORATION may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

4. Adjusted Income

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

- (a) YOUTHS, STUDENTS, AND PERSONS WITH DISABILITIES- \$480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household)-
 - (1) who is under 18 years of age; or
 - (2) who is 18 years of age or older and a person with disabilities or a full-time student.
- (b) ELDERLY AND DISABLED FAMILIES- \$400 for an elderly or disabled family.
- (c) MEDICAL AND ATTENDANT EXPENSES- The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of-

- (1) medical expenses, in the case of an elderly or disabled family; and
 - (2) reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
- (d) CHILD CARE EXPENSES- Child care expenses for the care of children under the age of 13 to the extent necessary to enable another member of the family to be employed or to further his or her education.
 - (e) EARNED INCOME OF MINORS- The amount of any earned income of any member of the family who is less than 18 years of age.

5. Break Even Point

The Break Even Point is the amount of funds required to operate and maintain the program and the Tribe's property without any government subsidy, which is the fundamental foundation of program self-sustainability. Such costs consist of board stipends, staff wages, accounting costs, auditing costs, a share of facility costs, property management costs, travel, supplies, equipment, maintenance, utilities, insurance, payments in lieu of taxes, and any other costs deemed necessary by the Chico Rancheria Housing Corporation to operate and maintain the program without relying on government assistance.

6. Break Even Analysis

The Break Even Program Analysis shall be conducted not less than annually by totaling the previous 12 month expenditures of the program to predict an upcoming 12 month estimate of program costs. When appropriate, a lesser amount of time may be used as well as other expected upcoming cost variables in order to develop the program operating budget. The Break Even Point shall be increased by at least a 35% margin when used to determine the annual Maximum Monthly Payment and when developing the program operating budget in order to insure an annual operating reserve. When the current Maximum Monthly Payment exceeds the annual Break Even Point plus a 35% margin, no rent schedule adjustments are needed to insure program stability.

7. Children

Persons under 18 years of age or under 24 years of age if living at home and attending school full time.

8. Client, Renter, Tenant, Occupant, Lessee, Signature

Each term has a different definition; however, for the purposes of describing the terms referred to in this policy, the following description is provided: The terms "Client," "Renter," "Tenant," "Occupant," "Lessee," and/or "Signature" refers to an individual receiving affordable housing services within the Low-Income Rental Program.

9. 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 Chico Rancheria Housing Corporation is aware of non-compliance with ANY LAW, it will consider the action as "Criminal Activity."

10. Disabled Family

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

11. 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).

12. 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 CHICO RANCHERIA HOUSING CORPORATION to be essential to their care or well-being.

13. Elderly Person

The term '*elderly person*' means a person who is at least 62 years of age.

14. Extended Family

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

15. 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) recognized by the Housing Corporation;
- (d) a domesticated partnership with children recognized by the Housing Corporation;
- (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).

16. Firearms

(*Housing Corporation Interpretation*) - The term "***firearms***" includes any rifle, shotgun, handgun, air rifle, B-B gun, bow and arrow, spear, cross-bow, slingshot, slinger, explosive, firecracker, or wrist rocket.

17. 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.

18. 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.

19. Good Tenant

A tenant that has (1) paid at least the Minimum Required Monthly Payment without notice during the program year; and (2) has been in continuous good standing with the Mechoopda Indian Tribe, Chico Rancheria Housing Corporation, and its agents throughout the year; and (3) has completed all the steps, objectives, and goals within his/her Family Self-Sufficiency Plan during the program year.

20. 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.

21. HUD

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

22. 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 Rental Agreement and whose presence in the unit has **NOT** been authorized by the **Chico Rancheria Housing Corporation**.

23. Indian

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

24. Indian Service Area

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

25. Indian Tribe

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

26. Low Income Family

Specific to the Low-Income Rental Program, the term ‘**low-income family**’ means a family whose income does not exceed 80 percent of median income, as annually determined by HUD with adjustments for smaller and larger families.

27. Maintenance

The term “**maintenance**” means, **ALL** upkeep, repairs, renovating and replacement to the interior, exterior, equipment and grounds of the housing units managed by **Chico Rancheria Housing Corporation**. Maintenance shall include the repair of any damage or deterioration caused by any source and also include **ALL** efforts to prevent damage (preventive maintenance) before they occur.

28. Maximum Monthly Payment

Not less than annually, the Chico Rancheria Housing Corporation shall determine a Maximum Monthly Payment per number of bedrooms based on the Break Even Point to operate and maintain the program with at least a 35% positive margin for inflation and/or reserve. Such determination shall be made at least forty-five (45) days prior to the beginning of the program year at a board meeting through resolution, recorded in the minutes, and all Tenants shall be notified at least thirty (30) days prior to the beginning of the program year of the results of the Maximum Monthly Payment adjustment. When the current Maximum Monthly Payment exceeds the annual Break Even Point plus a 35% margin, no rent schedule adjustment is needed to insure program stability.

29. Mechoopda Tribal Family

A family, as defined here, in which at least one family member, adult or child, is an enrolled member of the Mechoopda Indian Tribe of Chico Rancheria, California.

30. Median Income Limits

Median Income Limits shall be updated annually based on HUD's published Annual Income Limits and shall be applicable to local area median income limits for the county as well as the United States.

31. Minimum Required Monthly Payment

A minimum required monthly payment that is established at least annually by the Chico Rancheria Housing Corporation to determine program eligibility. The Minimum Required Monthly Payment is based on the total Break Even Point of the program plus 10% divided by the number of units and then divided by twelve (12) months. The purpose of establishing the Minimum Required Monthly Payment is to insure program stability. Thirty percent (30%) of the applicant's adjusted income must be equivalent or exceed the Minimum Required Monthly Payment in order to be eligible for the program.

32. Moderate Income Family

The term '*moderate-income family*' means a family whose income is between 80 and 100 percent of median income, as determined by HUD with adjustments for smaller and larger families.

33. NAHASDA

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

34. Normal Wear and Tear

The term "*Normal Wear and Tear*" means, 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 (of the **Chico Rancheria Housing Corporation**) by the client or by any other person in the dwelling unit or on the premises with the client's consent.

Note: Un-cleanliness does **NOT** constitute "*Normal Wear and Tear*".

35. Operating Budget

An itemized financial list based on expected income and expense for a given period in the future. The Low-Income Rental Program Operating Budget shall be developed at least forty-five (45) days before the beginning of the program year. It shall be based on the Break Even Point, the current established monthly rents, the Minimum Required Monthly Payment, the Maximum Monthly Payment, and other variables known and/or unknown to the Chico Rancheria Housing Corporation, such as turnover, etc...

36. Overcrowding

A household is considered "**overcrowded**" if there are more than two persons per bedroom. Infants under the age of two are permitted in a the parents' bedroom, as long

as the family can provide enough living space once the child turns two years of age. If a family's size changes during occupancy, Chico Rancheria Housing Corporation must be notified. If a unit becomes overcrowded, the Chico Rancheria Housing Corporation may take measures to remedy the situation.

37. Permanent Stay

The term "***permanent stay***" means, a stay that exceeds fourteen (14) calendar days. Renters often seek permission for others to live in their rented home. If that stay is going to be PERMANENT, then permission to do so must first be sought and approved, from the **Chico Rancheria Housing Corporation**, by the Head of Household. Such requests require additional processing, including applicable review in accordance with the Eligibility & Admissions Policy and examining overcrowding potential.

38. Pet

The term "***Pet***" means any animal held captive or domesticated by the client, including cats, dogs, birds, reptiles, amphibians, mammals, or any other creature defined as an animal.

39. 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. The Secretary shall consult with Indian tribes and appropriate Federal agencies to implement this paragraph.
- (f) For purposes of this definition, the term "*physical, mental or emotional impairment*" includes, but is not limited to:
 - (1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
 - (2) Any mental or psychological condition, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
 - (3) The term "*physical, mental, or emotional impairment*" includes, but is not limited to, such diseases and conditions as orthopedic, visual,

speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, and emotional illness.

40. Rental Agreement

A legally binding lease that gives a tenant possession of real property for a given period of time. The Low-Income Rental Program's Rental Agreement serves as a month-to-month lease agreement (see Appendix A for a sample Rental Agreement). In addition to the Head of Household, all occupants eighteen (18) and older are required to sign the Rental Agreement.

41. Self-Sufficiency Plan

A plan that the head of household and all occupants eighteen (18) and older develop in consultation with his or her family and the Chico Rancheria Housing Corporation outlining specific goals and achievements that will prepare the family to sustain without further assistance. Specifically, the plan will increase the family's income so the family can afford shelter on their own without paying over 30% of their adjusted income on housing over a realistic time frame. The Self-Sufficiency Plan will include the stipulation that if the family's income is reduced for any reason leading to 30% of their adjusted monthly income being less than the Minimum Required Monthly Payment that was in place when they were originally approved for the program, the family will be given no more than six (6) months to increase their income so that 30% of their adjusted monthly income is once again at least equivalent to the Minimum Required Monthly Payment that was in place when they were originally approved. Repeated drops in the family's monthly income (due to lack of Self-Sufficiency Progress) leading to 30% of their adjusted monthly income being less than the Minimum Required Monthly Payment that was in place when they were originally approved for the program may also be grounds for Termination of the Rental Agreement and Eviction.

42. Temporary Guest

The term "**Temporary Guest**" means, one that does **NOT** exceed fourteen (14) cumulative calendar days within any ninety (90) calendar day period. After obtaining housing, renters often seek permission for others to live in their rented home. Notice of the Temporary Guest must be given to Chico Rancheria Housing Corporation.

43. Visitor

The term "**Visitor**" means, a person who is temporarily residing in a Dwelling unit with a Family for a period of time **NOT** exceeding three (3) calendar days during any given ninety (90) calendar day period - as specified as a Temporary Stay. Persons residing longer than three (3) calendar days shall be determined to be "**Unauthorized Residents**".

44. Waiting List

A list used to rank need based on a points scoring system when funding is minimal or unavailable and/or when housing is unavailable.

- a) An Applicant only needs to provide the following three (3) documents in addition to a completed application to be added to the waitlist:
 - i) Proof Of Tribal Verification
 - ii) State ID or Driver's License
 - iii) Social Security cards for all members of the household
- b) Should multiple applicants have equal scores, priority is based by date and time that the application is added into the software system by CRHC staff.
- c) Waiting list points are scored based on the following system for all CRHC Housing Programs:

WAITING LIST SELECTION PREFERENCE:	# OF POINTS:
------------------------------------	--------------

Mechoopda Tribal Family

100

Disabled Family	5
Elderly Person (each)	5
Dependent Minor (each)	1
Involuntarily Displaced	5
Displaced by a Natural Disaster	15

- d) Applicant may deny a unit when it is offered by the CRHC Staff
 - a) The denial must be in writing within five (5) business days of the offer
 - b) The applicant must wait six (6) months to submit a new application
- e) An applicant may accept the offered unit and request a transfer. See Transfers Section III.E.14(a)(1)(b)

B. COUNSELING

The **Chico Rancheria Housing Corporation** or its agent shall provide counseling to program participants (Renters) to ensure a full understanding by Renters of their financial and social responsibilities under the Rental Agreement. This shall also include a mandatory Self-Sufficiency Plan that the Head of Household and all other occupants eighteen (18) and older will develop in consultation with the Housing Corporation.

1. Client Obligations.

Renters are required to participate in and cooperate fully with **ALL** mandatory “official” counseling sessions.

2. Pre-Occupancy Counseling.

Pre-Occupancy Counseling sessions are held to ensure potential Renters fully understand the Low-Income Rental program for which they applied and their obligations / responsibilities under that program.

- (a) **Orientation.** The Pre-Occupancy Counseling session is also known as “**Orientation**” and occurs prior to execution of the Rental Agreement.

(1) This session is intended to inform the applicant about:

- a) Program requirements and procedures of the Low-Income Rental Occupancy Policy.
- b) Applicant’s requirement to develop a Family Self-Sufficiency Plan in consultation with Chico Rancheria Housing Corporation prior to execution of the Rental Agreement.
- c) The proper use of appliances and equipment.
- d) Proper homecare procedures, including upkeep, cleaning, etc...
- e) Proper yard upkeep procedures, if applicable.
- f) How to locate and switch off utility services (i.e., water shut off valves, L.P. Gas shut off valves, circuit breaker panels, etc.).
- g) How to obtain keys, who to contact to get utility service started and what to expect at the Move-In Inspection.
- h) Record keeping.

3. Mandatory Family Self-Sufficiency Counseling.

Family Self-Sufficiency Counseling includes one-on-one or group sessions on a variety of issues such as: follow up on progress of the Family Self-Sufficiency Plan, program requirements, proper use of the dwelling unit, proper maintenance of the dwelling unit, budgeting, housekeeping, etc. This is further detailed below (For a sample of the Family

Self-Sufficiency Plan Worksheet see Appendix J).

- (a) **Employment/Skills Counseling.** This promotes the head of household to increase skills to get a higher paying job and eventually increase their living situation with the long term goal to move out of assisted living. Links to educational and job developmental programs offered by local agencies are given to the head of household. The Family sets timeframes and objectives in which the Housing Corporation measures the progressive steps and evaluates the Family's potential. If the family does not strive to meet such objectives and goals, the Housing Corporation shall terminate the rental agreement. In example, if a participant's objective is to obtain his/her GED and continuously fails yet studies and shows up to take the test, the Housing Corporation will provide additional support for the participant, but if the participant fails because he/she doesn't bother to study or show up to take the test, the Housing Corporation shall terminate the rental agreement.
- (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 client is **NOT** properly using or maintaining his / her dwelling unit and **Chico Rancheria Housing Corporation** intervention is necessary.
- (c) **Budget Counseling.** This is provided to renters and can either be at their request and / or when an inadequate payment history becomes apparent. Budget counseling attempts to provide realistic budget advice that is within the client's income and expenditures.

4. Failure to Attend and/or Perform.

Failure to attend or participate in **ALL** mandatory "*official*" counseling sessions, without good cause, constitutes a breach of the Rental Agreement and is mandatory grounds for Termination of the Rental Agreement and Eviction. Failure to perform on all steps, objectives, and goals of the Family Self-Sufficiency Plan developed by the Head of Household and all other occupants eighteen (18) and older in consultation with the Service Coordinator constitutes a breach of the Rental Agreement and is mandatory grounds for Termination of the Rental Agreement and Eviction.

5. Failure to Maintain the Minimum Required Monthly Payment.

The Self-Sufficiency Plan will include the stipulation that if the family's income is reduced for any reason leading to 30% of their adjusted monthly income being less than the Minimum Required Monthly Payment that was in place when they were originally approved for the program, the family will be given no more than six (6) months to increase their income so that 30% of their adjusted monthly income is once again at least equivalent to the Minimum Required Monthly Payment that was in place when they were originally approved. Repeated drops in the family's monthly income (due to lack of Self-Sufficiency progress) leading to 30% of their adjusted monthly income being less than the Minimum Required Monthly Payment that was in place when they were originally approved for the program may also be grounds for Termination of the Rental Agreement and Eviction.

C. CHICO RANCHERIA HOUSING CORPORATION GENERAL RESPONSIBILITIES

1. Health, Safety, & Maintenance

The **Chico Rancheria Housing Corporation** shall be responsible for maintaining the Rental Unit premises and the Rental Housing Developments, in a decent, safe and sanitary condition.

2. Insurance

The **Chico Rancheria Housing Corporation** shall provide adequate insurance (i.e., fire and extended coverage) on **ALL** units under management. It is important for Renters to note that that coverage is for repair / replacement of the "*structure*" and **NOT** the "*personal contents*" of the leaseholder. The Chico Rancheria Housing Corporation strongly encourages all Renters to obtain Renter's Insurance.

3. Documentation

- (a) To the extent feasible, the **Chico Rancheria Housing Corporation** staff shall endeavor to document conversations, phone calls, and meetings with Renters.
- (b) While it is **NOT** feasible to track everything, those issues deemed (in the opinion of the staff member) to be “*significant*” shall be documented.
- (c) To facilitate this, the staff shall utilize the ***Client Contact Record***.

See Appendix K for a Sample of the Chico Rancheria Housing Corporation’s “Client Contact Record” form.

4. Administration & Annual Budget

The **Chico Rancheria Housing Corporation** shall administer the Low-Income Rental Program, prepare and reasonably follow an annual operating budget, and adjust the rent schedule when necessary. The rent schedule shall be adjusted annually when the break-even cost per unit plus a 35% margin is greater than the current Maximum Monthly Payment. When the current Maximum Monthly Payment is greater than the annual Break Even Point plus a 35% margin, no rent schedule adjustment is needed to insure program stability.

D. RENTERS’ GENERAL RESPONSIBILITIES

1. Responsibility to Tribe.

Renters and the **Chico Rancheria Housing Corporation** are jointly responsible to the Tribe, and future generations, for ensuring that the Tribes housing stock is used properly and well maintained.

2. Respect to Tribe and the Housing Corporation.

- (a) It is the responsibility of each client to show respect to the Tribe and the **Chico Rancheria Housing Corporation** and appreciation for his / her low housing cost by keeping his / her unit and grounds in a decent, safe and sanitary condition at **ALL** times.
- (b) In the event any client, family member, or guest disrespects any **Chico Rancheria Housing Corporation** board member or staff by verbal threat, physical action, or other intimidation measures, the action shall constitute a basis for Termination of Rental Agreement and Eviction.

3. Principal Place of Residence

- (a) As a condition of occupancy, the Head of Household and all other occupants eighteen (18) and older are required to use the assigned dwelling unit as their “**PRINCIPLE**” residence during the term of the Rental Agreement.
- (b) Dwelling units are for the sole use of the residents specifically listed on the Rental Agreement.
- (c) Renters shall **NOT** use, or permit the use of the dwelling, for any other purpose.

4. Misuse of Dwelling Unit.

Instances of serious abuse or misuse of the dwelling unit (i.e., **NOT** using it as one’s ***Principal Residence***) is cause for Termination of the Rental Agreement and Eviction.

5. “Drug Free” Dwelling Units and Drug Testing.

All Tribally owned rental units in the Low-Income Rental Occupancy program are considered to be “Drug Free” and before occupancy the applicant agrees to a drug test for all members of the household eighteen (18) years old, or older. This initial drug test will be paid by the program, not the applicant. If the testing proves positive, the Chico Rancheria Housing Corporation will not allow the applicant to participate in the Low-Income Rental Occupancy program.

Applicant, and all members of the household eighteen (18) years old, or older, also agree, by signing the rental agreement, to random drug testing under very specific circumstances. After occupancy of the rental unit, after any drug related criminal activity or public disturbance in which there is suspected drug use by a tenant or his/her guests, all members of the household eighteen (18) and older will be required to take a drug test. This test during tenancy will be paid for by the household, not the program. If the testing proves positive, the Chico Rancheria Housing Corporation may terminate the rental agreement and evict the household.

Tenant also understands and agrees that any conviction, including “no contest” pleas for a drug-related criminal activity may be grounds for immediate termination of the rental agreement and eviction.

E. RENTERS’ FINANCIAL OBLIGATIONS AND RESPONSIBILITIES

1. General.

- (a) The person(s) who execute the Rental Agreement shall be held responsible for the actions of their family members, children, other residents, and guests while they are in the rented dwelling unit.
- (b) Prior to occupancy of a dwelling unit, the Head of Household and all other occupants eighteen (18) and older shall execute a Rental Agreement.
 - (1) These are legally binding agreements, which describe the rights, duties, obligations, and responsibilities of the client/s.
 - (2) As a part of the “*occupancy*” process, Renters are also required to list **ALL** occupants of the dwelling unit on the Rental Agreement. Failure to do so constitutes fraud.
- (c) The Rental Agreement shall be executed in DUPLICATE with an original going to the client’s permanent Chico Rancheria Housing Corporation file, an original going to the client/s for his / her records, and a copy going to the Chico Rancheria Housing Corporation’s agent file, if applicable.

2. Signatures.

The Head of Household and all other occupants eighteen (18) and older are required to sign the Rental Agreement. The Chico Rancheria Housing Corporation Executive Director shall sign the agreements on behalf of the Chico Rancheria Housing Corporation.

3. Specifics.

- (a) Before the Chico Rancheria Housing Corporation shall allow a family to occupy a Rental Unit, they must first execute a legally binding Rental Agreement.
- (b) An example of the Rental Agreement available at the end of this document. See Appendix A for a Sample of the Chico Rancheria Housing Corporation’s “*Rental Agreement*”.
- (c) At the time of Rental Agreement signing, Renters are reminded that their Security Deposit must be paid before the Chico Rancheria Housing Corporation or its agent can authorize access to the home. See Section E.4. below (entitled: *Security Deposit*) of this document for more details.

4. Security Deposit

- (a) **Applicability.** Those participating in the Low-Income Rental Program shall pay a Security Deposit “*prior*” to move in.
- (b) **Amount.** The Chico Rancheria Housing Corporation has set the Security Deposit rate as the equivalent of one and one-half (1.5) times the monthly rent for non-Mechoopda

Tribal member tenants, and one-half (0.5) times the monthly rent for Mechoopda Tribal member tenants. The difference in required Security Deposit being that CRHC has the ability to be repaid balances due through the withholding of the Mechoopda Tribal member tenants' quarterly Revenue Share Disbursement.

- (1) The Chico Rancheria Housing Corporation reserves the right to review the **MINIMUM** Security Deposit, on an annual basis, and if / when deemed necessary, increase that amount.
 - (2) If the Chico Rancheria Housing Corporation Executive Director determines that a Security Deposit increase is necessary, he / she shall forward that recommendation to the Housing Corporation Board of Directors for review / approval.
 - (3) The Board of Directors shall set the new amount as well as an effective date for implementation.
 - (4) Security Deposit increases shall then apply to ALL those entering into the Low-Income Rental program after the increase has been officially adopted.
 - (5) Security Deposit increases shall **NOT** be made retroactive.
- (c) **Client Use of Security Deposit Funds.** Renters **CAN NOT** draw on their Security Deposit funds, while occupying a unit, for the purposes of meeting Housing Related Expenses (i.e., rent, repairs, utilities, etc.).
- (d) **NON-Interest Bearing.** Client Security Deposits are **NON**-interest bearing. In other words, Security Deposits **DO NOT** earn interest for the client.
- (e) **Use during Transfers.**
- (1) The Security Deposit is **NON** Transferable. In other words, if a client is being transferred to another unit, the Security Deposit may **NOT** be transferred to the new unit.
 - (2) Renters shall provide the Chico Rancheria Housing Corporation with a new Security Deposit for the new unit prior to the transfer.
 - (3) The Security Deposit for that new unit shall be based on the required Security Deposit for the Low-Income Rental program at time of transfer.
 - (4) The Security Deposit from the old unit shall be disposed of in accordance with Section C. 4. (f), below.
 - (5) Grandfather clause: When transferring from the Mutual Help Program, security deposits shall be waived.
- (f) **Return of the Security Deposit.** The Security Deposit shall be returned to the client, or a statement listing any outstanding obligations of the client must be sent to the client within twenty-one (21) calendar days of move out. Obligations that could be deducted from the Security Deposit include (but are **NOT** limited to):
- (1) Back (past due) Rent.
 - (2) The cost of repairs to the unit (less normal wear and tear).
 - (3) Legal fees (i.e., attorney, filing, bailiff, servicing, etc.) incurred during an eviction proceeding.
 - (4) Other charges owed by the Client.

- (g) **Close Out Settlement.** Any fees deducted from the Security Deposit, by the Chico Rancheria Housing Corporation or its agent shall be accounted for on the “*Settlement Statement.*”

5. Rent- Monthly Charge

The Low-Income Rental Occupancy Program is structured to be a program that should not rely on additional assistance to operate. Therefore, Minimum Required Monthly Payments are established not less than annually in order to calibrate the needed revenue to operate the program, while Maximum Monthly Payments are established in order to keep rents low. Mechoopda Tribal Elders in the Low-Income Rental Occupancy program are not subject to the Minimum Required Monthly Payment and they will be required to pay no more than fifteen percent (15%) of their adjusted annual income as their monthly rental payment, provided the Mechoopda Tribal Elders and their spouse/life partner are the only occupants of the unit.

- (a) **Minimum Required Monthly Payment.** A Minimum Required Monthly Payment that is established at least annually by the Chico Rancheria Housing Corporation to determine program eligibility. The Minimum Required Monthly Payment is based on the total Break Even Point of the program plus 10% divided by the number of units and then divided by twelve (12) months. The purpose of establishing the Minimum Required Monthly Payment is to insure program stability. Thirty percent (30%) of the applicant’s adjusted income must be equivalent or exceed the Minimum Required Monthly Payment in order to be eligible for the program.
- (b) **Minimum Required Monthly Payment Calculation Example:**
The Break Even Point of Low-Income Rental program for previous twelve (12) month period equals \$15,000 and a 10% increase is applied for a total of \$16,500 ($\$15,000 \times 10\% = \$16,500$). This figure is divided by the number of units (4) and then divided by twelve (12) months for a Minimum Required Monthly Payment per unit per month of \$344 ($\$16,500 / 4 / 12 = \343.75 - rounded up to \$344).
- (c) **Maximum Monthly Payment.** Not less than annually, the Chico Rancheria Housing Corporation shall determine a Maximum Monthly Payment per number of bedrooms based on the Minimum Required Monthly Payment with at least a 25% positive margin for inflation and/or reserve. Such determination shall be made at least forty-five (45) days prior to the beginning of the program year at a Chico Rancheria Housing Corporation Board of Director’s meeting through Resolution, recorded in the Minutes, and all Tenants shall be notified at least thirty (30) days prior to the beginning of the program year of the results of the Maximum Monthly Payment adjustment. When the current Maximum Monthly Payment exceeds the annual Break Even Point plus a 35% margin, no rent schedule adjustment is needed to insure program stability.
- (d) **Maximum Monthly Payment Calculation Example:**
The Minimum Required Monthly Payment is calculated as \$344 and a 25% increase is attributed equaling \$430 ($\$344 \times 25\% = \86 ; $\$344 + \$86 = \$430$).
- (e) **Monthly Rent Payment Amount.** Monthly Rent shall be calculated as thirty percent (30%) of the client’s Adjusted Income with a maximum limit determined not less than annually by the Chico Rancheria Housing Corporation. Under no circumstances shall Monthly Rent Payment amount be greater than HUD’s Annually Published Fair Market Rent (see HUD Fair Markey Rent Example in Appendix C). See Examples below based on a Minimum Required Monthly Payment of \$344 and a Maximum Monthly Payment of \$430:
- (1) Adjusted Income equals \$1000 per month; 30 percent of \$1000 equals \$300 ($\$1000 \times 30\% = \300); the applicant is ineligible for the program because 30% of their adjusted income does not meet the Minimum Monthly Payment.
 - (2) Adjusted Income equals \$2000 per month; 30 percent of \$2000 equals \$600 ($\$1000 \times 30\% = \600); Rent equals \$430 due to the Maximum Monthly Payment of \$430.

- (3) Adjusted Income equals \$1200 per month; 30 percent of \$1200 equals \$360 (\$1200 x 30% = \$360); Rent equals \$360 per month.

NOTE: These are only examples.

- (f) **Rent Increases.** Annually, program costs typically increase, thus even if a family's income does not change their Monthly Payment may increase. All Rent Re-determination shall follow the procedure set forth in Section E. 8 below.

6. Payments.

- (a) **General.** Per the terms and conditions laid out in the Rental Agreement, Rent payments are to be paid to the Chico Rancheria Housing Corporation or its agent PROMPTLY when due.
- (b) **Payment Due Date.**
- (1) Per the Rental Agreement, Rent is due and payable to the Chico Rancheria Housing Corporation or its agent on the 1st day of each month.
- (2) **NOTE: NO BILLING OR PRIOR NOTICE WILL BE PROVIDED TO RENTERS FOR THOSE "NORMAL" PAYMENTS THAT ARE DUE ON THE 1st OF EACH MONTH.**
- (c) **Payment Method.**
- (1) The Chico Rancheria Housing Corporation or its agent does **NOT** accept "cash" payments from Renters.
- (2) ALL payments shall be in the form of a "*Personal Check*", "*Bank Check*" (Cashiers) or "*Money Order*" and made payable to the Chico Rancheria Housing Corporation or its agent.
- (d) **Not Sufficient Funds (NSF) Checks.**
- (1) In the event a client makes payment, by use of a "*Personal Check*" and that check is returned by the bank for "*Not Sufficient Funds (NSF)*", the client shall repay the **Chico Rancheria Housing Corporation or its agent** the amount of the original check(s) plus the cost of the service charge of **\$25.00**, not to exceed **\$25.00** for the first check passed on insufficient funds, and **\$35.00** for each subsequent check passed on insufficient funds. Chico Rancheria Housing Corporation staff shall immediately notify the client of their check's status. A five day grace period will be granted to the tenant before a Notice to Pay or Quit is served. The five days begins the day the tenant is notified of the discrepancy.
- (2) The Chico Rancheria Housing Corporation or its agent shall **NOT** accept future payment in "*Personal Checks*", from those Renters whose checks bounce due to NSF. Such Renters shall be required to make future payments via "*Bank Checks*" (Cashiers) or "*Money Orders*".
- (3) NSF Checks result in the Chico Rancheria Housing Corporation or its agent **NOT** receiving its payment when due.
- (e) **Housing Department Actions Following Late Payments.**
- (1) Rent payments, **NOT** received by the close of business on the 5th day of the month, shall be considered DELINQUENT.
- (2) Should a client's account become DELINQUENT, the **Chico Rancheria Housing Corporation's** staff shall attempt to collect and / or terminate the Renters Rental Agreement.

(3) In summary, this includes:

(a) 5th of the Month.

- 1) If payment has **NOT** been received by the close of business on the 5th, the appropriate staff or agent shall prepare and serve a **3 Day Pay or Quit Notice**.
- 2) The Notice shall be served to the client by **Chico Rancheria Housing Corporation** staff or its agent in person or fixed to the front door of the unit and mailed to the client via Regular First Class Mail.
- 3) The **Chico Rancheria Housing Corporation** staff or its agent shall also immediately complete a **Legal Proof of Service** Document.
- 4) See Appendix L for a sample of the **3 Day Pay or Quit Notice**; See Appendix M for a sample of the **Legal Proof of Service** document.
- 5) If the client has made payment, and feels the Chico Rancheria Housing Corporation staff or its agent has served such notice in error, the client is encouraged to contact the Chico Rancheria Housing Corporation or its agent to discuss the error. If the client is not satisfied with the discussion, the client's only other option is to file a request for a grievance hearing in accordance with the Chico Rancheria Housing Corporation's Grievance Policy. The request for a hearing must be submitted prior to the expiration of the 3 Day Pay or Quit Notice. A drop mail slot is located in the front door of the Chico Rancheria Housing Corporation office should the 3 Day Pay or Quit Notice end during a time period when the office is closed.

(b) Expiration of 3 Day Pay or Quit Notice.

- (1) If payment has **NOT** been received by the **expiration date of the 3 Day Pay or Quit Notice**, an Unlawful Detainer action will be initiated.
- (4) The client shall be held responsible for any legal fees incurred by the **Chico Rancheria Housing Corporation or its agent** with regards to the **TERMINATION / EVICTION** action. Tribal Revenue Share Disbursements and wages can be garnished to collect any and all amounts owed to the **Chico Rancheria Housing Corporation**, if applicable.
- (5) Any costs accrued in renovating the client's former dwelling beyond Normal Wear and Tear in order for the **Chico Rancheria Housing Corporation** to move in a new client shall be the responsibility of the former client (see Section N: Vacating Units).

(f) **Late Fees.**

- (1) Rent payments, **NOT** received by close of business on the 5th day of the month, are considered **DELINQUENT** and subject to a twenty-five dollar (**\$25**) **Late Fee**. Payment following a Late Fee shall be applied to the Late Fee first, then the balance of the payment will be applied to the delinquent monthly rent.

7. Annual "Good Tenant" Reward.

- (a) A reward in the form of a credit or other incentive that may be issued to "good tenants" that have (1) paid at least the Minimum Required Monthly Payment by the due date for each month during the program year; and (2) have been in continuous good standing with the Mechoopda Indian Tribe, Chico Rancheria Housing Corporation, and its agents

throughout the year; and (3) have completed all the steps, objectives, and goals within their Family Self-Sufficiency Plan. The reward is contingent on a variety of factors and, if granted, shall be issued after the end of each program year. The reward or incentive shall be determined at the discretion of the Board of Directors.

8. Re-determination of Rent

- (a) **General.** In accordance with the provisions of NAHASDA, the Chico Rancheria Housing Corporation has elected to continue with Annual and Interim Re-Certifications for the purposes of re-determining monthly rent. In addition, not less than annually, the Chico Rancheria Housing Corporation shall determine the Maximum Monthly Payment based on the break even cost per unit with at least a 35% positive margin for inflation and/or reserve. When the current Maximum Monthly Payment is greater than the annual Break Even point plus a 35% margin, no rent schedule adjustment is needed to insure program stability.
- (b) Renters are required to fully comply with the Chico Rancheria Housing Corporation's Annual and Interim Re-Certifications Process.
 - (1) When there is an Annual or Interim Re-Certification, the Head of Household and all occupants eighteen (18) and older are required to provide the Chico Rancheria Housing Corporation with accurate, up-to-date information, in a timely manner. At a MINIMUM, that includes:
 - a) An update on **ALL** sources of Household Income, including a copy of the most recent annual tax documents and two of the most recent paycheck stubs.
 - b) An update on **ALL** places of Employment.
 - c) An update on the Household Composition.
 - d) A signed affidavit verifying all information is accurate and correct.
 - (2) The Chico Rancheria Housing Corporation shall verify Household Income and Household Composition information, in accordance with the procedures outlined in the Chico Rancheria Housing Corporation's ELIGIBILITY & ADMISSION Policy.
 - (3) Based on the findings of those reviews, the **Chico Rancheria Housing Corporation** shall recalculate monthly Rent payments. That can result in one (1) of three (3) things happening:
 - a) An **INCREASE** in monthly payments.
 - b) A **DECREASE** in monthly payments.
 - c) The monthly payments stay the **SAME**.
- (c) **Annual Re-Certifications Notification.**
 - (1) The **Chico Rancheria Housing Corporation's** appropriate staff shall notify the client of the pending **Annual Re-Certification**.
 - (2) The appropriate staff shall utilize the **Chico Rancheria Housing Corporation's Annual Re-Certification Notice** form letter to notify Renters of the Annual Re-Certification process.
 - a) The Re-Certification Notice shall be sent out about sixty (60) calendar days prior to the end of the year in which the Re-Certification is due.

- b) This allows the client sufficient time to gather information and provide it to the **Chico Rancheria Housing Corporation**.
- c) This also provides sufficient time for the **Chico Rancheria Housing Corporation** staff to do the necessary verifications, make adjustments to the monthly payments (where necessary), and notify the client of any changes.
- d) At a minimum, the following **Chico Rancheria Housing Corporation** forms shall be sent out with the Re-Certification Notice.
 - 1) Household Composition Form
 - 2) Household Income Form
 - 3) Release of Information
- (3) See Appendix T for a Sample of the **Chico Rancheria Housing Corporation's "Annual Re-Certification Notice"** form letter.
- (d) **Consequences of NOT Complying with the Annual Re-Certification.** Failure of the client to comply with the Annual Re-certification process, or failure to report changes in Household Income / Household Composition to the **Chico Rancheria Housing Corporation**, within a timeframe established in the re-certification notice, typically within a thirty (30) day period. In the event the tenant does not comply with the notification or time period, such tenant may be subject to a Termination of the Rental Agreement and Eviction.
- (e) **Results.** The results of the **Annual Re-Certification** shall be annotated on the **Chico Rancheria Housing Corporation's MONTHLY PAYMENT CALCULATION WORKSHEETS** or equivalent forms.
 - (1) See Appendices D - F for a Sample of the **Chico Rancheria Housing Corporation's "Monthly Payment Calculation Worksheet"** forms.
- (f) **Interim Re-Certifications.**
 - (1) **Occurrence.** Interim Re-Certifications shall occur when the **Chico Rancheria Housing Corporation** staff learns of **ANY** changes in a Renters Household Income / Household Composition or when the Client notifies the **Chico Rancheria Housing Corporation** of **ANY** changes in his / her Household Income / Household Composition which occur in-between Initial Certification and / or Annual Re-Certifications. For example:
 - a) **Changes to Household Income.** Changes affecting income, including the loss or addition of any Family member's income, retirement, commencement of or discontinuance of public assistance, entry into or discharge from the military, unemployment or re-employment shall be promptly reported to the **Chico Rancheria Housing Corporation**.
 - b) **Changes to Household Composition.** Changes affecting family status, such as loss of a family member through death, divorce, or other circumstances or the addition of a family member shall be promptly reported to the **Chico Rancheria Housing Corporation**.

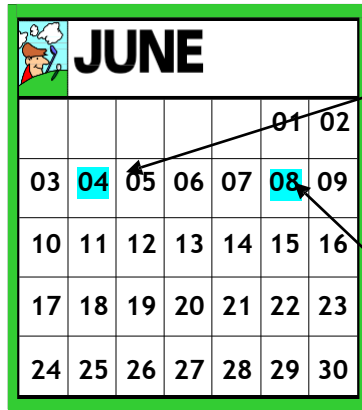
See Appendix H for a sample of the **"Tenant Request to Change Household Composition Form"**

 - c) **When to Report.** When there is a change in the client's Household Income or Household Composition, the client is required to notify the

Chico Rancheria Housing Corporation, within ten (10) business days of the change. This is required because, in most cases, there will be a direct impact on the client's monthly payment.

- 1) This notification must be submitted, in **WRITING**, and must include the date the change went into effect.
 - 2) Notifications, via phone, shall **NOT** be accepted.
- (2) **Housing Department Verifications.** Upon receipt of the **WRITTEN** notification of change, from the client, the **Chico Rancheria Housing Corporation's** appropriate staff shall initiate the **Interim Re-Certification**. This shall include conducting the necessary verifications, making adjustments to the monthly payments (where necessary), and notifying the client of the change. If there is an increase, or decrease, in the number of occupants eighteen (18) and older, a new Rental Agreement must be signed by the Head of Household and all other occupants eighteen (18) and older once the family has been determined to continue to be eligible for the Low-Income Rental program according to the Chico Rancheria Housing Corporation's Eligibility and Admissions Policy.
- (3) **Renters Failure to Report Changes.** Interim Re-Certifications shall also be done when the **Chico Rancheria Housing Corporation** determines that a change in Household Income / Household Composition took place but the client **MISREPRESENTED** the facts, **FAILED** to report the change (either intentionally or unintentionally), or unnecessarily **DELAYED** reporting the change (either intentionally or unintentionally).
- a) Under these circumstances, the staff shall conduct the verifications, make adjustments to the monthly payments (where necessary), and notify the client of any changes.
 - b) ***Adjustments shall be made RETROACTIVE to the date of change.***
 - 1) In other words, if the Chico Rancheria Housing Corporation determines that the client made misrepresentations that resulted in the paying of a lower rent than he / she should have paid, then the client shall be required to **pay the difference** between ***what was paid***, and ***what should have been paid***.
 - 2) Additionally, if the client is found (**at any time**) to have failed to report changes in Household Composition and such changes would have required the client to make higher monthly payments, then the increased monthly payments shall be made retroactive to the date the changes occurred.
 - c) Renters are reminded that failure to report such changes within ten (10) business days of when they occur constitutes fraud and a breach of the Renters Rental Agreement. That, in turn, can lead to Termination of the Rental Agreement and Eviction.
- (g) **Decreases in Rent.**
- (1) **Effective Date of Decreases** in Rent shall go into effect on the **1st** day of the month following the month in which the reported Household Income / Household Composition change occurred and was verified.
 - a) **For Example (as illustrated below):** The date of the household income decrease was **June 4th**. The client reported the change to housing on **June 8th** and, after verification it is determined that the Rent /

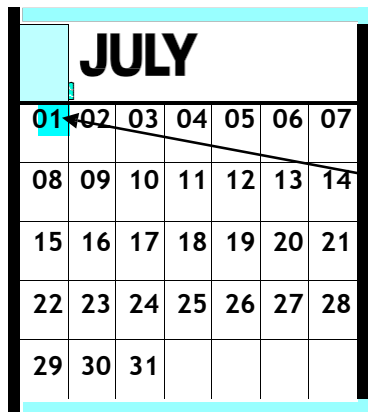
Homebuyer Payment needed to be decreased. The effective date of the **DECREASED** monthly payment shall be July 1st.



JUNE						
					01	02
03	04	05	06	07	08	09
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Date of Change (DECREASE)

Date Change (DECREASE) Reported

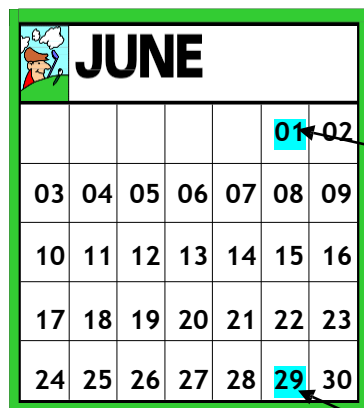


JULY						
01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Effective date for DECREASED
Payment

- (2) **Cutoff Date for Reporting Changes.** Decreases shall go into effect, as noted above, **ONLY** if the client advises the **Chico Rancheria Housing Corporation** of the decreased household income, **IN WRITING** before the 25th of the month. If notification is made after the 25th, then the DECREASE shall go into effect on the 1st of the month after the following month.

- a) **For Example (as illustrated below):** The date the household income decreased was June 1st, however, the client did **NOT** provide the **Chico Rancheria Housing Corporation** with WRITTEN notice of the decrease until June 29th. While the **Chico Rancheria Housing Corporation's** Resident Services staff determined that the Rent / Homebuyer Payment needed to be decreased, the late client notification caused the DECREASE to go into effective on August 1st.



JUNE						
					01	02
03	04	05	06	07	08	09
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Date Household Income
DECREASED

JULY						
01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Date Client Reported the
DECREASE to Housing

Effective date for
DECREASED payment

AUGUST						
		01	02	03	04	
05	06	07	08	09	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

(h) Increases in Rent.

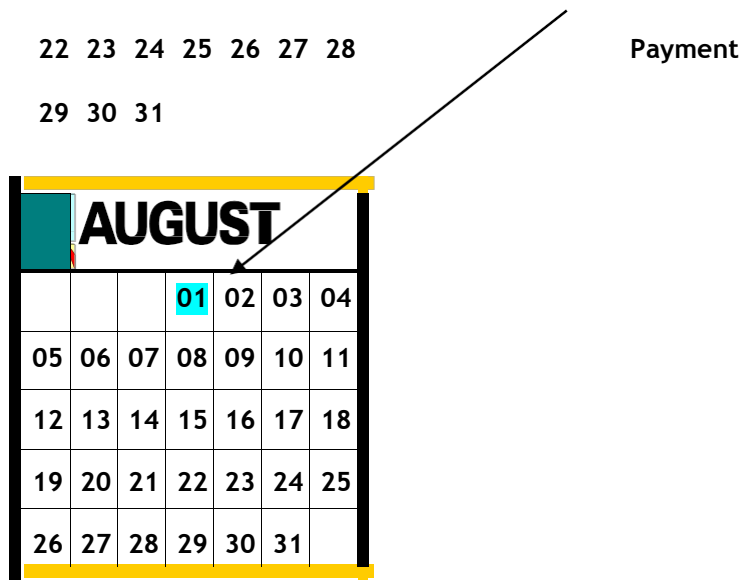
- (1) **Effective Date of Increase.** Increases in Rent and shall go into effect on the 1st day of the 2nd month following the income change.
- (2) **Examples (as illustrated below):** If the client's date of re-examination was on June 12th and, after verification it is determined that the Rent needs to be increased, then the effective date of the **INCREASE** shall be August 1st.

JUNE						
					01	02
03	04	05	06	07	08	09
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Date of Re-Exam

Effective date for Increased

JULY						
01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21



- (i) **Client Delays in Reporting Increases.** Client delays in reporting changes to Household Income, which result in INCREASED monthly payments, shall **NOT** have the implementation / effective date of that increase postponed due to their delay in reporting.

Rational: Renters often delay reporting INCREASES in income simply to avoid higher Rent payments.

(j) **Adjustments Due to Errors.**

- (1) **Housing Department Errors** If the Chico Rancheria Housing Corporation makes an error in calculating a client's monthly payment, and either the Chico Rancheria Housing Corporation or the client subsequently discovers it, a retroactive adjustment shall be made.

- a) If it turns out that the Chico Rancheria Housing Corporation has over charged the client, the client shall be offered a "*credit*" or a "*refund*".
- 1) Refunds shall be in the form of a *check* and issued to the client within fifteen (15) business days of discovery of the error.
 - 2) There shall be *NO* "*cash*" refunds.
- b) If it turns out that the Chico Rancheria Housing Corporation has under charged the client, the client shall **NOT** be penalized. In other words, the Chico Rancheria Housing Corporation shall **NOT** backdate and demand retroactive payments. The client shall be given reasonable notice, of the increase per Section E.8 above. However, under charges due to "Fraud" do not apply in these situations.

(2) **Client Errors.**

- a) If the Chico Rancheria Housing Corporation determines that false or incorrect information was **knowingly and willfully** submitted by the client in an effort to receive a reduced monthly payment, an immediate **THIRTY/SIXTY DAY NOTICE TO QUIT** shall be issued to the client for program violation of **fraud** and will be evicted.

- 1) In this event, the Board of Directors shall determine if the Corporation shall pursue criminal charges against the client for fraud.
 - b) If the Chico Rancheria Housing Corporation determines that false or incorrect information was *accidentally* submitted by the client the following shall take place:
 - 1) **Client Repayment - Small Sums.** Renters owing SMALL sums of money for back rent payments for accidental errors (i.e., under \$500.00) shall make up the difference owed, within ninety (90) calendar days of notification of such discrepancy by the Chico Rancheria Housing Corporation.
 - a) If the sum owed was \$300, it would be divided by three (3) to come up with three \$100 payments.
 - b) The client would then be required to make his / her normal monthly payment plus \$100 (that would be applied towards his / her arrears) for the next three (3) months.
 - c) An additional processing fee of 10 percent of the amount owed may also be included for all Small Sums.
 - 2) **Client Repayment - Large Sums.** Renters owing large sums of money for back Rent Payments for accidental errors (i.e., over \$500.00) may request repayment over an extended period of time by reaching agreement, with the Chico Rancheria Housing Corporation, on a payment plan.
 - a) Payment plans require the use of a “Pay Back Agreement”.
 - b) Renters shall submit a request for a payment plan, in WRITING, to the Executive Director.
 - i. The Executive Director, in turn, shall review the circumstances of the discrepancy, the Renters past payment history, and make a decision for / against the client.
 - ii. Approved Pay Back Agreements, shall be limited to a MAXIMUM term of twelve (12) months.
 - iii. Failure, on the part of the client, to honor the terms and conditions of the Pay Back Agreement, is grounds for Termination of the Rental Agreement and Eviction.
 - iv. An additional processing fee of 10 percent of the amount owed may also be included for all Large Sums.
- (k) **Documenting the Results of Re-Certifications.** In ALL cases, the results of the *Annual* and *Interim Re-Certifications* shall be documented on the Chico Rancheria Housing Corporation’s MONTHLY PAYMENT CALCULATION WORKSHEET or other appropriate form.

- (1) The Chico Rancheria Housing Corporation staff shall send the client a copy of the “*Monthly Payment Calculation Worksheet*” or equivalent form via First Class Mail.
- (2) See Appendices D - F for a Sample of the Chico Rancheria Housing Corporation’s “*Monthly Payment Calculation Worksheet*” form.

9. Changes in Status.

Changes, modifications, and amendments to the Rental Agreement.

(a) Client.

- (1) If the Rental Program client (Head of Household, all other occupants eighteen (18) and older) dies, divorces, separates or otherwise changes, or a Household Occupant that is a minor turns eighteen (18), then the *existing* Rental Agreement shall be *voided* and a *new one executed* by the remaining adult members of the household, provided that they are eligible for continued occupancy. Eligibility shall be determined in accordance with the Chico Rancheria Housing Corporation, Eligibility and Admissions Policy
- (2) If the Rental Program client changes units (i.e., due to transfer) a new Rental Agreement shall be executed with all occupants eighteen (18) and older.

(b) Chico Rancheria Housing Corporation. The Chico Rancheria Housing Corporation may change, revise or adopt *new* Rental agreements and policies which affect the Renters obligations and requirements under the Rental Agreement.

- (1) Such changes, in and of themselves, **DO NOT** require the execution of a *new* Rental Agreement. (It is, however, desirable, to get the client to execute the updated Rental Agreement, if they are willing.)
- (2) If a new Rental Agreement is **NOT** executed, Renters are still obligated to abide by any new provisions affecting the Rental Agreement which are covered in an ADDENDUM to the Rental Agreement.
- (3) When changes / revisions to the Rental Agreement are made, the Chico Rancheria Housing Corporation staff shall send each client a copy of the change / revision (via First Class Mail). A copy of that change / revision shall also be filed in the client’s permanent Chico Rancheria Housing Corporation file, along with a copy of the dated transmittal letter.

10. Payment Plans.

There shall be no payment plans or payment agreements with the Chico Rancheria Housing Corporation with the exception set forth at Section III. E. 8. (j).

11. Guests / Visitors.

- (a) If guests / visitors are going to be in the Renters dwelling unit for more than seventy-two (72) hours, the client must notify the Chico Rancheria Housing Corporation.
- (b) See Section III. E. 13 (entitled: *Illegal Occupants*), Section III. E. 12 (entitled: *Sub-Leasing*) and Section III. E. 13 (b) (entitled: *Accommodations*) of this document for additional information.

12. Sub-leasing

- (a) Renters are prohibited from assigning, sub-letting, or transferring possession of the premises to any other individual.

- (b) Renters found to be doing so, are subject to Termination of their Rental Agreement and Eviction.

13. Illegal Occupants

- (a) **General.** Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the Chico Rancheria Housing Corporation's written consent, shall be considered Illegal Occupants. Often Renters allow individuals to occupy their units, for extended periods of time, *WITHOUT* first obtaining prior WRITTEN approval of the Chico Rancheria Housing Corporation—people who are occupying the unit illegally without documentation. This is often done to avoid increases in monthly rental payments.

- (b) **Accommodations.** Renters are **NOT** allowed to give accommodations to individuals (other than those identified in the Rental Agreement) without the **PRIOR** written consent of the Chico Rancheria Housing Corporation.

- (1) Failure, of the client, to notify the Chico Rancheria Housing Corporation of changes in Household Composition is a violation of the Rental Agreement.
- (2) Renters found to be giving accommodations to individuals, without Chico Rancheria Housing Corporation approval, are subject to Termination of their Rental Agreement and Eviction.

(c) Client Options.

- (1) Renters shall have the opportunity to have those individuals (**NOT** previously listed on the Rental Agreement) added to the Household Composition as long as adding such individuals does not constitute Overcrowding.
- (2) If a client desires to add someone to the Household Composition, after move-in, and submits a WRITTEN Request to that effect, the request shall be reviewed by the Chico Rancheria Housing Corporation Staff and Executive Director.
- (3) The review / approval provisions, outlined in the Chico Rancheria Housing Corporation's Eligibility & Admission Policy, shall be applied here. This includes, but is **NOT** limited to:

- a) The client completing a new Household Composition form, which shall be made an addendum to the Rental Agreement.

See Appendix G for a Sample of the Chico Rancheria Housing Corporation's "*Household Composition*" form.

- b) The client completing a new Household Income Affidavit form.
- c) The Chico Rancheria Housing Corporation shall conduct a criminal history record search, and, if applicable shall conduct a National FBI background check at the client's expense. Megan's Law website/s will also be checked prior to any new Family Members being added to the household.
- d) The proposed new Household Occupant (over 18 years of age) completing the Authorization for the Release of Information forms.
- e) The proposed new Household Occupant (over 18 years of age), the Head of Household, and all other occupants eighteen (18) and older must sign a new Rental Agreement.

See Appendix I for Sample of the **Chico Rancheria Housing Corporation's "Authorization for the Release of Information"** form.

- (4) These requirements shall be conveyed to the client, in WRITING, by the appropriate staff.
- (5) Proposed new Household Occupant/s (over 18 years of age) is/are subject to the provisions of the Chico Rancheria Housing Corporation's Eligibility & Admission Policy. If he/she is found to be "*ineligible*" for housing, based on the criteria of the Eligibility & Admission Policy, then permission to move in shall be denied.

(d) Chico Rancheria Housing Corporation Actions.

- (1) The Chico Rancheria Housing Corporation staff shall complete the verifications and other documents necessary to properly evaluate the Renter's request. The results shall then be forwarded to the Executive Director for final review and approval / denial.
- (2) The Chico Rancheria Housing Corporation staff shall advise the client, in WRITING, that his / her request to add a new individual(s) to the Household has either been approved or denied.
 - (a) If denied, the appropriate staff shall indicate the reason(s) for denial in his / her response to the client.
 - (b) Copies of ALL related correspondence shall be filed in the client's permanent Chico Rancheria Housing Corporation Resident Services file.

14. Transfers

Types of Transfers. The types of transfers allowed are as follows:

1) Renter Requested Transfers.

- a) Participants of the Low -Income Rental Program are eligible for "*transfers*" to other units, within or between projects.
- b) Tenant(s) must have a minimum of twelve (12) months of Good Tenant Status in the unit to be eligible for a transfer.
- c) ALL Client Requested Transfers are:
 - i) Subject to certain terms, conditions, and limitations.
 - ii) Subject to the availability of units.
 - iii) Subject to the approval of the Chico Rancheria Housing Corporation.
 - iv) Subject to the client's ability to meet the Minimum Required Monthly Payment requirement.
- d) Transfer Request Form.
 - i) Those client's who desire ANY type of "transfer" are required to complete a "Unit Transfer Request" form and submit it to the Chico Rancheria Housing Corporation Director for review / approval.
 - ii) See Appendix V for a Sample of the Chico Rancheria Housing Corporation's "Unit Transfer Request" form.

(2) Mandatory Transfers.

- a) Mandatory Transfers are required Tenant transfers to a different CRHC unit that meets the requirements of the CRHC program and/or policies and Tenant's household needs based on the number of occupants listed in the Household Composition. The Mandatory Transfer is initiated by the CRHC and does not require the Tenant's request or the Tenant's agreement to the transfer.
 - b) CRHC shall determine if the Tenant(s) qualifies for Mandatory Transfer. The following examples are not exclusive but are intended to clarify Mandatory Transfers as used in this policy.
 - i) A household size of two (2) adults currently occupying a three (3) bedroom unit is qualified for a Mandatory Transfer.
 - ii) A household size of two (2) adults and two (2) minors in a three (3) bedroom unit does not qualify for a Mandatory Transfer.
 - iii) A household size of two (2) adults and three (3) minors in a two (2) bedroom unit is qualified for a Mandatory Transfer.
 - c) CRHC shall provide Tenant at least sixty (60) days-notice prior to the effective date of the Mandatory Transfer. The effective date of the Mandatory Transfer is the date of when the transfer or move is stated to occur.
 - d) This provision does not alter Tenant's obligation to report any and all changes in the Household Composition immediately to CRHC. Tenant may be on a waiting list until a transfer unit is available.
 - e) Tenant has the following options if they do not agree with the Mandatory Transfer:
 - i) Oppose a Mandatory Transfer by following the Grievance protocol and address the CRHC Board of Directors. See the CRHC Grievance Policy [Section C].
 - ii) Request a discretionary transfer. See the Renter Requested Transfer [Section E.14.A.1].
 - iii) Withdraw from the CRHC program and locate alternative housing.
- (3) One-for-One Swaps.** One-for-One swaps are another option available, when two (2) families are willing to transfer (trade) units. One-for-one swaps may be Client Requested or Mandatory.

(4) Homeownership Transfers.

- a) Transfers into the Lease to Own Program: Eligible tenants are permitted to transfer into the Lease to Own Program and either:
 - 1) Transfer programs and remain in the same unit, provided this unit is a single-family home; or
 - 2) Transfer into the Lease to Own Program and Transfer into an available Lease to Own unit. Tenants eligible for the Lease to Own Program are also eligible to be on the Lease to Own waiting list.
- b) Transfers into Homebuyer Assistance Program: Eligible tenants are able to be assisted with the Homebuyer Assistance Program and/or be on the Homebuyer Assistance waiting list. Rental units and Lease to Own units are not eligible for purchase through the Homebuyer Assistance Program.

15. Utilities

(a) **Utilities Provided.** The following are the only Utilities / Services provided by the Chico Rancheria Housing Corporation:

- (1) Sewer
- (2) Water (excluding individually metered units/single family homes)
- (3) Weekly Garbage Pick up

(b) **Utilities *NOT* Provided.** The Chico Rancheria Housing Corporation SHALL NOT provide the following Utilities / Services:

- (1) Electricity/Gas
- (2) Water (individually metered units/single family homes only)
- (3) Telephone
- (4) T.V. Access
- (5) Internet

(c) **Requesting Utilities / Services.**

- (1) The Renter shall be responsible for requesting services to be started, to his / her unit, directly from the Utility / Service Provider.

Prior to the execution of the Rental Agreement, proof that the Renter has the ability to establish utility services shall also be required.

- (2) Following hook up, the Renter shall be responsible for the payment of ALL utility bills (including connection fees) that are *NOT* provided by the Chico Rancheria Housing Corporation. Such payments shall be made directly to the Utility / Service Provider.
- (3) Water, electricity and/or gas services must be continuously maintained. In the event such service is interrupted for any reason, Chico Rancheria Housing Corporation must be immediately notified. Interruption in water, electricity and/or gas services may constitute Termination of the Rental Agreement and Eviction.

16. Insurance

The Chico Rancheria Housing Corporation shall provide adequate insurance (i.e., fire and extended coverage) on ALL units under management. It is important for Renters to note that that coverage is for repair / replacement of the “*structure*” and *NOT* the “*personal contents*” of the leaseholder.

(a) **Renter Responsibilities.** It is the responsibility of the renter to obtain their own personal property / contents insurance. This is commonly known as “*renters insurance*”. The Chico Rancheria Housing Corporation strongly encourages all tenants to obtain renter’s insurance.

- (1) While the Chico Rancheria Housing Corporation shall *NOT* take out renters insurance policies for its Renters, the staff can and will provide information on insurance companies in the area who do provide such insurance.

- (b) **Liability Disclaimer.** The Chico Rancheria Housing Corporation shall *NOT* be held legally responsible for any injuries or damages, resulting from the client's, guests, other persons under the control of the client, or the dwelling unit's occupant's acts, actions or failure to act. Such instances shall be considered the Renter's negligence.

F. RENTERS' SOCIAL OBLIGATIONS AND RESPONSIBILITIES

1. Conduct of Family and Guests

(a) Criminal Activity.

- (1) **Laws** (Federal, State, Tribal, County, City). Renters, their family members, and visitors shall comply with ALL LAWS (Federal, State, Tribal, County, City). NOT complying with laws shall be considered "Criminal Activity."
- (2) **Tribal Ordinances.** Renters, their family members, and visitors shall comply with ALL Tribal Ordinances dealing with Housing and affecting the use and / or occupancy of the dwelling unit.
- (3) **Chico Rancheria Housing Corporation Policies.** Renters, their family members, and visitors shall comply with ALL Chico Rancheria Housing Corporation Policies dealing with Housing and affecting the use and / or occupancy of the dwelling unit.
- (4) Renters, any member of the client's household, guest, or other person under the client's control, shall *NOT* engage in criminal activity, including drug-related criminal activity, on or near the premises.

(b) Drug Use.

- (1) Renters are *NOT* allowed to use or possess illegal drugs within their dwelling units or on the premises of their dwelling unit.
- (2) Renters found to be using or possessing illegal drugs, within Chico Rancheria Housing Corporation managed dwelling units, or on the grounds of Chico Rancheria Housing Corporation managed units, are subject to IMMEDIATE Termination of their Rental Agreement and Eviction proceedings.
- (3) It is *NOT* the policy of the Chico Rancheria Housing Corporation to wait for Criminal Convictions related to drug use / possession before Termination / Eviction actions are started. "Reasonable proof" that illegal drugs / drug paraphernalia were found in the dwelling unit or on the property is sufficient to move forward with IMMEDIATE Termination of the Rental Agreement and Eviction proceedings. For the purposes of this policy, *Reasonable Proof* can be established when one or more of the following can be established:
 - (1) 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 Chico Rancheria Housing Corporation 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.

- (2) 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.
 - (3) 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.
 - (4) A law enforcement agency has provided the Chico Rancheria Housing Corporation with copies of Incident Reports / Arrest Records / Drug Test Results that implicate a Chico Rancheria Housing Corporation client / unit.
- (c) Alcohol Use.
- (1) Alcohol consumption is only permitted within the unit or in the backyard. Alcohol consumption or open containers of alcohol are not permitted in the front yard, front porches, or anywhere that can be viewed or identified by the public or neighbors.
- (d) Termination of Rental Agreement / Eviction Proceedings Regarding Drug Use / Criminal Activity.
- (1) **Notification.** Once the decision to Terminate / Evict has been made, the Chico Rancheria Housing Corporation Executive Director shall advise the appropriate staff or its agent to draw up the necessary documents required to notify the client of the Chico Rancheria Housing Corporation’s intentions to move forward with IMMEDIATE Termination of their Rental Agreement and Eviction proceedings. In such cases, a *Thirty/Sixty Day Notice to Quit* shall be served in accordance with the law.
 - (2) See Appendix P for a sample of the *Thirty/Sixty Day Notice to Quit*; and See Appendix Q for a sample of the *Proof of Service of Thirty/Sixty Day Notice to Quit*.
 - (3) **Time Lines.** The above noted actions shall be initiated, by the Chico Rancheria Housing Corporation 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 Chico Rancheria Housing Corporation client / 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 Rental Agreement / Eviction proceedings.
 - (5) If the client has supporting documentation that the Chico Rancheria Housing Corporation has made an error, the client’s only option is to file a request for a grievance hearing in accordance with the Chico Rancheria Housing Corporation Grievance Policy.

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

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

- (b) **Disorderly Event - Order to Disperse.** Police officers responding to a Disorderly Event may order persons attending the event to disperse when such dispersal is necessary in order to prevent injury to attendees of the event, the public or public safety officers responding to the event, or to allow public safety officers to obtain access to reported or observed illegal activity or a medical emergency. Any person attending a Disorderly Event who is not domiciled at the location of the event and who is ordered to disperse by a police officer shall do so immediately.
- (c) **Violations - Penalties.** Any person attending a Disorderly Event who fails to disperse upon an order to do so by a police officer shall be guilty of an infraction.
- (d) **Violators.** Violators shall be subject to Termination of their Rental Agreement and Eviction.

3. Parties.

- (a) Renters shall *NOT* conduct *NOR* permit *Loud Parties* or *Noisy Activities* in their dwelling units or on their dwelling unit property, between the hours of 10 p.m. and 8 a.m.
- (b) Renters cited two (2) times for *Loud Parties* or *Noisy Activities*, within a twelve (12) month period, are subject to Termination of their Rental Agreement and Eviction.

4. Noise.

- (a) Renters shall exercise extreme care *NOT* to disturb other residents with *Excessive Noise*, including, but *NOT* limited to that coming from:
 - (1) Amplifiers and Speakers (in the car or home).
 - (2) Barking Dogs and other Animal Noises.
 - (3) Fire and Burglar Alarm systems.
 - (4) Motor Vehicle Engines.
 - (5) Motors (i.e., on Snow Mobiles, Motor Cycles, Four Wheelers, etc.).
 - (6) Musical Instruments.
 - (7) Radios.
 - (8) Stereo Systems.
 - (9) Televisions.
- (b) Renters cited two (2) times for *Noise Violations*, within a twelve (12) month period, are subject to Termination of their Rental Agreement and Eviction.

5. Public Disturbances.

- (a) Renters 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, Public Disturbances:
 - (1) Disturbing the Peace.
 - (2) Discharging Firearms.

- (3) Fighting.
 - (4) Public Drunkenness.
 - (5) Using Profanity or Vulgar Language.
 - (6) Roughhousing.
 - (7) Setting off fireworks
 - (8) Brandishing a weapon
- (b) Tenants involved in any activity resulting in a police incident report or a citation for *Public Disturbances* are subject to Termination of their Rental 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 12 months shall constitute eviction. There shall NOT be any three (3) incidences within 12 months because the tenant 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) Renters shall properly supervise their dependent children (under the age of 18) at ALL times or ensure that either a babysitter (14 years of age or older) is supervising them at ALL times.
- (b) Renters 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) Renters 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 Rental Agreement and Eviction.

7. Violence.

- (a) Renters, any member of the client's household, guest, or other person under the client'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) Renters, 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 Renters should contact the Chico Rancheria Housing Corporation and its agent.
- (b) It is the hope of **Chico Rancheria Housing Corporation** that Renters will get along with one another. However, when a problem arises between neighbors, **Chico Rancheria Housing Corporation** encourages Renters to first discuss the matter with their neighbor(s) in an attempt to resolve the issue.
- (c) Renters who are unsuccessful in resolving problems should feel free to turn in a formal Complaint to the Chico Rancheria Housing Corporation or its agent's Office. Such complaints must be in writing and signed. Upon receipt, they shall be processed in accordance with the Chico Rancheria Housing Corporation's Policies.

G. KEYS

1. Move-In.

At time of Move-In, Renters shall be supplied with two (2) sets of keys for each "entry" door of their dwelling unit and two (2) sets of keys for the mailbox, if applicable.

2. Lost Keys.

- (a) When a client loses a key, the Chico Rancheria Housing Corporation'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 client desires a replacement key, he / she shall contact the Chico Rancheria Housing Corporation's agent and notify them of his / her need for a replacement key.
- (c) *For security reasons, Chico Rancheria Housing Corporation's agent shall only honor requests for replacement keys when that request comes from the unit's Head of Household.*
- (d) Renters 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 client. *NO* after the fact billing is allowed for this service.

3. Returning Issued Keys.

- (a) Renters are required to return ALL keys issued to them when they Move-Out.
- (b) Renters who fail to return keys, at time of Move-Out, shall be billed ten dollars (\$10.00) per missing key (to cover replacement costs).

4. Lockouts.

- (a) At times, Renters get locked out of their homes.
- (b) To avoid having to unnecessarily re-key locks, the Chico Rancheria Housing Corporation and its agent maintain duplicate keys for ALL units.
- (c) In the event a client gets locked out, they can contact the **Chico Rancheria Housing Corporation's agent** and ask that the unit be opened for them. Such requests must be from the Head of Household of the dwelling unit.
- (d) *For security reasons, Chico Rancheria Housing Corporation agent shall only honor requests for entry upon lockouts when that request comes from the unit's Head of Household.*
- (e) Renters shall be billed a thirty-five dollar (\$35.00) service fee each time they request this service. The Chico Rancheria Housing Corporation's agent shall issue the client a receipt for payment. *NO* after the fact billing for this service is allowed.

5. Lock-Sets.

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

6. Changing / Adding Additional Locking Systems.

Renters are prohibited from changing or adding additional locking systems.

H. HEALTH & SAFETY

1. Preventive Maintenance-Renter Responsibilities.

The Head of Household and all other occupants eighteen (18) and older are responsible for the actions of ALL their family members, friends and guests while they are in the dwelling unit. Renters shall be billed and held accountable for the destructive actions of their family, friends, and guests.

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

(b) **Garbage.**

- (1) Renters shall *NOT* deposit garbage, refuse, rubbish or cuttings on any street, road, or common properties, except in common trash collection containers.
- (2) Renters shall deposit ALL garbage, refuse, rubbish and cuttings in suitable metal or plastic containers, as approved by the Chico Rancheria Housing Corporation.
- (3) The Chico Rancheria Housing Corporation contracts with a local sanitation company for on-site garbage bin collection on a weekly basis. This service is provided at *NO* additional cost to the Renters.
- (4) It is also the client's responsibility to separate out recyclable materials from their garbage prior to placing it in the appropriate bins. Failure to do so will result in a program violation.

(c) **Housekeeping.**

- (1) Renters shall ensure proper housekeeping standards are employed in the upkeep of their unit.
- (2) Housekeeping responsibilities include, but are *NOT* limited to the following:
 - (a) Keep common areas (i.e., stairs, hallways, etc.) clean and free of litter.
 - (b) Keep ALL rooms in the dwelling clean and sanitary.
 - (c) Properly dispose of trash and garbage.
 - (d) Keep appliances and equipment clean and sanitary.

(d) **Sanitation.**

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

(e) **Reasonable Care.**

- (1) Renters are required to use reasonable care and keep their dwelling unit in such condition so as to prevent health and sanitation problems from arising.
 - (2) Renters shall ensure that their guest(s) refrain from destroying, defacing, damaging, vandalizing or removing any part of the tribally owned premises or project.
- (f) **Walls.** In order to minimize damage to walls, Renters shall use only those picture hooks and other wall fasteners that have been recommended by the Chico Rancheria Housing Corporation's agent.
- (1) The Appropriate Staff shall show samples, of recommended picture hooks / wall fasteners, to Renters during their "*initial*" orientation and PRIOR to MOVE-IN.
 - (2) Thereafter, Renters who have questions should contact the Chico Rancheria Housing Corporation or its agent, if they are unsure about what can / cannot be used.
- (g) **Windows.** Renters are *NOT* permitted to install shades, awnings or window guards.
- (h) **Toilets, Sinks, Showers, Baths, Drains.** Renters shall keep toilets, sinks, showers, baths, and drains in a clean, useable condition and only use appropriately. Further description of use shall be discussed during pre-occupancy counseling.
- (1) Under *NO* circumstances are coffee grounds, cloth, or disposable diapers, sanitary napkins, loose plastic items, or any other such materials to be disposed of in the septic or sewage system.
 - (2) In the event it is determined that clogged pipes (requiring clearing or repairs) can be linked to Renters, Renters' family, or Renters' guests putting such items (as noted above) into the sewage system, then the cost of repairs to unclog / repair the pipes shall be billed to the client.
- (i) **Smoke and Carbon Monoxide Alarms.** Renters shall ensure that smoke and carbon monoxide detectors are in proper operating order at ALL times.
- (1) Smoke detectors have a *RED* indicator light on the faceplate.
 - (2) When the smoke detector is operating correctly, that *RED* light will be lit.
 - (3) If the *RED* light is "*flashing*" and / or the smoke detector "*beeps*" every few seconds, then the battery is low and needs replacement.
 - (4) If the *RED* light is *NOT* lit or flashing, then the battery is dead or the unit has been disconnected.
 - (5) **Renters are responsible for the purchase and replacement of smoke and carbon monoxide detector batteries (as required).**
 - (6) If the smoke or carbon monoxide detector is *NOT* operating correctly or if the client needs assistance, they shall notify the Chico Rancheria Housing Corporation's agent IMMEDIATELY.
 - (7) Renters shall *NOT* tamper with, disconnect, or remove smoke or carbon monoxide detectors. Tampering with, disconnecting or removing smoke or carbon monoxide detectors from a dwelling unit are grounds for Termination of the Rental Agreement and Eviction.
- (j) **Fire Extinguishers.** Renters shall ensure that fire extinguishers are in proper operating order

- (1) One (1) or more fire extinguishers have been placed in ALL units under management of the Chico Rancheria Housing Corporation as a first defense against fires in the home.
- (2) **Location of Extinguishers.** Because fires most often start in the kitchen, fire extinguishers have been mounted or placed somewhere in the kitchen area of each dwelling unit and as close to the stove as possible.
- (3) **Demonstrations on Extinguisher Use.** Renters shall be given a demonstration, on how the fire extinguisher works, during the Move-In Inspection. If, for some reason it is *NOT* done at that time, Renters may request a demonstration from Chico Rancheria Housing Corporation staff or its agent at any time by calling the Chico Rancheria Housing Corporation or its agent and making an appointment.
- (4) If a fire extinguisher is *NOT* in the unit, at time of MOVE-IN, Renters should make this fact known to Chico Rancheria Housing Corporation staff or its agent IMMEDIATELY so that one can be placed in the unit.
- (5) **Tampering with Extinguishers.** Renters shall *NOT* tamper with or remove fire extinguishers from the dwelling unit.
- (6) Tampering with or removing fire extinguishers from a dwelling unit is grounds for Termination of the Rental Agreement and Eviction.
- (7) **Periodic Inspection of Extinguishers.** Chico Rancheria Housing Corporation staff or its agent shall ensure that fire extinguishers are in proper operating order at ALL times. To do that, certified checks shall be conducted at least “*annually*” and more frequently as time and resources permit. Each Fire Extinguisher has a “*certification tag*” attached to it. These are used, by the maintenance staff, for documenting those inspections.
- (8) **Reporting Fire Extinguisher Failures.** If a client has to use a fire extinguisher or finds that it is *NOT* operating correctly, he / she shall notify the Chico Rancheria Housing Corporation or its agent IMMEDIATELY so that a replacement can be provided.

2. Emergencies.

(a) Emergencies Requiring Notification / Response.

- (1) In any life threatening emergency, **call 911** then contact the Chico Rancheria Housing Corporation and its agent.
- (2) Emergency notification of Chico Rancheria Housing Corporation staff and its agent shall be limited to those *Emergencies* affecting housing units that are under administration of the Chico Rancheria Housing Corporation.
- (3) When a maintenance emergency is identified, contact the Chico Rancheria Housing Corporation’s staff or its agent responsible for maintenance.
- (4) Examples of some of the more common *Emergencies*, that require Chico Rancheria Housing Corporation and its agent Notification and Responses are:
 - a) An *abandoned* unit (that needs to be boarded up to secure the unit).
 - b) Dog(s) *barking* incessantly inside the unit with *NO* response from anyone inside.

- c) Entry *door(s)* that have been *broken* / kicked in (and need to be boarded up to secure the unit).
 - d) A *water* main break (that requires access to the main shut off valve, inside the unit, in order to minimize damage).
 - e) *Water* coming from the dwelling unit (that requires access to the main shut off valve, inside the unit, in order to minimize damage).
 - f) Window(s) that have been broken out (and need to be boarded up to secure the unit).
- (5) Examples of *Emergencies* that require calling **911** then contacting the Chico Rancheria Housing Corporation and its agent are:
- a) *Fire / flames* are visible coming from the unit.
 - b) *Smoke* is visible coming from the unit.
 - c) Any Criminal Activity inside or outside of the unit.

3. Firearms.

Chico Rancheria Housing Corporation management is concerned for the safety and well being of ALL our Renters and in particular the children in our community. It is our hope that by abiding by such a policy, the accidental discharge of firearms can be eliminated or greatly reduced.

- (a) **General.** Firearms, as defined in this document (See Section III. A. 16. entitled: *Firearms*), are prohibited from being used (discharged) in any dwelling unit under management of the Chico Rancheria Housing Corporation.
- (b) **Violations.** Should a client, a Renter's family member, or a Renter's guest get caught *discharging a firearm or brandishing a weapon* in a Chico Rancheria Housing Corporation dwelling unit (or on the dwelling unit property), the client shall be subject to IMMEDIATE Termination of his / her Rental Agreement and Eviction. Before Termination of the Rental Agreement and Eviction proceedings can go forward, there must be *third party verification* that a Firearm offense (as described above) actually took place. Typically, this will come from the Police Department via a Police Incident Report. Such reports specify the date, time, location and parties involved.

4. Burning.

Renters are NOT allowed to burn ANY items inside or outside the dwelling unit. Barbecues used for cooking food are an exception, as long as the barbecue is in proper working order, only used outdoors with adequate ventilation, and an adult supervises the barbecue from start until all burning materials are completely extinguished.

5. Pets.

In order to maintain safe and healthy living environments, PETS are prohibited in multi-family units administered under the Chico Rancheria Housing Corporation's Low-Income Rental Program. Pets are permitted in single family homes with an executed pet agreement on file and are subject to the limitations of the Pet Policy.

Exception. An exception is when a PET serves as a legal aid to any one of the protected disability classes of tenants. This includes the blind, visually disabled, deaf, or physically disabled. In this case, no additional deposit shall be charged.

6. Liquid-filled Furniture / Containers.

In the event a Renter has liquid-filled furniture, proper installation, component standards including conformity to the floor weight load limits of the local building code, and adequate

Renter's insurance form a minimum amount of \$100,000 is required and must be submitted to the Chico Rancheria Housing Corporation and its agent prior to installation.

- (a) **Waterbeds.** In order to prevent damage to the dwelling unit structure, WATERBEDS in units built prior to 1972 that are administered by the Chico Rancheria Housing Corporation or managed by its agent are prohibited.
- (b) **Fish tanks.** In order to prevent damage to the dwelling unit structure, FISH TANKS in units administered by the Chico Rancheria Housing Corporation or managed by its agent are prohibited.

7. Parking Restrictions.

- (a) **Heed Signs.** Renters, Renters' family, and Renters' guests, shall abide by ALL PARKING SIGNS posted in the housing areas.
- (b) **Where to Park.**
 - (1) Renters, Renters' family, and Renters' guests, are allowed to park their vehicles (i.e., car, pickup truck, SUV or any combination thereof) in the driveway, garage, carport or on the public street / road in front of the dwelling unit.
 - (2) Renters shall ensure that family, friends, and guests only park in authorized / designated areas.
- (c) **Where NOT to Park.**
 - (1) Parking on sidewalks or the lawn is strictly prohibited.
 - (2) Parking within ten (10) feet of a fire hydrant is strictly prohibited.
 - (3) Parking in fire lanes is strictly prohibited.
 - (4) Failure to park in designated areas can result in local law enforcement issuing a citation and the vehicle being towed away at the owner's expense.
- (d) **Number of Vehicles.**
 - (1) Renters are limited to two (2) vehicles (i.e., car, pickup truck, SUV or any combination thereof) per unit. A third vehicle may be allowed if at least one of the vehicles is parked in the garage.
 - (2) Those vehicles must be in proper working order (drivable) and they must be licensed and have an up-to-date registration sticker.
 - (3) Recreational vehicles (boats, trailers, RV's, etc.) are not permitted on the property.
- (e) **Visitor Parking.**
 - (1) Designated VISITOR PARKING areas are for visitors only.
 - (2) Renters shall refrain from parking their vehicles in designated VISITOR PARKING areas. Failure to abide by this can result in the client having his / her vehicle towed. The costs of such towing shall be borne by the client.
 - (3) If a client has visitors, and there are **NO** designated VISITOR PARKING areas, the visitors may park their vehicles (i.e., car, pickup truck, SUV, etc.) on the street directly in front of the unit. Such parking is only permitted for a "temporary"

period (i.e., less than 24 hours) and the vehicle may *NOT* block traffic, be parked within ten (10) feet of a fire hydrant, or be parked in a designated fire lane.

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

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

Exception 2: Another exception to this parking restriction would be if the Renter is legally and legitimately employed driving such a truck and there is no feasible alternate parking for the truck when the Renter is off duty. In this case, the Executive Director may make an exception.

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

- (1) Vehicles that are observed to be in community housing areas for more than thirty (30) calendar days, which appear to be “*unlicensed*”, “*inoperable*” or “*abandoned*”, shall be removed from the premises and properly disposed in accordance with Chico Rancheria Housing Corporation’s Vehicle Towing Policy.

8. Displaying Signs.

- (a) Renters shall *NOT* display or affix signs of any type to the windows, on the doors, or on the outside of their dwelling unit.
- (b) Renters shall *NOT* erect signs, of any size, shape, or type on the property of their dwelling unit.

9. Structural Changes.

Renters are *NOT* allowed to make any type of structural changes or modifications to their dwelling unit. Doing so is grounds for Termination of the Rental Agreement and Eviction.

- (a) **Exception.** The only exception to this would be for the installation of a Handicap Accessible Ramp.
- (1) If such a ramp is required, the client must submit a WRITTEN request to the Chico Rancheria Housing Corporation Executive Director, prior to installation, indicating why the ramp is needed.
- (2) The Chico Rancheria Housing Corporation Executive Director shall review and approve / disapprove ALL such requests.
- (3) Generally speaking, the funding and installation of such ramps is the responsibility of the client - *NOT* the Chico Rancheria Housing Corporation.
- (4) If the client is seeking help from the Chico Rancheria Housing Corporation to fund / install such a ramp, they must first demonstrate (in their written request) that *NO* other funding source was available. The Chico Rancheria Housing Corporation, Board of Directors must approve ALL such funding requests. If / when funding / manpower are available the Chico Rancheria Housing Corporation may fund / install such ramps.
- (5) In any such case, all construction shall be administered by the Chico Rancheria Housing Corporation.

10. Outside Storage.

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

I. MAINTENANCE

1. Repairs.

- (a) **General Housing Corporation Responsibilities.** The Chico Rancheria Housing Corporation shall be responsible for maintaining the Rental Unit premises and the Rental Housing Developments, in a decent, safe, and sanitary condition.

- (1) The Chico Rancheria Housing Corporation or its agent shall keep Rental Project Buildings, Facilities and Common Areas, *NOT* otherwise assigned to the client for maintenance / upkeep, in a clean and safe condition.
- (2) The Chico Rancheria Housing Corporation or its agent shall maintain Rental Unit Buildings so as to conform to established local building codes and housing regulations.
- (3) The Chico Rancheria Housing Corporation or its agent shall ensure that the following items, in the Rental Dwelling Unit, are maintained in good working order:

(a) *“Electrical”*.

(b) *“Heating”*.

(c) *“Plumbing”*.

(d) *“Sewer / water”*.

(e) *“Ventilating”*.

(f) *“Other”* facilities / appliances.

- (b) **NORMAL WEAR and TEAR.** The Chico Rancheria Housing Corporation or its agent shall make necessary repairs and improvements to dwelling units resulting from NORMAL WEAR and TEAR, with reasonable promptness, at program cost.

- (1) Generally speaking this covers those repairs and improvements resulting from NORMAL WEAR and TEAR.
- (2) Damages to dwelling units which are intentional, due to negligence, or are caused by the client, his / her family or guest(s), shall be repaired by the Chico Rancheria Housing Corporation or its agent and billed to the client (as noted below).

2. Billing Renters for Repairs and Damages.

- (a) Renters shall be billed reasonable charges, for the repair of intentional or negligent damage to their dwelling units which are caused by the client, his / her family and / or guest(s).
- (b) The client shall be responsible for prompt payment.
 - (1) Prompt payment is considered to be within thirty (30) calendar days of receipt of the billing statement from the Chico Rancheria Housing Corporation or its agent.

- (2) Failure of the client to make PAYMENT IN FULL, within that thirty (30) calendar day window, shall be grounds for Termination of the Rental Agreement and Eviction.
- (c) Should any member of a client's family, or any person subject to the invitation of a client, cause damage to ANY unit or property in a Chico Rancheria Housing Corporation administered project, the Head of Household and all other occupants eighteen (18) and older shall be held entirely responsible for restitution.
 - (1) If such damages occur a SECOND time within three (3) years, the Rental Agreement shall be Terminated and EVICTION proceedings initiated.
 - (2) The Client shall be held accountable for full restitution of ALL damages caused to the unit.

3. Reporting Work or Needed Repairs.

- (a) **Notification.** Renters shall promptly notify the **Chico Rancheria Housing Corporation** staff or its agent of the need for any known repairs (i.e., water or gas pipes, electric wiring fixtures, drains, toilets, fixtures, appliances, etc.) in his / her dwelling unit. Client notification, to housing, can be accomplished by the following means:
 - (1) *In Person* by visiting the Chico Rancheria Housing Corporation office or its agent and informing the appropriate staff.
 - (2) *By Phone* and calling the Chico Rancheria Housing Corporation or its agent and informing the appropriate staff.

4. Work Orders.

- (a) Once notified by the client, that work needs to be done on the dwelling unit, the Chico Rancheria Housing Corporation staff or its agent shall open a work order for the needed repairs.
- (b) The Chico Rancheria Housing Corporation staff and its agent utilize the work order to prioritize, schedule, and track needed repairs.
- (c) **Work Order Priorities.** The Chico Rancheria Housing Corporation's and its agent's "*Work Order Priorities*" shall be as follows:
 - (1) - **EMERGENCY:** An *Emergency* condition is one that threatens the life, safety, or health of the occupants or severely affects the dwelling unit / its immediate premises. If left un-addressed, this will result in more extensive damage and costly repairs.

Work Orders prioritized, as "Emergency" must be responded to within 12 hours of being reported.
 - (2) - **URGENT:** An *Urgent* condition is one where additional damage may occur to the unit unless corrective action is taken.

Work Orders prioritized, as "Urgent" must be responded to within 24 hours of being reported.
 - (3) - **ROUTINE:** A *Routine* priority is one that is NON-EMERGENCY in nature that requires maintenance or work that was reported by the tenant or Chico Rancheria Housing Corporation staff or its agent.

Work Orders prioritized, as “Routine” must be responded to within one (1) week of being reported.

- (d) **Use of Private Contractors.** Renters are prohibited from calling a private sector contractor to make repairs to their dwelling unit and then directing the contractor to bill the Chico Rancheria Housing Corporation or its agent.
 - (1) Renters who make such phone calls or arrangements shall be held accountable for the payment of services they have requested - *NOT* the Chico Rancheria Housing Corporation or its agent.
 - (2) In the event the Chico Rancheria Housing Corporation or its agent can *NOT* take care of the needed maintenance / repair, and it is necessary to bring in a private sector contractor, the Chico Rancheria Housing Corporation’s staff or its agent shall make those arrangements in accordance with its Procurement Policy.
- (e) **Painting.** When Renters have been in their homes for a few years, they sometimes feel that new paint is needed and are often willing to do the repainting themselves if Housing provides the paint.
 - (1) It is the policy of the Chico Rancheria Housing Corporation to *only* allow Renters to re-paint the interior of their homes with prior, written CRHC approval.
 - (2) It is also the policy of the Chico Rancheria Housing Corporation that the tenant *return the paint color to the original color prior to their move out. If they fail to do so, the tenant will be held fully responsible for the labor and materials cost to restore the paint to its original color.*
- (f) **Beyond Normal Wear and Tear.** While the Chico Rancheria Housing Corporation’s staff or its agent shall make needed repairs to the dwelling unit, those repairs that are determined to be BEYOND “*normal wear and tear*”, shall be billed to the client.

5. Reporting Damages Caused by Others.

- (a) Quite often, Renters report damages to their unit but insist they are *NOT* the one who caused the damage. The damage is often attributed to “*OTHERS*” whom the client did *NOT* invite into the dwelling unit or did *NOT* have any control over.
- (b) The Chico Rancheria Housing Corporation or its agent is *NOT* insensitive to this; however, we have found that it is often used as an excuse to avoid payment for damages.
- (c) In the event a client claims that he / she is *NOT* required to pay for damages caused by OTHERS (i.e., during a break-in, vandalism, etc.) payment shall be forgiven *if certain conditions are met*. Those conditions are as follows:
 - (1) The incident must be reported IMMEDIATELY to the Police Department by the client.
 - (2) The incident must also be reported to the Chico Rancheria Housing Corporation or its agent, by the client, in WRITING, and within seventy-two (72) hours of the incident. The written statement must include the following information:
 - a) Renters Name.
 - b) Renters Mailing Address and Phone Number.
 - c) Renters House / Apartment Number.

- d) Date / Time of Incident.
- e) Those believed to be responsible.
- f) Renters comments regarding the situation.
- g) A copy of the Police INCIDENT REPORT.
 - 1) Individuals who call the Police to report damages and / or vandalism are entitled to a copy of the INCIDENT REPORT.
 - 2) Obtaining that police report and supplying a copy to the Chico Rancheria Housing Corporation or its agent is the responsibility of the client - *NOT* the Chico Rancheria Housing Corporation or its agent.
- (3) See Appendix W for a Sample of the Chico Rancheria Housing Corporation's "Damage/Incident Report Form." Renters are encouraged to utilize this to facilitate the reporting process
- (d) If the Chico Rancheria Housing Corporation or its agent is *ABLE* to corroborate the claims made by the client, then the charges for damages shall be *EXCUSED*.
- (e) If the Chico Rancheria Housing Corporation or its agent is *UNABLE* to corroborate the claims made by the client, then the charges for damages shall be *UPHELD* and the client shall be responsible for payment.
 - (1) If seventy-two (72) hours has elapsed and the client fails to notify Housing, then the client shall be held responsible.
 - (2) If the client fails to submit a written claim to absolve him / her of the damages and resulting charges for repairs, then the client shall be held responsible.
 - (3) If there is *NO* Police INCIDENT REPORT submitted to the Chico Rancheria Housing Corporation or its agent to corroborate the claim and the Renters innocence, then the client shall be held responsible.

6. Pest Control.

- (a) Renters residing in Rental units shall use reasonable care to keep their dwelling unit clean and prevent health or sanitary problems from arising.
- (b) If a pest / insect problems exist, it is the responsibility of the client residing in the unit, to notify the Chico Rancheria Housing Corporation or its agent so that corrective action can be taken.
- (c) Should it become necessary for the Chico Rancheria Housing Corporation or its agent to do periodic Pest Control Treatments, they shall notify the client(s). See Appendix X for a Sample of a "*Pest Control Treatment Notice*".
- (d) If the pest / insect problem continues to exist after two Pest Control Treatments (in a twelve month period), the tenant(s) will be charged the full cost of any additional treatments during that twelve month period.

J. INSPECTIONS

1. General.

- (a) The Head of Household or other occupants eighteen (18) and older are obligated under the Rental Agreement to participate in Move-In and Move-Out Inspections unless as specified in paragraph (d) below.
- (b) The Chico Rancheria Housing Corporation or its agent has the right to make Inspections of the unit, with prior notification at least forty-eight (48) hours in advance to the Renter to

ensure that the interior and exterior of the unit are being maintained in a decent, safe, and sanitary condition.

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

See Appendix Y for a sample of the “**Unit Access Notice**”. See Appendix Z for documentation on “**Tenants Rights During Inspections**”.

- (d) The Chico Rancheria Housing Corporation or its agent shall conduct inspections of each unit in accordance with the adopted Inspection Report.

See Appendix AA for a Sample of the “**Housing Quality Standards**”. See Appendix BB for a Sample of the “**Inspection Report**”.

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

2. Move-In Inspection.

- (a) **Purpose.** Prior to initial occupancy, the Head of Household or another occupant eighteen (18) or older and Chico Rancheria Housing Corporation staff or 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 Chico Rancheria Housing Corporation’s standard *Inspection Report* form. That report shall be retained by the Chico Rancheria Housing Corporation and its agent, and used for future reference, should there be disputes following Termination of the Rental Agreement.

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

- (c) **Renter Rights.** The Head of Household or another occupant eighteen (18) or older is encouraged to inspect the dwelling unit carefully and note any deficiencies or concerns on the *Inspection Report*.

- (1) The Chico Rancheria Housing Corporation staff or its agent shall ensure that the client is advised of his / her right to make comments about the Inspection.
 - (2) This is the time the Head of Household or another occupant eighteen (18) or older has to draw attention to things that are missing / broken, were overlooked by maintenance, or were *NOT* fixed.
 - (3) The Head of Household or another occupant eighteen (18) or older should make sure such items get noted on the *Inspection Report* so that follow-up action can be initiated.

- (d) **Signatures on the Inspection Form.** At the conclusion of the Inspection, both the Head of Household or another occupant eighteen (18) or older and the Chico Rancheria Housing Corporation staff and its agent conducting the Move-In Inspection, are required to sign off on the *Inspection Report*.

- (e) **Distribution of Inspection Reports.** One (1) copy of the completed *Inspection Report* shall be sent to the client; one (1) copy shall be placed in the Renter’s File and one (1) copy in the Unit File. That report shall be retained by the Chico Rancheria Housing Corporation and its agent, and used for future reference, should there be disputes following Termination of the Rental Agreement.

- (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 client.
 - (2) Identify the location of the gas shut off valve to the client.
 - (3) Shut off valves should that 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) Identity the location of the gas meter to the client.
 - (8) Identify the location of the main electrical breaker panel and interior electrical breaker subpanel to the client.
 - (9) 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 other occupants eighteen (18) and older 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 Chico Rancheria Housing Corporation 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 Chico Rancheria Housing Corporation's standard *Inspection Report*.
 - (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.
- (d) **Photographing Inspections.** In addition to the Annual Inspection Report, the Annual Inspection shall be *photographed* and/or *video filmed*.
- (e) **Client 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 client 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.
 - (3) The Head of Household or other occupants eighteen (18) and older should make sure such items get noted on the *Inspection Report* or in some other written form submitted to the CRHC or its agent so that follow-up action can be initiated.
- (f) **Signatures on the Annual Inspection Form.** At the conclusion of the Annual Inspection, both the Chico Rancheria Housing Corporation staff and its agent conducting the Annual Inspection will sign off on the Annual *Inspection Report*.
- (g) **Distribution of Inspection Reports.** One (1) copy of the completed Annual *Inspection Report* shall be sent to the client upon request; one (1) copy shall be placed in the Renter’s File at the agent’s office and one (1) copy in the Renter’s File at the CRHC office. That report shall be retained by the Chico Rancheria Housing Corporation and its agent, and used for future reference, should there be disputes following Termination of the Rental Agreement.
- (h) **Access to the Unit.** Failure of Renters to allow Chico Rancheria Housing Corporation or its agent into the dwelling unit for the purposes of conducting an Annual Inspection, or failure of the client to cooperate with the Chico Rancheria Housing Corporation or its agent on the Annual Inspection shall be considered program non-compliance and is jeopardizing federal assistance provided to the Chico Rancheria Housing Corporation.
- (i) **Needed Repairs.**
- (1) If deficiencies beyond Normal Wear and Tear are noted during an Annual Inspection, the Chico Rancheria Housing Corporation or its agent shall serve the occupant/s a 3 Day Notice to Cure or Quit in accordance with California Law.
 - (2) Based on the established timeline, the Chico Rancheria Housing Corporation or its agent shall complete a follow-up inspection the day after the 3 Day Notice to Cure or Quit expires.
 - (3) In the event that the repairs have not been made in accordance with the 3 Day Notice to Cure or Quit, the Renters will be subject to Termination of their Rental Agreement and Eviction.

4. Pre-Move Out Inspection.

- (a) **When.** Pre-Move Out Inspections shall be done only when requested by the vacating Renter.
- (b) **Scheduling.** The Pre-Move Out Inspection shall be scheduled after the Renter provides the Chico Rancheria Housing Corporation with his / her Thirty (30) Day Notice of Intent to Vacate (Terminate the Rental Agreement).
- (c) **Associated Forms.** Upon receipt of the Renter’s notification to vacate, the **Chico Rancheria Housing Corporation’s** appropriate staff or agent shall send him / her copy of the Inspection Form upon request. The purpose of this is to provide the client with a “*heads up*” and identifies those items that shall be checked and may require repair / replacement or cleaning prior to the Chico Rancheria Housing Corporation or its agent regaining possession of the unit.

5. Move-Out Inspection.

- (a) **Purpose.** Upon Termination of the Rental 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 occupants vacate and the Chico Rancheria Housing Corporation or its agent regains possession of the unit.
- (b) **Who Attends.** During the Move-Out Inspection, the Head of Household or and/or other occupants eighteen (18) and older (as available to attend), Chico Rancheria Housing Corporation staff and CRHC's agent shall jointly inspect the dwelling unit. The results of that inspection shall be documented on the Chico Rancheria Housing Corporations standard *Inspection Report*.
- (c) **Photographing/Video Filming Inspections.** In addition to the Move-Out *Inspection Report*, the Move-Out Inspection shall be photographed and/or *video filmed*.
- (d) **Client Rights.** The client 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 Move-Out *Inspection Report* or in some other *written form submitted to CRHC or its agent*.
 - (1) The Chico Rancheria Housing Corporation staff or agent shall ensure that the client is advised of his / her right to make comments about the 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 Renters opportunity to draw attention to things that are of concern to him / her.
- (e) **Signatures on the Move-Out Inspection Report.** At the conclusion of the Move-Out Inspection, the Head of Household or other occupant eighteen (18) and older if in attendance, the Chico Rancheria Housing Corporation staff and its agent conducting the Move-Out Inspection, will sign off on the *Move-out Inspection Report*.
- (f) **Abandonment.** In the case of Abandonment, the Chico Rancheria Housing Corporation and/or its agent shall conduct the Move-Out Inspection (less the client).
 - (1) If the Chico Rancheria Housing Corporation or its agent reasonably believes the tenant has abandoned possession and the tenant is fourteen (14) days or more delinquent in payment of rent, then the Housing Corporation 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 tenant does not timely respond, the premises are deemed abandoned and the Chico Rancheria Housing Corporation or its agent will retake possession of the property without using the eviction process.
 - (2) **Photographing/Video Filming** and proper documentation of the Move-Out Inspection shall be completed as noted above.
 - (3) The *Inspection Report* shall be annotated to denote that the unit was ABANDONED and that the client was unavailable for the inspection.
- (g) **Distribution of Move-Out Inspection Report.** One (1) copy of the completed *Move-Out Inspection Report* shall be placed in the Renter's File at the agent's office and one (1) copy in the Renter's File at the CRHC office. That report shall be retained by the Chico Rancheria Housing Corporation and its agent, and used for future reference, should there be disputes following Termination of the Rental Agreement.

K. SUCCESSION UPON SEPARATION, DIVORCE, DEATH, OR MENTAL INCAPACITY

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

1. Separation / Divorce / Death - Involving two (2) Enrolled Tribal Members.

- (a) **Review of Need.** If two (2) unmarried or two (2) married Enrolled Tribal Members have been renting a dwelling unit, and one (1) dies or they separate / divorce, the Chico Rancheria Housing Corporation shall review their future housing needs and to the extent feasible, provide housing that meets that need.
- (b) **Re-determining Bedroom Size for Family.** The Chico Rancheria Housing Corporation shall match the family's future housing need to the appropriate bedroom size. Several options then come into play.
 - (1) One or both individuals might have to move to another unit.
 - (2) One might be allowed to remain in the current dwelling unit while the other must move. In this situation, the remaining individual would be subject to re-qualifying for the unit base on CRHC's Eligibility and Admissions Policy.
 - (3) If so, the Chico Rancheria Housing Corporation would provide the next available unit, of appropriate size, to the other. Again, the other individual would be subject to re-qualifying for the unit based on CRHC's Eligibility and Admissions Policy.
- (c) **Custody Issue.** The decision of Chico Rancheria Housing Corporation may also be influenced by a court order that affects "*custody*" of minor children. Chico Rancheria Housing Corporation staff shall try to ascertain if such court orders exist and obtain copies prior to making their recommendations for housing alternatives.

2. Separation / Divorce / Death - Involving one (1) Enrolled Tribal Member and one (1) NON Tribal Individual.

- (a) **General.** Under the circumstances noted below, the Chico Rancheria Housing Corporation shall review their future housing needs and to the extent feasible, provide them with housing that meets that need.
- (b) **Scenario One:** Two (2) individuals were renting a dwelling unit from the Chico Rancheria Housing Corporation and they later separate / divorce. One (1) of them was an Enrolled Tribal Member and the other was a NON Tribal individual.
- (c) **Scenario Two:** Two (2) individuals (married or otherwise) were renting a dwelling unit from the Chico Rancheria Housing Corporation and one (1) of them dies. The one (1) who died was the Enrolled Tribal Member. The other was a NON Tribal individual.
 - (1) **Enrolled Member.** In most cases, and if still eligible, the Enrolled Tribal Member shall continue to receive housing (based on re-qualifying for the unit according to the Eligibility and Admissions Policy.).
 - (2) **Non-Tribal Individuals.** In most cases, the NON Tribal individual (with or without children) would be required to vacate the dwelling unit and would *NOT* be eligible for future housing assistance.

- (a) If the NON Tribal individual is directed to vacate the premises, the Chico Rancheria Housing Corporation or its agent shall provide him / her with a WRITTEN Notice of their need to vacate and allow adequate time to relocate.
- (b) “*Adequate time*” is considered to be sixty (60) calendar days.
- (c) **Rights of Non Tribal Individuals for Continued Occupancy.** Under certain circumstances, the NON Tribal Individual could continue to receive housing (based on demonstrated need - i.e., remaining family size).
 - (1) In order for this to happen, minor children (those under the age of 18) must be part of the equation.
 - a) More specifically, those minor children must be *Enrolled Tribal Members*; and
 - b) The NON Tribal parent would have to have been awarded “*legal*” custody of those minor Enrolled Tribal Members.
 - (2) If a NON Tribal Individual is allowed to stay in the existing dwelling unit (or is awarded one that better meets his / her current housing needs), they shall only be allowed continued residency upon re-qualifying for the unit according to the Eligibility and Admissions Policy and until such time as the youngest Enrolled Tribal Member reaches the age of eighteen (18).
 - (3) Sixty (60) days prior to the youngest Tribal Member reaching age 18, the NON Tribal Individual shall be given WRITTEN Notice that he / she has sixty (60) calendar days in which to vacate the dwelling unit.
 - (4) The now adult Enrolled Tribal Member may:
 - a) Apply for housing assistance under the Chico Rancheria Housing Corporation’s ELIGIBILITY & ADMISSIONS Policy, or
 - b) Seek permission from the Chico Rancheria Housing Corporation, to assume the lease of the dwelling unit formerly held by their NON Tribal parent.
 - c) In either case, the teen Tribal member would have to meet the eligibility criteria, as outlined in the Chico Rancheria Housing Corporation’s Eligibility & Admissions Policy.
- (d) **Re-Determining Bedroom Size for Family.** As noted above, the Chico Rancheria Housing Corporation shall match the Enrolled Tribal Members family and the Non Tribal Individual (with custody of Enrolled Tribal Members - Minor Children) future housing need to the appropriate bedroom size. Several options then come into play.
 - (1) One or both individuals might have to move to another unit.
 - (2) One might be allowed to remain in the current dwelling unit while the other would have to move.

- (3) If so, the Chico Rancheria Housing Corporation would provide the next available unit, of appropriate size, to the other.
- (e) **Custody Issue.** The decision of Chico Rancheria Housing Corporation may also be influenced by a court order that affects “*custody*” of minor children. Chico Rancheria Housing Corporation staff shall try to ascertain if such court orders exist and obtain copies prior to making their recommendations for housing alternatives.
- (d) **Waivers.** The Chico Rancheria Housing Corporation Board of Directors can recommend that this Policy be waived, for humanitarian reasons, if circumstances warrant. Such waivers shall be considered, on a case-by-case basis, *if* the affected *NON* Tribal Individuals ask for such a waiver to said Policy.

L. PROGRAM VIOLATIONS

1. General.

- (a) Program violations are **NOT** always intentional and may result from a lack of understanding of program requirements on the part of residents. Other violations may be the result of intentional disregard of program requirements for a variety of reasons. Since it is **NOT** easy to tell the difference, it is important that violations be dealt with promptly and in a firm but fair manner.
- (b) Chico Rancheria Housing Corporation staff and its agent shall always provide equal treatment and due process. Staff shall also inform Renters of their right to a Grievance Hearing if they disagree with the staff imposed plan for correction of the violation(s). This shall be done in compliance with the terms and conditions laid out in the Chico Rancheria Housing Corporation’s GRIEVANCE Policy.

2. Common Program Violations.

The following examples illustrate some of the more common ways in which client’s commit PROGRAM VIOLATIONS.

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

- (a) By failing to submit requested *verifications* in a timely manner.
- (b) By failing to provide *social security numbers* for ALL those residing in the dwelling unit.
- (c) By failing to complete *re-certifications* within prescribed time frames.
- (d) By failing to report *changes in income* and / or assets, of household members, in a timely manner.
- (e) By *vacating* the dwelling unit in violation of the terms of the Rental Agreement (i.e., ABANDONMENT).
- (f) By failing to keep *utilities* in service to the dwelling unit.
- (g) By failing to *use* or *maintain* the dwelling unit or property as required.
- (h) By *conducting* themselves in a manner that is disruptive to their neighbors’ right to the “*quiet and peaceful enjoyment*” of their homes.
- (i) By failing to *control* family, friends, and guests.
- (j) By *non-payment* of monthly obligations (i.e., rent, utilities, etc.).

- (k) By *OTHER* violations of the Rental Agreement, such as not adhering to their Self-Sufficiency Plan.

3. Common Criminal Violations.

The following examples illustrate some of the more common ways in which client's 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 or retain false eligibility.
- (d) *Overstating deductions*, allowances or expenses.
- (e) Using a *false identity*.
- (f) Using a *false social security number*.
- (g) Using *false documents*.
- (h) *Falsifying* the number of household members.
- (i) Intentionally *damaging or vandalizing* the dwelling.

4. Chico Rancheria Housing Corporation's Actions Following a Violation.

- (a) If a client commits a program violation, the Chico Rancheria Housing Corporation staff or its agent shall notify the client of the violation in WRITING. This may be done by utilizing the “*Three Day Cure or Quit Notice*.” That Notice shall include the following:
 - (1) **Date of Violation.**
 - (2) **Nature of the Violation.** Explain what part/s of the Rental Agreement was/were violated.
 - (3) **Consequences of Violation.** Point out their Lease can be TERMINATED if the problem is not corrected within three (3) days and that if it happens again within twelve (12) months, the Rental Agreement shall be subject to immediate termination.
 - (7) **Right to File a Grievance.** Point out the fact that the client has the right to file a Grievance, as provided for under the terms and conditions of the Chico Rancheria Housing Corporation's GRIEVANCE Policy. Such right to request a grievance must be submitted prior to the expiration of the 3 Day Notice to Cure or Quit. In the event that this time frame occurs outside of business hours, the Chico Rancheria Housing Corporation provides a mail drop box in its front office door.

See Appendix N for a sample of the “*Three Day Cure or Quit Notice*.”

- (b) **Criminal Violations.** In those cases, where evidence indicates a CRIMINAL VIOLATION has occurred, the Chico Rancheria Housing Corporation staff may refer the matter to local law enforcement agencies.
- (c) **Consequences of Failing to Correct a Violation.** If corrections are *NOT* forthcoming, the Chico Rancheria Housing Corporation or its agent may Terminate the Rental Agreement and initiate Eviction of the client.

M. TERMINATION OF RENTAL AGREEMENT

1. Client Initiated Termination Procedures.

- (a) **Time Lines.** If a Renter decides that he / she *NO* longer desires assistance from the Chico Rancheria Housing Corporation, he / she *MAY Terminate* his / her Rental Agreement by providing the Chico Rancheria Housing Corporation or its agent with at least a thirty (30) calendar day advance written notice.
- (b) **Notification.** The notification to the Chico Rancheria Housing Corporation or its agent, by the client, that he / she is going to *Terminate* his / her Rental Agreement, shall be in *WRITING* and include the following:
 - (1) Name of Client.
 - (2) Dwelling Unit Number / Apartment Number / Address (as applicable).
 - (3) Date Rental Agreement is to be terminated.
 - (4) Current Mailing Address and Phone Number of Client.
 - (5) Forwarding Address (after Move-Out) of Client (if known at time of notice).
 - (6) See Appendix CC for a Sample of the “*Tenant’s Intent to Vacate*” form Letter. This may be used by clients, to assist them with the Move-Out and Lease Termination process.
- (c) **Pre-Move-Out Inspection.** Upon receipt of the *WRITTEN* Notice, regarding the client’s intent to vacate, and *if the client so requests it*, the Chico Rancheria Housing Corporation or its agent shall schedule a Pre-Move-Out Inspection. The purpose of this inspection is to let the client know what he / she can do with regards to cleaning and needed repairs or replacements (if any) prior to vacating the dwelling unit.
- (d) **Vacating WITHOUT Proper Notice.** If a client vacates the dwelling unit without proper notice to the Chico Rancheria Housing Corporation or its agent, the client shall remain subject to the obligations of the Rental Agreement. This includes the obligation to make monthly payments until the Chico Rancheria Housing Corporation or its agent can “*officially*” terminate the Rental Agreement in *WRITING*. See Abandonment in Section III. M. 3. below.

2. Chico Rancheria Housing Corporation or its Agent Initiated Termination Procedures.

- (a) **General.** In the event the Renter fails to comply with any of the obligations in the Rental Agreement and / or any obligation under this Policy, the Chico Rancheria Housing Corporation or its agent *MAY* terminate the Rental Agreement.
- (b) **Notification.** If it becomes necessary for the Chico Rancheria Housing Corporation or its agent to terminate the Rental Agreement of a client, the Chico Rancheria Housing Corporation staff or its agent shall do so by giving the client a *WRITTEN* Notice.
 - (1) The Chico Rancheria Housing Corporation or its agent shall prepare the appropriate *Termination* Notice:
 - (a) **Notice to Pay Rent or Quit:** This notice is used when termination is due to failure to pay rent. The time frame is three (3) calendar days for which the Renter can pay rent or quit.

See Appendix L for a sample of the “*Notice to Pay Rent or Quit.*”

- (b) **Notice to Cure or Quit:** This notice is used when a program violation warrants termination. The time frame is three (3) calendar days for which the Renter can cure the problem or quit.

See Appendix N for a sample of the “*Notice to Cure or Quit.*”

- (c) **Notice to Quit:** This notice is used when the Renter has no option to continue the Rental Agreement. The time frame for the tenant to vacate the unit is three (3) calendar days.

See Appendix P for a sample of the “*Notice to Quit.*”

- (d) **Notice of Belief of Abandonment:** See Abandonment in Section III. M. 3. below.

See Appendix R for a sample of the “*Notice of Belief of Abandonment.*”

- (e) **Thirty/Sixty (30/60) Day Notice to Vacate:** This notice is used when a program violation warrants termination for a violation which the Renter has not been able to cure.

- (2) The Chico Rancheria Housing Corporation staff or its agent shall review, approve, and sign the *Applicable Termination* Notice based on the information provided.
 - (3) The *Applicable Termination* Notice shall be hand delivered, and/or posted to the front door of the unit by the appropriate Chico Rancheria Housing Corporation staff or its agent and a legal *Proof of Service* form shall be immediately completed by the person who served the notice.
 - (4) A copy of the *Applicable Termination* Notice and *Proof of Service* shall be filed in the Renters permanent Chico Rancheria Housing Corporation Resident file.
 - (5) A copy of the *Applicable Termination* Notice and *Proof of Service and Rental Agreement* shall be delivered to the Chico Rancheria Housing Corporation’s Attorney to initiate the Eviction process.
- (c) **Criteria for Termination.** The Chico Rancheria Housing Corporation or its agent may only issue a *Termination* Notice if the terms and conditions of the Rental 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) Admitting unauthorized persons to live 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 Chico Rancheria Housing Corporation’s, its agent’s, or tribal property.
- (6) Failure to comply with **ANY** provision of this policy.

- (7) Failure to complete Annual re-examinations.
 - a) Committing fraud on the initial or **ANY** subsequent re-examinations.
 - b) Withholding or misrepresenting information relative to the initial or **ANY** subsequent re-examinations.
- (8) Failure to allow Chico Rancheria Housing Corporation staff or its agent to conduct inspections.
- (9) Failure to attend COUNSELING SESSIONS, when directed to do so, by the Chico Rancheria Housing Corporation.
- (10) Failure to maintain the unit in accordance with the Rental Agreement.
- (11) Failure to make required monthly Rent Payments, including Failure to maintain monthly Rent Payments at or above the Minimum Required Monthly Payment for the Low-Income Rental program.
- (12) Failure to make required monthly Utility Payments.
- (13) Failure to use the unit as the Renters principal residence.
- (14) **Nuisance.** Serious and repeated interference with the rights of other Chico Rancheria Housing Corporation Renters (i.e., the Renters Neighbors). Nuisances include, but are **NOT** limited to, the following:
 - (a) Harboring an unauthorized pet.
 - (b) Failing to maintain the exterior grounds to the community standards, if applicable.
 - (c) Failing to remove, or have removed, inoperable vehicles, appliances, furniture, etc. from the yard.
 - (d) Failing to remove, or have removed, refuse or allowing excess debris to build up between garbage removals.
 - (e) Failing to allow other residents in the community the peaceful enjoyment of their accommodations; etc.

Note: The Chico Rancheria Housing Corporation or its agent shall investigate complaints that are received in writing on appropriate complaint forms on these issues (as noted above) and shall inform the client that these complaints / concerns have been received by the Chico Rancheria Housing Corporation or its agent. That notification shall be in WRITTEN form and followed up by personal contact with the client. Based on the nature of the complaint, Chico Rancheria Housing Corporation staff or its agent may issue a Three (3) Day Notice to Cure or Quit to the client if the issue has **NOT** been resolved to Chico Rancheria Housing Corporation or its agent's satisfaction.

- (15) **Violations.**
 - (a) **Program Violations.** Client "*violations*" may include, but are **NOT** limited to:
 - (1) Failing to submit Chico Rancheria Housing Corporation requested verifications.

- (2) Failing to provide Social Security Numbers.
- (3) Failing to complete re-certifications.
- (4) Failing to keep utilities in service.
- (5) Failing to report changes in income and / or assets of household members in a timely manner.
- (6) Vacating the unit in violation of the Rental Agreement.
- (b) **Criminal “violations”.** Criminal “violations” may include, but are *NOT* limited to:
 - (1) Knowingly omitting income or assets of self or household members.
 - (2) Knowingly under reporting income / assets of self or household members.
 - (3) Transferring income or assets to obtain / retain false eligibility.
 - (4) Overstating deductions / allowances / expenses.
 - (5) Using a false identity or Social Security Number.
 - (6) Using false documents.
 - (7) Falsifying the number of household members.

3. Abandonment.

The term “abandonment” is when the tenant both physically leaves the premises and intends to permanently vacate. If the Chico Rancheria Housing Corporation or its agent reasonably believes the tenant has abandoned possession and the tenant is 14 days or more delinquent in payment of rent, then the Chico Rancheria Housing Corporation or its agent 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 or registered mail. If the tenant does not timely respond, the premises are deemed abandoned and the Chico Rancheria Housing Corporation or its agent will retake possession of the property without using the eviction process.

- (a) The date of termination of the rental agreement shall be fifteen (15) days after the notice is served personally or, if mailed, not less than eighteen (18) days after the notice is deposited in the mail unless:
 - (1) At the time the notice of belief of abandonment was given, the rent was due and unpaid for fourteen (14) consecutive days.
 - (2) At the time the notice of belief of abandonment was given, it was not reasonable for the Chico Rancheria Housing Corporation or its agent to believe that the tenant had abandoned the real property. The fact that the Chico Rancheria Housing Corporation or its agent knew that the tenant left personal property on the real property does not, of itself, justify a finding that the Chico Rancheria Housing Corporation or its agent did not reasonably believe that the lessee had abandoned the real property.
 - (3) Prior to the date specified in the *Notice of Belief of Abandonment*, the tenant gives written notice to the Chico Rancheria Housing Corporation or its agent stating his intent not to abandon the real property and stating an address at which he may be served by certified mail in any action for unlawful detainer of the real property.

- (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 rental agreement would have terminated pursuant to the notice, the tenant paid to the Chico Rancheria Housing Corporation or its agent all or a portion of the rent due and unpaid on the real property.

4. Prorating Monthly Rent Payments.

- (a) When a Rental Agreement is terminated, the Chico Rancheria Housing Corporation or its agent shall “prorate” the final month’s payment.
- (b) The “prorated” amount shall be based on the number of days in the month divided by the amount of the monthly payment. For example:
 - (1) The monthly payment was **\$200** and the client vacated on the **15th** of May.
 - (2) There are **31** days in May, so the **\$200** payment shall be divided by **31** to yield a daily rate (rounded) of **\$6.45**.
 - (3) The daily rate is then multiplied times the number of days the unit was occupied that month. In this example - **15**. The daily rate (**\$6.45**) multiplied times the number of days (**15**) yields a “prorated” payment for May of **\$96.75**

5. Evictions.

(a) Chico Rancheria Housing Corporation Staff or its Agent Actions.

- (1) In the event a client fails to Move-Out, following receipt of the Appropriate *Termination of Lease Notification*, the Chico Rancheria Housing Corporation or its agent shall initiate EVICTION proceedings against the client.
- (2) All EVICTION procedures shall be followed according to California State Civil Code through the County Court.
- (3) The **Chico Rancheria Housing Corporation** staff or its agent shall notify the **Chico Rancheria Housing Corporation’s Attorney** of the client’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) **Tenant Defends.** The tenant 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 - Chico Rancheria Housing Corporation or its agent must start termination procedure over again with appropriate notice.
 - (b) Motion Denied: Leads to Trial
 - (1) Judgment for Tenant
 - (2) Judgment for Housing Corporation -
 - a) Writ of Possession
 - b) Sheriff’s Notice to Vacate
 - c) Sheriff Evicts Tenant

- (6) **Tenant Takes No Action.** If the tenant takes no action, the following actions need to take place for the Housing Corporation to regain Possession of the unit:

- (a) Request to Enter Default
- (b) Default and Default Judgment
- (c) Writ Of Possession
- (d) Sheriff's Notice to Vacate
- (e) Sheriff Evicts Tenant

- (b) **Payment of Legal Fees.** In the event the Chico Rancheria Housing Corporation's or its agent's EVICTION is upheld by a court order, the client shall be held responsible for ALL attorney fees, legal costs (i.e., servicing fees) and court costs incurred by the Chico Rancheria Housing Corporation in the eviction process.

6. Graduation.

Excluding the Elderly and Persons with Disabilities, the Low-Income Rental Program is designed to be a stepping-stone for families in order to provide affordable housing and assist them with their Family Self-Sufficiency Plans. Ideally, this process shall take up to five years, and, once the family has achieved a sustainable adjusted income in which 30% meets or exceeds open market rentals of equivalent quality, it is time for the family to seek other housing and set their goals for other horizons.

- (a) Upon annual recertification, when a family's adjusted income reaches the point in which 30% is equivalent to open market rentals in the local area (see Appendix B), the family will soon be graduating the Chico Rancheria Housing Corporation's Low-Income Rental Program.
- (b) The family will be served with a one (1) year graduation date letter (aka. Moving date) in which the family will be required to vacate the unit. At sixty (60) days prior to the graduation date, a Sixty (60) Day Notice to Vacate shall be served in order to enforce eviction, if the family refuses to graduate.
- (c) By meeting their counseling and self-sufficiency requirements, the family may be on homeownership waiting lists and the Chico Rancheria Housing Corporation will strive to match these opportunities with the family's graduating date (i.e., provide homebuyer assistance or link the family up with other local homeownership opportunities). In the event the family prefers to or is forced to rent an open market unit, the Chico Rancheria Housing Corporation shall strive to provide assistance in finding a unit for the family.

N. VACATING UNITS

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

1. Sequence of Events.

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

- (a) **Notification.** The client notifies the Chico Rancheria Housing Corporation or its agent, by providing a Thirty (30) Day Notice to Vacate.
- (b) **Pre-Move-Out Inspection.**
 - (1) The Chico Rancheria Housing Corporation or its agent shall schedule a Pre- Move Out Inspection of the unit within ten (10) business days of receipt of the Renters *Notice to Vacate* - only when such an inspection is so requested by the client.

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

(c) Move-Out Inspection.

- (1) The Chico Rancheria Housing Corporation or its agent shall schedule the Move-Out Inspection so that it coincides with the Renter's stated Move-Out date (as noted on his / her *Notice to Vacate*).
- (2) If the client has *NOT* completed the necessary repairs / replacements by the scheduled Move-Out date, the Chico Rancheria Housing Corporation or its agent shall schedule as soon as possible and the unit returned to service.

(b) Billing for Repairs After Move-Out.

- (1) Once repairs and replacements have been taken care of, the Chico Rancheria Housing Corporation or its agent shall provide the client with a detailed bill showing what work was done, the labor costs involved, the material costs involved, and a final *Settlement Statement*.
- (2) A copy of the *Settlement Statement* shall be placed in Renters File and unit file

2. Client Due Refund.

- (a) The Chico Rancheria Housing Corporation or its agent shall issue a refund check and close the client's account.
- (b) If the client has a refund coming (i.e., Security Deposit), the Chico Rancheria Housing Corporation or its agent shall provide that refund to the client within forty-five (45) calendar days of Move-Out.

3. Client Owes Housing Money.

- (a) If the client owes the Chico Rancheria Housing Corporation or its agent money, funds from the client's Security Deposit shall be used to satisfy those outstanding debts.
 - (1) If funds remain after ALL debts have been paid, such funds shall be returned to the client within forty-five (45) calendar days of Move-Out.
- (b) If the client owes money, and their Security Deposit contains insufficient funds to cover the debt, they shall be billed for the balance due.
 - (1) Renters shall be given thirty (30) calendar days within which to make good on their payment.
 - (2) In the event a client fails to make that payment within thirty (30) days, the case shall be turned over to the Chico Rancheria Housing Corporation's Attorney and/or the Tribe's Fiscal Office for "Bad Debt" collection.
 - a) The Attorney shall initiate legal action, for restitution, via the County Court. Judgments for payment (via cash or wage garnishment) shall be sought.
 - b) If legal action is required, the client shall be held responsible for any and ALL legal fees associated with trying to recoup funds due to the Chico Rancheria Housing Corporation.
 - c) If additional costs (legal) are incurred, the Chico Rancheria Housing Corporation shall annotate the client's account accordingly.

- (c) **Amounts Charged.** Any amounts to be charged to the client, for repairs, shall be based on ACTUAL COSTS (labor and materials) incurred by the Chico Rancheria Housing Corporation.
- (d) **Other Potential Applicable Charges.** The list below provides examples of some of the OTHER charges that Renters can be billed for when vacating a unit. This list is *NOT* all-inclusive.
 - (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.
 - (4) The cost of storage and / or disposition of personal property left behind.

O. PERSONAL BELONGINGS

1. Client Responsibilities.

- (a) Renters 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 Client shall be held financially liable for any personal belongings removed from the formally occupied unit and the cost of removing such items by the Chico Rancheria Housing Corporation or its agent. The Chico Rancheria Housing Corporation or its agent shall NOT be held financially liable for any personal belongings after the Date of the Termination of the Rental Agreement.

2. Exception - Death of Client.

In the event of the death of a client (i.e., an elderly client who lived alone), and the dwelling unit is being reclaimed by the Chico Rancheria Housing Corporation or its agent, the Chico Rancheria Housing Corporation or its agent may postpone final clearance of the unit or temporarily store the deceased Renters 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) The Chico Rancheria Housing Corporation shall make every effort to contact the deceased client'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 Chico Rancheria Housing Corporation's discretion.

P. NOTICE DELIVERY METHODS (CLIENT NOTICES TO HOUSING)

1. General.

If a client desires to formally communicate with the Chico Rancheria Housing Corporation or its agent, such contact SHALL BE in WRITING.

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

2. Client Notice Content.

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

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

3. Formal Grievance.

If the client desires to submit a formal GRIEVANCE, then he / she shall utilize the Chico Rancheria Housing Corporation's "*Grievance*" form. The procedures laid out in the Chico Rancheria Housing Corporation's Grievance Policy shall then be applied. See Appendix DD for a Sample of the "*Grievance*" form.

4. Client Generated Termination Notice.

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

5. Client Generated Notice Delivery Methods.

NOTICES and correspondence, generated by the client, shall be delivered to the Chico Rancheria Housing Corporation or its agent in the following manner:

- (a) **Hand Delivered.** Hand delivered to the Chico Rancheria Housing Corporation's office or its agent's office (Receptionist Desk), or
- (b) **Mailed.** Mailed to the Chico Rancheria Housing Corporation's or its agent's office via Regular or Certified mail. Postage shall be prepaid by the client.

Q. NOTICES (CHICO RANCHERIA HOUSING CORPORATION OR ITS AGENT - LEGAL NOTICES TO RENTERS)

1. General.

If and when it becomes necessary for the Chico Rancheria Housing Corporation or its agent to inform a client of a problem or legal issue, it shall be done in WRITING.

2. Legal Notice Servicing Methods.

Proper Serving of such Chico Rancheria Housing Corporation or its agent generated legal notices and / or correspondence shall be via any of the following:

- (a) **In Person.** The Legal Notice may be personally Served to one of the Renters by a Chico Rancheria Housing Corporation staff or its agent.
 - (1) The Chico Rancheria Housing Corporation or its agent file copy shall be annotated to show the date and time of delivery, that it was "personally" delivered, and to whom.
 - (2) A Proof of Service shall also be completed by Chico Rancheria Housing Corporation staff or its agent who served the notice.

- (3) A copy of the Notice, Proof of Service, and Rental Agreement shall be delivered to the Chico Rancheria Housing Corporation's Attorney to initiate the Eviction process.
- (b) **Affixed to the Home Front Door when NO Renter/s is/are Home.** If *NO* renter is home at the time the Legal Notice is delivered to the household, then it may be affixed to the front door of the dwelling by Chico Rancheria Housing Corporation staff or its agent and in addition, a copy of the Notice will be mailed to the Renter/s.
 - (1) The Chico Rancheria Housing Corporation file copy shall be annotated to show the date and time of delivery, that it was "personally" delivered, and to whom.
 - (2) A Proof of Service shall also be completed by Chico Rancheria Housing Corporation staff or its agent who served the notice.
 - (3) A copy of the Notice, Proof of Service, and Rental Agreement shall be delivered to the Chico Rancheria Housing Corporation's Attorney to initiate the Eviction process.

NOTES: