

CHICO RANCHERIA HOUSING CORPORATION

Senior - Tenant Based Rental Assistance

Chico Rancheria Housing Corporation
Senior - Tenant Based Rental Assistance Policy

Subject: CHICO RANCHERIA HOUSING CORPORATION	Number: 2
<u>SENIOR -TENANT BASED RENTAL ASSISTANCE POLICY</u>	Effective Date: 09/14/2015
Statute: Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA) (25 U.S.C. 4163 et seq.); Regulations 24 CFR §1000;	Supersedes: Version #1 (03/03/2014)
Authority: MIT Ordinance:	File Reference: Approved: 09/14/2015

TABLE OF CONTENTS

I. PURPOSE	1
II. POLICY	1
<i>A. Definitions</i>	<i>1</i>
1. All Areas of the United States.	1
2. Annual Income.	1
3. Disabled Family.....	1
4. Elderly and Near-elderly Families	1
5. Elderly Person.....	1
6. Extended Family.....	1
7. Family.....	1
8. HUD	2
9. Indian.....	2
10. Indian Service Area	2
11. Indian Tribe	2
12. Low Income Family.....	2
13. Median Income Limits.....	2
14. NAHASDA.....	2
15. Payment Assistance	3
16. Persons with Disabilities.....	3
17. Rent.....	4
18. Waiting List.....	4
<i>B. General Information.....</i>	<i>5</i>
1. Eligibility & Admission.....	5
2. Term	5
3. Lease Approval.....	6
4. Housing Standards.....	6
5. Payments - Execution of agreements for assistance.	7
6. Certification Requirements.....	7
7. Obligations.	7
8. Terminations.....	9
Appendix A – HUD established Housing Quality Standards	A -1
Appendix B – Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards	B- 1
Appendix C – Recipient Agreement	C -1

Chico Rancheria Housing Corporation
Senior - Tenant Based Rental Assistance Policy



Chico Rancheria Housing Corporation
Senior - Tenant Based Rental Assistance Policy

I. Purpose

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

II. Policy

A. Definitions

1. All Areas of the United States.

All areas of the United States includes all continental states, Alaska, Hawaii, and any and all lands held in Trust by the U.S. Department of Interior including Indian Reservations within the continental states and Alaska and Hawaii.

2. Annual Income

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

3. Disabled Family

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

4. Elderly and Near-elderly Families

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

5. Elderly Person

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

6. Extended Family

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

7. 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 tribally recognized domesticated partnership (i.e., marriage);
- (d) a tribally recognized domesticated partnership with children;

Chico Rancheria Housing Corporation
Senior - Tenant Based Rental Assistance Policy

- (e) a parent, or parents, (i.e., grandparents) of a single person or a parent or parents of one partner in a tribally recognized domesticated partnership with or without children.

8. HUD

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

9. Indian

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

10. Indian Service Area

CRHC's Indian Service Area is the jurisdiction authorized by the Mechoopda Indian Tribe for CRHC to operate affordable housing programs. Each program may have a different Indian Service Area as defined in the annual Indian Housing Plan (IHP). The service area for the Senior-Tenant Based Rental Assistance Program is defined as all areas of the United States.

11. Indian Tribe

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

12. Low Income Family

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

13. Median Income Limits

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

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

14. NAHASDA

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

15. Payment Assistance

Payment assistance is calculated by a formula described in this section. Assistance provided based on this formula can range from \$1.00 to \$1,500.00 per month.

- (a) The factors used to determine the amount of assistance to be paid to the owner, property manager, or management company on behalf of the participant are:
 - (1) Adjusted income of the family
 - (2) Rent as defined in this policy
 - (3) A \$1,500.00 per month assistance limit
- (b) **The amount of assistance per month equals the difference of ten (10) percent of the family's adjusted monthly income and the monthly housing payment up to \$1,500.00.** If the difference is greater than \$1,500.00, the family is not eligible for assistance because they are not residing in Affordable Housing, thus are not eligible for assistance under NAHASDA. Furthermore, if ten percent (10%) of the applicant's adjusted income meets, or exceeds, the rent, the applicant is not eligible for assistance.

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

10% of \$2,500.00 equals \$250.00.

Rent equals \$1,500.00.

The difference equals \$1,250.00, which is the amount of the payment assistance.

Example 2: Applicant's adjusted monthly income equals \$1,600.00.

10% of \$1,600 equals \$160.00.

Rent equals \$1,800.00.

The difference equals \$1,640.00, which is greater than the allowed \$1,500.00, so the applicant is not eligible for assistance

16. 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.

Chico Rancheria Housing Corporation
Senior - Tenant Based Rental Assistance Policy

- (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.

17. Rent

The term ‘rent’ means the total of the monthly rent charged by the landlord for the housing unit and the average monthly utilities associated with the housing unit. For the purposes of this policy, the average monthly utility cost includes the average monthly costs only for water, sewer, gas, and electricity. Television, telephone, garbage service, internet service, or any other associated costs with household living expenses are not considered utilities.

18. Waiting List

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

WAITING LIST SELECTION PREFERENCE:	# OF POINTS:
Mechoopda Tribal Member	100
75 Years Old or Older	15
Involuntarily Displaced	10
Substandard Housing	10
Paying more than 50% of income for rent	10
Disabled	5

Chico Rancheria Housing Corporation
Senior - Tenant Based Rental Assistance Policy

B. General Information

1. Eligibility & Admission

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

- (a) Applicant/s must be an enrolled member of an Indian Tribe (Tribal preference shall be given to members of the Mechoopda Indian Tribe).
- (b) Applicant must be at least sixty-two (62) years of age.
- (c) Applicant must reside in or be moving within the CRHC Indian Area for the program.
- (d) Applicant must be a member of a Low-Income Family.
- (e) Applicants who owe the Chico Rancheria Housing Corporation or the Mechoopda Indian Tribe money are not eligible to receive assistance.
- (f) Applicants who have been previously terminated, or evicted, from any program administered by the Chico Rancheria Housing Corporation or the Mechoopda Indian Tribe are not eligible to receive assistance unless all outstanding balances owed by said prior tenant are paid in full and the applicant demonstrates to Chico Rancheria Housing Corporation that the applicant will be a satisfactory tenant.
- (g) A participant may not receive rental assistance while receiving the benefit of any other form of housing subsidy for the same dwelling unit.
- (h) All applicants shall be encouraged to apply to other state or local housing agencies prior to receiving assistance. Applications received from any family or person(s) not meeting the established criteria will also be referred to other state or local agencies for housing assistance.
- (i) In the event that funding is unavailable, a waiting list shall be developed once eligibility is established.

2. Term

Rental assistance may be provided depending on the sustainability of funding to support the program.

3. Lease Approval

- (a) Lease terms must be at least month-to-month with optional longer terms of up to one year automatically renewed monthly at the end of the lease unless a thirty (30) day notice is provided by the participant or owner of intent not to renew the lease. Such notice must be provided by the party giving notice to Chico Rancheria Housing Corporation.

Chico Rancheria Housing Corporation
Senior - Tenant Based Rental Assistance Policy

- (b) Upon receipt of the proposed lease, the Chico Rancheria Housing Corporation will review it and determine that all the necessary provisions as defined in Section 207 of NAHASDA are included.
- (c) If there is any necessary information missing from the lease in accordance with NAHASDA, the Chico Rancheria Housing Corporation will require the landlord to put these items in writing as an addendum to the lease. If the landlord refuses to add the necessary lease information to the lease, the lease will be disapproved.
- (d) If the lease covers all necessary provisions, the Chico Rancheria Housing Corporation will approve the lease. **This assistance is based solely on the monthly rent charged by the landlord for the housing unit and the average monthly utility cost for water, sewer, gas, and electricity. Other monthly costs associated with the monthly rent charged by the landlord will not be considered for calculating the participant's monthly rental assistance.**
- (e) The Chico Rancheria Housing Corporation is not a party to the lease and assumes no responsibility in its enforcement.

4. Housing Standards

- (a) Minimum Housing Quality Standards (HQS) - Appendix A
 - (1) The Chico Rancheria Housing Corporation will utilize the adopted housing quality standards in determining if the unit is a decent, healthy and safe place to live.
 - (2) The Chico Rancheria Housing Corporation will provide the participant with information to assist them in finding housing that meets the minimum requirements.
- (b) Inspections
 - (1) The Chico Rancheria Housing Corporation will conduct, or arrange to have conducted, a pre-occupancy inspections utilizing the adopted inspection form to insure the unit is a healthy, safe, and decent place to reside prior to approval of assistance payments. If the unit does not pass the inspection, assistance can be approved if the landlord is willing to make necessary repairs to bring the unit up to the minimum requirements. If the landlord is not willing to make the repairs assistance cannot be approved.
 - (2) The Chico Rancheria Housing Corporation will also conduct special inspections if it is reported that the dwelling no longer meets the minimum requirements and the owner is unwilling to make the necessary repairs. If it is determined that the unit no longer meets the minimum requirement, the Chico Rancheria Housing Corporation will request the necessary repairs in writing to the landlord. If the landlord is unwilling to make the repairs, the Chico Rancheria Housing Corporation will allow the participant to transfer to a unit that does meet the requirements.

Chico Rancheria Housing Corporation
Senior - Tenant Based Rental Assistance Policy

- (3) If the participant causes damage to the unit, it is the owner's responsibility to take appropriate action in accordance with the lease and state and local law.
- (4) The landlord must provide the required disclosure of information on lead-based paint as described in 24 CFR Part 35.92. The Housing Corporation requires landlords to use the form "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (Appendix B).

5. Payments - Execution of agreements for assistance.

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

6. Certification Requirements.

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

7. Obligations.

- (a) Participant Obligations
 - (1) When the participant's lease and unit are approved, the participant must sign an agreement to fulfill and abide by the required obligations for participation in the program as shown below. Any breach of the participant obligations is grounds for termination of assistance.
 - (2) The participant must:
 - (i) Supply the Chico Rancheria Housing Corporation with any information that the Chico Rancheria Housing Corporation determines to be necessary for use in a regularly scheduled re-examination or interim re-examination of family composition and income.

Chico Rancheria Housing Corporation
Senior - Tenant Based Rental Assistance Policy

- (ii) Disclose and verify social security numbers.
- (iii) Supply any information requested by the Chico Rancheria Housing Corporation to verify the participant is living in the unit or information related to participant's absence from the unit.
- (iv) Promptly notify the Chico Rancheria Housing Corporation if the participant will be away from the unit for more than fourteen (14) days.
- (v) Notify the Chico Rancheria Housing Corporation and the owner in writing at least thirty (30) days prior to moving out of the unit or terminating the lease.
- (vi) Use the assisted unit for residence by the participant and spouse (or significant other) only. The unit must be the participant's only residence.
- (vii) Request the Chico Rancheria Housing Corporation and landlord approval to add any other family members as occupants of the unit.
- (viii) Give the Chico Rancheria Housing Corporation a copy of any owner eviction notice, or notice of lease termination.
- (ix) Pay all utility bills and the portion of the rent the participant is responsible for (if any).

(3) The participant must not:

- (i) Own or have any interest in the unit.
- (ii) Commit any serious or repeated violation of the lease.
- (iii) Commit fraud, bribery or any other corrupt criminal act in connection with the program.
- (iv) Participate in illegal drug activity or violent criminal activity.
- (v) Sublease or let the unit or assign the lease or transfer the unit.
- (vi) Receive any other housing subsidy for the same unit or a different unit from any state, federal or local housing program.
- (vii) Damage the unit or premises (other than normal wear and tear) or permit any guest to damage the unit or premises.

(b) Owner Obligations

- (1) The owner is responsible for conducting background checks and contacting references to determine the participant's suitability as a

Chico Rancheria Housing Corporation
Senior - Tenant Based Rental Assistance Policy

renter. The Chico Rancheria Housing Corporation does not screen the participants.

- (2) The owner is responsible for compliance issues concerning any and all conditions of the lease.
 - (3) The owner is responsible for providing the Chico Rancheria Housing Corporation with a copy of any eviction or lease termination.
 - (4) The owner must notify the Chico Rancheria Housing Corporation if the participant vacates a unit.
 - (5) The owner must provide the Chico Rancheria Housing Corporation with a copy for approval of any changes to the lease during the tenancy of a participant of this program.
- (c) Chico Rancheria Housing Corporation Obligations
- (1) The Chico Rancheria Housing Corporation is responsible for payment of the assistance amount to the owner each month by the first of each month.
 - (2) The Chico Rancheria Housing Corporation is responsible for conducting an inspection prior to approval of the unit, and for special inspections if the participant reports it that the unit no longer meets the minimum required standards and the damages were caused by maintenance neglect of the owner.
 - (3) The Chico Rancheria Housing Corporation is responsible for conducting the initial income verification to determine eligibility and conducting re-certifications for continued eligibility of participant at least annually.
 - (4) The Chico Rancheria Housing Corporation is responsible for providing notice to the landlord and participant if assistance amounts change or cease.

8. Terminations

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

Chico Rancheria Housing Corporation
Senior - Tenant Based Rental Assistance Policy

Rancheria Housing Corporation. Any such notice must be in conformance with local or state law.

- (b) Termination of Tenancy by the Participant.
 - (1) The participant may terminate tenancy after the first term of the lease is complete, if applicable.
 - (2) Terminations are allowed only if the owner agrees to release the participant from the lease in writing. In the case of month-to-month leases, only a thirty (30) day notice is required.
 - (3) The participant must provide the owner and the Chico Rancheria Housing Corporation with a copy of the notice of termination in accordance with the lease.
 - (4) The participant may also terminate the lease if the owner breeches housing quality standards and refuses to repair unit after notification in writing of the necessary repairs.
- (C) Termination of Assistance by the Chico Rancheria Housing Corporation. The Chico Rancheria Housing Corporation may terminate participant's assistance for any of the following reasons:
 - (1) Any violation of participant's obligations.
 - (2) Suspicion of illegal drug activity or violent criminal activity, which may include a police report documenting such activity.
 - (3) Failure of participant to sign and submit verification documents for re-certification.
 - (4) If the participant moves out of the unit.
 - (5) If the owner fails to maintain unit in accordance with HQS standards.
 - (6) If available program funding is insufficient to support continued assistance for the participant.

Chico Rancheria Housing Corporation
Senior - Tenant Based Rental Assistance Policy

Chico Rancheria Housing Corporation
Senior - Tenant Based Rental Assistance Policy

Appendix A

HUD established Housing Quality Standards

Housing Quality Standards (24CFR 982.401)

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

Chico Rancheria Housing Corporation
Senior Tenant Based Rental Assistance Policy
Appendix A – Housing Quality Standards

- (1) Variations which apply standards in local housing codes or other codes adopted by the CRHC; or
 - (2) Variations because of local climatic or geographic conditions.
 - G. Acceptability criteria variations may only be approved by HUD pursuant to paragraph (a)(4)(ii) of this section if such variations either:
 - (1) Meet or exceed the performance requirements; or
 - (2) Significantly expand affordable housing opportunities for families assisted under the program.
 - H. HUD will not approve any acceptability criteria variation if HUD believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.
- 2. **Sanitary facilities.**
 - A. **Performance requirements.** The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.
 - B. **Acceptability criteria.**
 - (1) The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
 - (2) The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
 - (3) The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
 - (4) The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).
- 4. **Food preparation and refuse disposal.**
 - A. **Performance requirement.**
 - (1) The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
 - (2) There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g, garbage cans).
 - B. **Acceptability criteria.**
 - (1) The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating

Chico Rancheria Housing Corporation
Senior Tenant Based Rental Assistance Policy
Appendix A – Housing Quality Standards

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

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

5. Space and security

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

B. Acceptability criteria.

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

6. Thermal environment.

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

B. Acceptability criteria.

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

Chico Rancheria Housing Corporation
Senior Tenant Based Rental Assistance Policy
Appendix A – Housing Quality Standards

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

7. Illumination and electricity.

A. Performance requirement. Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

B. Acceptability criteria.

- (1) There must be at least one window in the living room and in each sleeping room.
- (2) The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- (3) The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

8. Structure and materials.

A. Performance requirement. The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

B. Acceptability criteria.

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

9. Interior air quality.

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

B. Acceptability criteria.

Chico Rancheria Housing Corporation
Senior Tenant Based Rental Assistance Policy
Appendix A – Housing Quality Standards

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

Chico Rancheria Housing Corporation
Senior Tenant Based Rental Assistance Policy
Appendix A – Housing Quality Standards

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

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

Appendix B

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

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

Lessor's Disclosure (_____)

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

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

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

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

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

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

Lessee's Acknowledgment (_____)

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

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

CRHC's Acknowledgment (_____)

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

Certification of Accuracy

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

Lessor _____ Date _____

Lessee _____ Date _____

CRHC _____ Date _____

Appendix C

SENIOR TENANT BASED RENTAL ASSISTANCE RECIPIENT AGREEMENT

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

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

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

I also understand that I must not:

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

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

Chico Rancheria Housing Corporation
Senior Tenant Based Rental Assistance Policy
Appendix C – Recipient Agreement

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

By: _____ Date: _____
On the behalf of the Recipient

By: _____ Date: _____
On the behalf of CRHC