

# CHICO RANCHERIA HOUSING CORPORATION

## **Student-Tenant Based Rental Assistance**

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## I. Purpose

The Chico Rancheria Housing Corporation has established a Student-Tenant Based Rental Assistance Program that will serve the housing needs of student tribal members whose principle place of residence is within the Indian Service Area of the program. Chico Rancheria Housing Corporation will administer this program in compliance with NAHASDA in order to ensure that the services provided are responsive to the needs of the program's participants.

## 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, Alaska and Hawaii.

#### 2. Annual Income.

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

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

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

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

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets

from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital 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 twenty-three (23) with dependent children. For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income.

(c) Annual income does not include the following:

- (1) Income from employment of children (including foster children) under the age of eighteen (18) years;
- (2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in 24 CFR § 5.403;
- (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8)
  - (i) Amounts received under training programs funded by HUD;
  - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set

aside for use under a Plan to Attain Self-Sufficiency (PASS);

- (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
  - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
  - (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  - (11) Earnings in excess of \$480 for each full-time student eighteen (18) years old or older (excluding the head of household and spouse);
  - (12) Adoption assistance payments in excess of \$480 per adopted child;
  - (13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
  - (14) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
  - (15) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
  - (16) Amounts specifically excluded by any other Federal statute from benefits under a category of assistance programs that includes

assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHA's and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

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

### **3. Adjusted Income**

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

- (a) YOUTHS, STUDENTS, AND PERSONS WITH DISABILITIES- \$480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household)-
  - (1) who is under eighteen (18) years of age; or
  - (2) who is eighteen (18) years of age or older and a person with disabilities or a full-time student.
- (b) ELDERLY AND DISABLED FAMILIES- \$400 for an elderly or disabled family.
- (c) MEDICAL AND ATTENDANT EXPENSES- The amount by which three percent (3%) of the annual income of the family is exceeded by the aggregate of-
  - (1) medical expenses, in the case of an elderly or disabled family; and
  - (2) reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
- (d) CHILD CARE EXPENSES- Child care expenses for the care of children under the age of thirteen (13) to the extent necessary to enable another member of the family to be employed or to further his or her education.
- (e) EARNED INCOME OF MINORS- The amount of any earned income of any member of the family who is less than eighteen (18) years of age.
- (f) TRAVEL EXPENSES- Excessive travel expenses, not to exceed \$25 per family per week for employment or education related travel.

### **4. Average Monthly Utility Cost**

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.

- (a) Calculating the average monthly utility costs shall be based on the utility company's twelve month average included on the applicants most recent invoice or

averaging the past twelve months use charges and also including any predicted changes to such costs that will occur over the next twelve months.

- (b) In the event an applicant does not have or cannot provide such documentation, CRHC shall not attempt to calculate average utility costs or include such expenses when calculating rent.

**5. Children**

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

**6. Disabled Family**

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

**7. 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).

**8. Education Plan**

A plan that the student develops alone or with the aid of a counselor that outlines the student's goals while attending school and after completion of school.

**9. Extended Family**

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

**10. 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;
- (e) a parent or parents (i.e., grandparents) of a single person or one partner in a tribally recognized domesticated partnership with or without children.

**11. 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 intersessions, 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.

**12. HUD**



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

### **13. 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.

### **14. 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 service area for the Student-Tenant Based Rental Assistance Program is defined as all areas of the United States.

### **15. 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 5-year period ending upon such effective date.

### **16. 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.

### **17. 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

### **18. NAHASDA**

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

## 19. 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 \$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
  - (3) A \$500.00 per month assistance limit
- (b) The amount of assistance per month equals the difference of thirty percent (30%) of the Student's adjusted monthly income (or if applicable, the Student's and Spouse's/Domestic Partner's adjusted monthly income) and the monthly housing payment up to \$500.00. If the difference is greater than \$500.00, the student is not eligible for assistance because they are not residing in Affordable Housing, thus are not eligible for assistance under NAHASDA. Furthermore, if thirty percent (30%) of the applicant's adjusted income meets or exceeds the rent, the applicant is not eligible for assistance.

Example 1: Applicant's adjusted monthly income equals \$1,000.00

30% of \$1,000 equals \$300

Rent equals \$575

The difference equals \$275—Which is the amount of the payment assistance

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

30% of \$500 equals \$150

Rent equals \$675

The difference equals \$525— Which is greater than the allowed \$500, so the applicant is not eligible for assistance

Example 3: Applicant's adjusted monthly income equals \$850.00

30% of \$850 equals \$255

Rent equals \$250

The difference equals -\$5, so the applicant is not eligible for assistance

## 20. 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.

## 21. Rent

The term ‘rent’ means the total of the monthly rent charged by the landlord for the dwelling and may include the average monthly utilities as defined in this section. Monthly rent charged by the landlord must not exceed HUDs Fair Market Rents annually published on the HUD website for the county or metropolitan statistical area. If rent is distributed among non-spouse/non-domestic partner roommates, rent shall be the share of the applicant’s cost of the monthly rent charged by the landlord for the dwelling and may include the average monthly utilities as defined in this section. If the unit’s lease does not outline each non-spouse/non-domestic partner roommate’s share of the rent, a signed letterhead stating how much each roommate is responsible for is then required.

## 22. Roommates

The term ‘roommate’ means a co-tenant living in the dwelling unit and sharing living expenses that is not a spouse or domestic partner of the student applicant.

- (a) Chico Rancheria Housing Corporation does not require the student’s roommate(s) to submit personal documents for this program.

- (b) If the unit's lease does not outline each roommate's share of the rent, a signed letter stating how much each roommate is responsible for is then required.

## **B. General Information**

### **1. Eligibility & Admission**

In order to be eligible for admission to the Student-Tenant Based Rental Assistance (TBRA) program, the following criteria shall apply:

- (a) Applicant must be an enrolled member of an Indian Tribe (Tribal preference shall be given to members of the Mechoopda Indian Tribe).
- (b) Applicant must be least eighteen (18) years of age or an emancipated minor.
- (c) Applicant must reside in, or be moving within, the CRHC Indian Service Area for the program.
- (d) Applicant must be defined as a Low-income Family.
- (e) Applicant who owes the CRHC money is not eligible to receive assistance.
- (f) Applicant who has been previously terminated or evicted from any program administered by the CRHC is not eligible to receive assistance unless all outstanding balances owed by said prior tenant are paid in full and the applicant demonstrates to CRHC that the applicant will be a satisfactory tenant. In any such case, the applicant shall not be able to apply for one year from the date of termination.
- (g) Applicant may not receive rental assistance from CRHC while receiving the benefit of any other form of housing subsidy for the same dwelling unit.
- (h) Applicant must schedule consultation with the Chico Rancheria Housing Corporation to submit his or her education plan and the plan must be found acceptable by the CRHC.
- (i) Applicant must be a full-time student as defined in this policy.
- (j) Applicant must maintain a GPA of 2.0 or higher, or maintain equivalent grades, if the institution uses a different method.
- (k) All correspondence must remain solely between the student and CHRC. In order to receive assistance under this policy, the student must be an adult; therefore, his or her parents shall not conduct correspondence on the student's behalf.
- (l) Applicant that is currently living in HUD homes or receiving assistance from any federal or State funded programs for subsidized housing, including Federal Financial Aid with funds allocated for housing, will not be eligible for this program, unless the student can document that the housing assistance is not meeting the housing needs.
- (m) Applicant that is currently living at home is not eligible for this program.

- (n) Student must provide documentation to CRHC after each academic school semester/session, in order to verify a GPA of 2.0 or higher and maintain assistance. At the completion of the each semester/session, student must submit their report card or unofficial transcripts to CRHC. Students shall have a maximum of thirty (30) days to submit such documentation to the Chico Rancheria Housing Corporation in order to continue assistance.
- (o) In order to receive rental assistance during the summer months, the student must be enrolled in summer courses full-time according to the standards and practices of the institution attended, which is usually a minimum of six (6) units, or the student must attend an internship with a minimum of thirty (30) hours per week.
- (p) If a student 1) voluntarily ceases full-time enrollment during a semester/session,  
2) fails to submit documentation for verification of full- time enrollment or GPA, then the student would be ineligible for continued assistance for at least one semester/session. To regain eligibility and be reconsidered for assistance, the student would need to provide documentation of his/her full-time enrollment status with a GPA of 2.0 or higher for a full semester/session after rental assistance was terminated.
- (q) In the event a Student falls below the 2.0 GPA the CRHC Staff will place the Student on Academic Probationary Status. Failure to reach a minimum GPA of 2.0 will result in termination from the program. In order for the Student to regain good standing the following must be met:
  - 1. GPA must be 2.0 or above
  - 2. Successfully complete the terms of Academic Probation as laid out by the academic institution the Student attends.
- (r) When funding is minimal or unavailable, a waiting list used to rank need based on a points scoring system will be used. 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 point scoring system will be as follows:

<b>POINT PREFERENCE</b>	<b># OF POINTS:</b>
<b>Mechoopda Tribal Family</b>	<b>100</b>
<b>Disabled Family</b>	<b>5</b>
<b>Each Elderly Person</b>	<b>5</b>
<b>Dependent Minor (each)</b>	<b>1</b>
<b>Involuntarily Displaced</b>	<b>5</b>
<b>Displaced by a Natural Disaster</b>	<b>15</b>

## **2. Term**

Student rental assistance may be provided as long as the applicant meets and maintains the eligibility criteria and makes sufficient progress toward their approved education plan, pending the sustainability of funding to support the program. Income re-certifications will be performed at the beginning of each academic school year, with unit inspections conducted annually or upon transfer.

### 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 landlord of intent not to renew the lease. Such notice must be provided by the party giving notice to Chico Rancheria Housing Corporation.
- (b) Chico Rancheria Housing Corporation will provide the participant a copy of the applicable landlord and tenant laws along with and housing discrimination laws and a list of NAHASDA requirements to give to potential landlords to assist them in submitting an acceptable lease.
- (c) Upon receipt of the proposed lease, the Chico Rancheria Housing Corporation will review the lease and determine that all the necessary provisions as defined in Section 207 of NAHASDA are included.
- (d) If all the necessary provisions as defined in Section 207 of NAHASDA are not included, the Chico Rancheria Housing Corporation will require the landlord to add them. If the landlord is not willing to revise the lease, the lease will be (e) 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.
- (f) If the lease covers all necessary provisions, the Chico Rancheria Housing Corporation will approve the lease.
- (g) 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 and HUD Form 52580 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 inspection to ensure 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. Student is required to attend move-in inspection and sign move-in inspection sheet.
  - (2) The Chico Rancheria Housing Corporation will also conduct, or arrange

to have conducted, special inspections if it is reported that the dwelling no longer meets the minimum requirements and the landlord is unwilling to make the necessary repairs. If it is determined that the unit no longer meets the minimum requirements, the Chico Rancheria Housing Corporation will request the necessary repairs in writing to the landlord. If the landlord is unwilling to make the repairs, the Chico Rancheria Housing Corporation will allow the tenant to transfer to a unit that does meet the requirements.

- (3) If the participant causes damage to the unit, it is the landlord's responsibility to take appropriate action in accordance with the lease and state and local law.
- (4) For rental units built before 1978, the landlord must provide the required disclosure of information on lead-based paint as described in 24 CFR Part 35.92. CRHC requires landlords 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 student 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.
- (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. Transfers - When allowed**

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

#### **7. Certification Requirements.**

- (a) All students will be required to be recertified at the end of each academic school year unless there is a change in their income or they are beginning the

program between semesters. The student shall submit a signed, written statement, stating there is no income change at the end of the fall semester in accordance with B. 1. of this policy.

- (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 landlord will also receive a copy of this notice.

## **8. Obligations.**

### **(a) Participant Obligations**

- (1) When the student's lease and unit are approved, the student must sign a Recipient Agreement to fulfill and abide by the required obligations for participation in the program as shown below. Any breach of the student obligations is grounds for termination of assistance.

### **(2) The student must:**

- (i) maintain at least full-time enrollment, typically twelve (12) units in Fall or Spring semesters, and six (6) units in Summer session, and maintain a GPA of at least 2.0 as detailed in section B. 1. of this policy.
- (ii) Disclose and verify social security numbers.
- (iii) Supply any information requested by the Chico Rancheria Housing Corporation to verify the student is living in the unit or information related to family absence from the unit.
- (iv) Promptly notify the Chico Rancheria Housing Corporation if the student will be away from the unit for more than fourteen (14) days.
- (v) Notify the Chico Rancheria Housing Corporation and the landlord in writing at least thirty (30) days prior to moving out of the unit or terminating the lease.
- (vi) Use the assisted dwelling, or shared portion of the assisted dwelling, for residence by the student only. The unit must be the student'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 landlord eviction notice, or notice of lease termination.
- (ix) Pay all utility bills and the portion of the rent the participant is responsible for.
- (x) 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 student composition and income.



- (3) The Student 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) Landlord Obligations:
  - (1) The landlord is responsible for conducting background checks and contacting references to determine the participant's suitability as a renter. The Chico Rancheria Housing Corporation does not screen the tenants.
  - (2) The landlord is responsible for compliance issues concerning any and all conditions of the lease.
  - (3) The landlord is responsible for providing the Chico Rancheria Housing Corporation with a copy of any eviction or lease termination.
  - (4) The landlord must notify the Chico Rancheria Housing Corporation if any participant vacates a unit.
  - (5) The landlord 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 landlord each month by the first of each month.
  - (2) The Chico Rancheria Housing Corporation is responsible for conducting, or arranging to conduct, an inspection prior to approval of the unit, and for special inspections if the participant reports that the unit no longer meets the minimum required standards and the damages were caused by maintenance neglect of the landlord.
  - (3) The Chico Rancheria Housing Corporation is responsible for conducting the initial income verification to determine eligibility and conducting re-certifications for continued eligibility of participants at least annually.

- (4) The Chico Rancheria Housing Corporation is responsible for providing notice to the landlord and participant if assistance amounts change or cease.

## 9. Terminations

- (a) Terminations by the landlord. During the term of the lease, the landlord 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 landlord desires to use the unit for personal use, or desires to sell or renovate the property.
  - (4) The landlord may not terminate tenancy for non-payment of the Chico Rancheria Housing Corporation assistance payment.
  - (5) The landlord must give the tenant written notice of the grounds for the termination and provide a copy of any such notice to the Chico Rancheria Housing Corporation. Any such notice must be in conformance with local or state law.
- (b) Termination of Tenancy by the Participant.
  - (1) The student may terminate tenancy after the first term of the lease is complete, if applicable.
  - (2) Terminations are allowed only if the landlord agrees to release the student from the lease in writing and the participant meets the requirements for a transfer. In the case of month to month leases, only a thirty (30) day notice is required.
  - (3) The student must provide the landlord and the Chico Rancheria Housing Corporation with a copy of the notice of termination in accordance with the lease.
  - (4) The student may also terminate the lease if the landlord breaches HQS 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 student assistance for any of the following reasons:
  - (1) Any violation of student obligations, including not meeting any of the agreed upon stipulations set forth in this policy.
  - (2) Suspicion of illegal drug activity or violent criminal activity.
  - (3) Failure of student to sign and submit verification documents for re-certification.
  - (4) If the student moves out of the unit.

- (5) If the student fails to maintain full-time enrollment and/or a GPA of 2.0.
- (6) If the landlord fails to maintain unit in accordance with HQS standards.
- (7) If available program funding is insufficient to support continued assistance for the families.

## 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:
  - (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 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.
- (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.

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.**
  - (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.
    - (5) Elevators must be working and safe.
  - 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 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.

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**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).

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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).

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

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**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*.

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**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.

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**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

### Student Tenant Base Rental Assistance Recipient Agreement

I, \_\_\_\_\_, have received and read the policy for the Student 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. Be the sole communicator with Chico Rancheria Housing Corporation.
2. Maintain at least full time enrollment (typically 12 units in Fall and Spring semesters / 6 in summer session) and maintain a GPA of at least 2.0.
3. Disclose and verify social security numbers.
4. Provide unofficial transcripts to CRHC within thirty (30) days of the end of every academic semester/session.
5. Have a lease agreement with the landlord of the property in which I reside in that outlines how much I am required to pay, or have an written, signed agreement with any roommates regarding how much we are each responsible for if not outlined in the lease.
6. Notify the Chico Rancheria Housing Corporation and the landlord in writing at least thirty (30) days prior to moving out of the unit or terminating the lease.
7. Allow employees from Chico Rancheria Housing Corporation, or their appointed representative, into my home for inspections.
8. Sign and submit all verification documents for recertification.
9. Supply any information requested by the Chico Rancheria Housing Corporation to verify that I am living in the unit.
10. Promptly notify the Chico Rancheria Housing Corporation if I will be away from the unit for more than fourteen (14) days.
11. Use the assisted dwelling unit, or my shared portion of the assisted dwelling unit, for residence by myself only. The unit must be my only residence.
12. Obtain the Chico Rancheria Housing Corporation and landlord approval to add any other family members as occupants of the unit.
13. Give the Chico Rancheria Housing Corporation a copy of any landlord eviction notice, or notice of lease termination.
14. Pay all utility bills and the portion of the rent that I am responsible for.

15. Supply the Chico Rancheria Housing Corporation with any information that the Corporation determines to be necessary for use in a regularly scheduled re-examination or interim re-examination of student composition and income.

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.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Recipient

By: \_\_\_\_\_ Date: \_\_\_\_\_  
CRHC