

BLACKFEET HOUSING RENTAL ADMISSIONS AND OCCUPANCY POLICIES

Revised: March 6, 2023

SECTION I DEFINITIONS

The following definitions shall apply in interpretation of these Rental Admissions and Occupancy Policies:

1. "Annual Income" means the anticipated total income from all sources of income received by the head of household and spouse (even if temporarily absent) and by each additional member of the family residing in the rental unit for the 12-month period following the effective date of initial determination or reexamination of income. This does not include income that is temporary, non-recurring or sporadic as defined in Section IV(D) below. Certain other types of income are not to be counted as income and these are listed below in Section IV(D).
2. "Best Interest of Housing" means the Best Interest of the Blackfeet Housing as an entity. Best Interest considerations of Blackfeet Housing in making tenancy determinations includes, but is not limited to, (1) financial impacts to Blackfeet Housing; (2) the efficient and respectful provision of services to its clients, and (3) compliance with grant funding requirements.
3. "Blackfeet Housing" means the Blackfeet Housing Authority, which is the Blackfeet Tribe's chartered low-income housing provider, and owner, manager, and/or lessor of the housing properties described under these Policies.
4. "Complainant" means any Tenant who presents a Grievance to Blackfeet Housing.
5. "Criminal Activity" means when any member of the household, guest, or another person under the Tenant's control engages in any Criminal Activity that threatens the health, safety, or right to peaceful enjoyment by other residents or neighboring properties.
6. "Criminal Possession of Drugs or Drug Paraphernalia" means the unlawful use or possession with the intent to use drugs or drug paraphernalia that occurs on or off the properties under the management of Blackfeet Housing. This will include all equipment, products and materials of any kind that are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a

controlled substance as defined in Section 102 of the Controlled Substance Act,, that occurs on or off properties under the management of Blackfeet Housing. The standard proof used to determine "possession of drugs or drug paraphernalia" is preponderance of evidence. A criminal conviction is not required to establish possession of drugs or drug paraphernalia.

7. "Damage" means any and all tangible loss, injury, destruction, damage, or deterioration of a rental premises caused by the willful or accidental acts of the Tenant occupying the rental premises or by the Tenant's family, licensees or invitees, as well as any and all tangible loss, injury, destruction, damage, or deterioration resulting from the Tenant's omissions or failure to perform any duty imposed upon the Tenant by law with respect to the rental, including but not limited to failure to perform normal cleaning and maintenance of the rental unit.

8. "Displaced Person" means a person, Tenant, or family who is forced to leave their home due to a natural disaster, for the presence hazardous materials, or for medical reasons.

9. "Drug-Related Criminal Activity" means the illegal possession, manufacture sale, distribution, or use of a controlled substance as defined in Section 102 of the Controlled Substance Act, that occurs on or off properties under the management of Blackfeet Housing. The standard of proof used to determine whether "Drug-Related Criminal Activity " has occurred is a preponderance of the evidence that the activity has occurred. A conviction is not required.

10. "Elderly/ Elderly Family" Elderly means being sixty-two (62) years or older and an Elderly Family is a family whose head of the household, spouse, or sole member is at least sixty-two years old or older.

11. "Emergency" means a situation that poses a risk to life, health, or property.

12. "Grievance" is any dispute which a Tenant may have with respect to the Blackfeet Housing actions or failure to act in accordance with the individual Tenant's Rental Agreement, or Blackfeet Housing regulations which adversely affect the Tenant's tenancy, rights, duties, and/or welfare status. A Grievance must be presented in writing by the Tenant. Grievances may be initiated for adverse tenancy determinations, with the exception of terminations of Rental Agreements. Termination of a Rental Agreement is not eligible for the Grievance process.

13. "Hearing Officer or Hearing Board" is a person or group of persons selected by Blackfeet Housing to hear Grievance s and to render Grievance decisions.

14. "Lower Income Family" means a family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by Housing and Urban

Development (“HUD”), with adjustments for smaller or larger families. HUD may establish limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family income.

15. "Reasonable Cause" means a reasonable basis for believing that a crime may have been committed or when evidence of the crime is present and observable. Reasonable Cause also means a reasonable basis for believing that an Emergency exists that poses a danger to life, health, or property or when evidence of an Emergency is present and observable that poses a danger to life, health, or property. Reasonable Cause also means a reasonable basis for believing that a tenant is violating the terms of the rental agreement.

16. “Rental Agreement” means all agreements, written or oral, and valid rules embodying the terms and conditions governing the use and occupancy of a rental unit and premises by a Tenant.”

17. “Rental Housing Project” means any project for residential housing owned or operated by Blackfeet Housing.

18. “Rental Program” means any program of Blackfeet Housing for the rent or Rental Agreement of residential units.

19. “Special Circumstances” with regard to tenants, means special factors, such as severe medical conditions or limitations or hazardous waste or contamination situations, that may affect an applicant or tenant’s placement on the waiting list and which Blackfeet Housing may consider .

20. "Tenant" is a person residing in a rental unit owned or operated by Blackfeet Housing and who is named in a Rental Agreement with Blackfeet Housing as the lessee, head of household, or approved family member.

21. “Very-Low Income Family” means a family whose Annual Income does not exceed 50 percent of the median income for the areas, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

SECTION II APPLICATION POLICIES

A. ELIGIBILITY FOR ADMISSION:

Blackfeet Housing will accept applications for admission to its Rental Program from applicants who have reportable income and, at the time of application, meet one of the following

requirements:

1. Persons and families who meet the low income or very low-income threshold requirements;
2. An Elderly person or family; or
3. A Displaced Person

An applicant becomes eligible if they qualify under one of the above listed requirements. To qualify as Elderly, the applicant must be at least 62 years of age. To qualify as a remaining family member, the person must be listed as an occupant prior to the tenant's death or departure. However, Blackfeet Housing must also examine the applicant's Annual Income before making a final determination of eligibility. If Blackfeet Housing determines that the applicant is not eligible based on any one of the above listed requirements, Blackfeet Housing will notify the applicant of his or her right to an informal hearing and provide a hearing if the applicant requests one.

B. APPLICATIONS FROM PREVIOUS TENANTS WHO OWE MONEY

Applications from previous Tenants and homebuyers who owe money to Blackfeet Housing are ineligible applicants until such time as they fully satisfy their payment obligations to Blackfeet Housing.

C. RIGHT TO REJECT APPLICANTS

1. Blackfeet Housing retains the right to reject applicants it feels would negatively impact the health, safety, or welfare of other Blackfeet Housing Tenants or to whom renting to would not be in the Best Interests of Blackfeet Housing. In order to determine whether the admission of an applicant would be damaging to the health, safety, or welfare of other Tenants or would otherwise would not be in the Best Interests of Blackfeet Housing, Blackfeet Housing will take into account various factors, including but not limited to:
 - a. Applicant's past performance in meeting financial responsibilities, especially rent;
 - b. Applicant's previous rental unit having a positive environmental test, namely illegal drugs;
 - c. Any record of disturbance of neighbors, destruction of property, or living or housekeeping habits which may be damaging to the health, safety, or welfare of other Tenants; and
 - d. Any history of Criminal Activity involving crimes of physical violence to persons or property and other criminal acts, including but not limited to Drug Related Criminal Activity or Criminal Possession of Drugs or Drug Paraphernalia, which would be damaging to health, safety, or other Tenants.

2. Blackfeet Housing may reject an applicant if the applicant has zero income.
3. If Blackfeet Housing receives unfavorable information about an applicant, consideration will be given to the time, nature, and seriousness of the applicant's behavior and other factors which might demonstrate a reasonable chance of favorable future behavior or financial prospects; for example:
 - a. Evidence of rehabilitation;
 - b. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling programs and the availability of those programs; and
 - c. Evidence of the applicant family's willingness to attempt to increase family income and availability of training or employment programs in the locality.
4. Individuals who are registered sexual offenders are ineligible applicants for any Blackfeet Housing rental unit; and
5. Failure to disclose accurate information, or making a false statement or providing false information to Blackfeet Housing, whether verbally or in writing, will result in automatic ineligibility for one year.
6. Rejected applicants will be notified in writing regarding, and may appeal, the determination administratively. Applicants will be informed in writing by Blackfeet Housing of the reasons for ineligibility. The rejected applicant has ten working days to initiate an appeal by submitting a written appeal to Blackfeet Housing specifying the basis for their appeal.

D. APPLICATION PROCEDURES

1. Any person or family that wishes to apply for the Rental Program must submit a completed application to Blackfeet Housing.
2. The applicant's head of household must be eighteen (18) years of age or older and have reportable income.
3. All applications will be dated as received in their completed form.

E. MAINTAINING THE WAITING LIST

Separate waiting lists will be maintained for rental, transfer, and voucher applications.

1. All applications shall be filed in the waiting list file unless a rental unit is immediately

available for the applicant.

2. The waiting lists shall be divided according to the amount of bedrooms required, priority categories, and date of application.
3. Blackfeet Housing will review all applications to determine eligibility and preference. Preference assignments for previous applicants may be changed at the time a new application is submitted and the waiting lists will be updated to include such preference changes.
4. Elders, disabled, or handicapped applicants shall only be placed on the waiting list for, and selected to fill, vacancies in elderly projects.
5. The eligibility status of each applicant on the waiting list shall be updated annually, in the month of July, only.
6. Blackfeet Housing retains the right to close the application process for all programs. If the Blackfeet Housing Board decides to close the application process, Blackfeet Housing will only accept applications per availability of rental units and after the waiting list is exhausted. Applications will be accepted per bedroom size or per program, as needed and at the discretion of Blackfeet Housing. If Blackfeet Housing is in need of applications, then Blackfeet Housing will accept applications for 30 days and then close the application acceptance process.
7. Closing or reopening of the application process will be publicly announced prior to any Action being taken.

F. NOTICE TO APPLICANT

1. Blackfeet Housing must receive a complete and full application from an applicant before determining eligibility or non-eligibility.
2. Eligible Applicants
 - a. Each applicant determined to be eligible will be promptly notified in writing of his/her eligibility.
 - b. Blackfeet Housing shall maintain records of the notifications provided to eligible applicants.
3. Ineligible Applicants
 - a. Each applicant determined to be ineligible will be promptly notified in writing that he/she is not eligible. The notice will state the reason(s) for ineligibility and will explain his/her right to object or receive further explanation from Blackfeet

Housing.

- b. Applications that are declared ineligible shall be returned to the applicant. Letters notifying applicants of their ineligibility will be kept as permanent records of Blackfeet Housing.

SECTION III SELECTION POLICIES

A. RENTAL UNIT AVAILABILITY

1. Administration. When a rental unit becomes available, the unit will not be available for placements from any waiting list or Displaced Person applications until the rental unit is released by Blackfeet Housing Occupancy Department.

B. TRANSFER WAITING LIST PRIORITY.

1. Tenant Transfers Affecting Availability. It may be necessary to transfer a Tenant to another rental unit for reasons such as where a Tenant needs a home with more or less bedrooms or from medical reasons, such as disability and requiring a handicapped unit, etc. In such situations, the tenant transfer list shall take priority over the regular waiting list.
2. Tenant Transfers will only take priority if the Tenant is in good standing with Blackfeet Housing and does not owe Blackfeet Housing any outstanding debt.
3. Best Interest of Housing. Blackfeet Housing Administration shall consider the Best Interest of housing when deciding whether to use the rental unit for transfer purposes.

C. REGULAR WAITING LIST

All applications will be dated and time stamped upon receipt by Blackfeet Housing. Any applicant submitting the application in person will be required to sign the application log. When received by mail, the application will be recorded in the Blackfeet Housing mail log.

All applications will be reviewed to determine if the applicant appears to meet income and family definition requirements of the Native American Housing Assistance and Self Determination Act of 1996 (“NAHASDA”) regulations.

The waiting list will be sorted by time and date received, and preference will be given as follows:

- a. (i) Blackfeet enrolled members living on-Reservation, (ii) Blackfeet enrolled and

descendant member veterans with paperwork, (iii) Blackfeet descendant members and nonmembers with enrolled minor children, (iv) Blackfeet enrolled members who are elderly residing off-Reservation, (v) Blackfeet enrolled and descendant member students with acceptance letters to, or proof of enrollment in, off-Reservation colleges, universities, or other accredited higher education institutions.

- b. Blackfeet enrolled members living off-Reservation.
- c. Blackfeet descendant members living on-Reservation.
- d. Blackfeet descendant members living off-Reservation.
- e. Enrolled members of other Federally recognized Tribes.
- f. Other Applicants.

Effective Date. The preference list will be effective upon the passage of these Policies and shall not apply retroactively. All individuals currently on the waiting are given grandfather status.

D. DISPLACED PERSONS

It may be necessary for a rental unit that becomes available to be used for Displaced Persons in special circumstances. In such situations, approved Displaced Person placements shall be on a first-come-first-serve basis and may take priority over the transfer and regular waiting lists at the Executive Director's discretion.

Blackfeet Housing strives to employ fair and uniform standards with regard to applicants for Displaced Person placement, with the goal that similarly situated applicants will receive similar treatment. Evidence, documentation, and verification used by Blackfeet Housing to make determinations of Displaced Persons placements shall be reasonable in relation to the realistic capacity and resources of the applicant.

All Displaced Persons applications will be referred to and reviewed by Blackfeet Housing, and final determinations will be made by the Executive Director after the review process. This process is done on a case-by-case basis and will require a completed application and that applicants meet the income guidelines and other criteria for placement, with no exceptions. The following are factors that the Executive Director will consider in determining whether an applicant qualifies for Displaced Person status:

1. Severe Medical Emergencies. An applicant or applicant family/household member is suffering from a severe medical Emergency as determined by Blackfeet Housing, based upon provided medical records, to suffer from an illness or injury posing a severe and medically documented threat to life, health, or safety which has been significantly caused or contributed to by the lack of suitable housing or for which the lack of suitable housing is a substantial impediment to treatment or recovery.
2. HAZMAT (Hazardous Material). A determination must be made that

hazardous material is present in or near the home, based on credible documentation, before an application is considered for transfer or placement.

3. Natural Disaster. A natural event such as a flood, earthquake, tornado, or fire that causes great Damage to the applicant's prior home, or otherwise displaces the applicant or results in the loss of life to an applicant family/household member.

E TRANSFER WAITING LIST

1. Blackfeet Housing may transfer Tenants, if it is in the Best Interest of Housing, to a different rental unit if the size of the family changes, the dwelling no longer is appropriate to meet the family's needs, or a transfer is necessary based on Blackfeet Housings operational goals and needs Such Tenants will be required to move to other available rental units which are a suitable size. Any monies and amounts due to Blackfeet Housing by the Tenant before a transfer shall remain due and payable by the Tenant after the transfer.
2. Transfer requests by a Tenant may be allowed for medical, educational, family size, and job-related reasons. A Tenant's A/R balance will need to be brought current and zeroed out before being considered for transfer approval. Transfer requests must have verified documents supporting the request for transfer.
3. Tenants approved for transfer shall have priority over new applicants. Approval will be based on family size, accounts receivable, condition of rental unit, current recertification, and Rental Agreement compliance.
4. To minimize and/or avoid overcrowding of rental units, Tenants are required to inform Blackfeet Housing whenever there is a change in household composition.
5. An inspection of the occupied rental unit and environmental test, namely illegal drugs, will be conducted and an estimate of the move-out cleaning and repairs will be given to the Tenant within 15 days of the transfer request. Prior to approval of the transfer, the costs for cleaning and repair, unless performed by the Tenant with Blackfeet Housing's approval, must be paid in full, unless otherwise agreed to in writing by Blackfeet Housing. If the payment is not made within 30 days of the request, the transfer may be denied on this basis alone.
6. The transfer list will be monitored monthly. If it is shown that a Tenant has an A/R balance, they will lose eligibility and be removed from the transfer list until such time as their A/R balance is paid in full. After paying their A/R balance, they

may reapply for a transfer.

F. LOW INCOME CRITERIA

1. Income limits for a Lower-Income Family and a Very-Low Income Family by family size are based on the latest published median income. The Blackfeet Reservation is required to use the United States median income limits for a Lower-Income Family and a Very-Low Income Family by Family Size. The current definitions are set forth above.

G. SELECTION OF APPLICANTS

1. Blackfeet Housing shall select initial occupants from the regular waiting list applicants for newly contracted rental units.
2. Blackfeet Housing shall select applicants from the transferred waiting list to fill any vacancies which may occur after initial occupancy. The preferences for these waiting lists shall be followed in the same manner for filling vacancies as in placing initial occupants.

H. NOTIFICATION OF SELECTED APPLICANTS

1. Blackfeet Housing will notify each applicant selected for rental housing with written notice of selection sent by certified mail which will include the following statements:
 - i. That the applicant has been selected;
 - ii. That the applicant must respond in writing within five (5) working days of the personal notification or forfeit the rental unit.
 - iii. The project, rental unit number, and street address of the applicant's rental unit.
 - iv. The date on which the Rental Agreement will take effect and that the Tenant(s) may move in;
 - v. That the head of the household must arrange to visit Blackfeet Housing office to complete the occupancy interview and sign the Rental Agreement prior to the date of occupancy;
 - vi. That the applicant must respond in writing within five (5) working days of the personal notification or forfeit the rental unit;
 - vii. That the required security and utilities deposit must be paid on the date of occupancy;
 - viii. That the Rental Agreement must be signed on the date of occupancy; and
 - ix. That the Drug-Free Policy must be signed on the date of occupancy.

2. If an applicant is offered a suitable rental unit and fails to promptly respond to Blackfeet Housing, or accept and move into the rental unit as required, the applicant will be moved to the bottom of the waiting list unless a minimal extension agreed to by Blackfeet Housing to accept and move in.
3. If an applicant fails to complete all required actions (i.e., making security and utilities deposits, etc.), within the required time period, the applicant will forfeit the rental unit and be moved to the bottom of the waiting list.
4. The head of household must participate in a move-in inspection of the rental unit and sign an inspection report stating the actual condition of the rental unit.

I. OCCUPANCY INTERVIEW

1. On the day of move-in, the head of household will review the Rental Agreement with their assigned occupancy technician or the occupancy staff.
2. The occupancy interview shall include a program explanation for the selected applicant.
3. At the occupancy interview, the Tenant shall complete and sign an updated income and family composition form, providing current income and other data for Blackfeet Housing. The Tenant must sign a Drug-Free Policy if not done prior.
4. The Tenant shall receive a copy of the Blackfeet Housing Rental Agreement, and other appropriate information and/or documentation.
5. The head of household shall be notified that there will be a probationary period of 180 days in which Blackfeet Housing will conduct home visits at (or about) 30, 60, and 90 days after the initial move in. Random environmental, namely illegal drugs, testing will be done throughout the 180-day probationary period. If there are any violations of the Rental Agreement within the probationary period, it shall be grounds for termination of the Rental Agreement.

J. VERIFICATION OF INFORMATION

1. All information provided by applicants and selected applicants will be verified. Selected applicants and their families must provide documentation supporting their statements when requested by Blackfeet Housing.
2. Any required verifications must be received by Blackfeet Housing prior to move-in.

3. Earned income must be verified through employers or appropriate forms at the time of admission and continued verification is required at least annually at each recertification. Unearned income must be verified by appropriate documentation. If a selected applicant fails to provide, or to arrange for provision of, income and other documentation, Blackfeet Housing will not allow occupancy until such information is provided. If no income can be established, the applicant is disqualified from selection.
4. Adult applicants must sign a form allowing, for the entire period of occupancy, the release of information which will be needed to determine eligibility and monthly rent payments.
5. Providing false information, or failing to disclose truthful information, will result in automatic denial of an application or termination of the Rental Agreement

SECTION IV OCCUPANCY POLICIES

A. DETERMINATION OF RENT

Verified Annual Income and other information provided by the selected applicant during the occupancy interview is used to determine rental payment amounts.

B. ANNUAL INCOME SOURCES. Annual Income sources include, but are 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 gross income from operation of business or profession (for this purpose, expenditures for business expansion or amortization of assets shall not be deducted to determine the net income from a business).
3. Interest, dividends, and other gross income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). Where the Tenant and their family have 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 payments 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 payment for the delayed start of a periodic payment.
5. Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (but see Paragraph III (3) of this section).
6. Welfare Assistance: 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 resulting from one application of the percentage shall be used.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
8. All regular pay, special pay, and allowance of a member of the Armed Forces (whether or not living in the dwelling) who is head of household, spouse, or other person whose dependents are residing in the rental unit (but see Section IV(C)(5) below).
9. Any earned income tax credit to the extent it exceeds income tax liability.

C. ANNUAL INCOME DOES NOT INCLUDE TEMPORARY, NONRECURRING OR SPORADIC INCOME AS THE FOLLOWING:

1. Casual, sporadic, or irregular gifts;

2. Amounts that are specifically for or in reimbursement of the cost of medical expenses;
3. Lump sum additions to family assets, such as inheritances, insurance payments under health and worker's compensation, capital gains, and settlement for personal or property losses (but see Section IV(C)(5));
4. Amounts of educational scholarships paid directly to the student or to the educational institution and amounts paid by the government to a veteran, for use in meeting the cost of tuition, fees, books, and equipment. Any amount of such scholarships, or payments to veterans, not used for the above purposes that are available for subsistence are to be included in income; and
5. The hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire.

D. OTHER INCOME NOT TO BE COUNTED:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children;
3. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. The following types of income are subject to such exclusion:
 - a. Relocation payments made under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies of 1980;
 - b. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
 - c. Payments to volunteers under the Domestic Volunteer Service Act of 1973;
 - d. Payments received under the Alaska Native Claims Settlement Act;
 - e. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes;
 - f. Payment or allowances made under the Department of Health and Human Services' Low Income Energy Assistance Program;
 - g. Payments derived from the Job Training Partnership Act;
 - h. Income derived from the disposition of funds of the Grand River Bank of Ottawa Indians;

- i. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims, of from funds held in trust for an Indian Tribe by the Secretary of Interior.

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

E. ADJUSTED INCOME (FAMILY INCOME)

Total family income is the income on which rent is based. Total family income once determined is the income amount for the year following the determination minus all exemptions and deductions for which the family is eligible.

F. MONTHLY ADJUSTED INCOME

The monthly adjusted income is the family income divided by twelve.

G. DEDUCTIONS ALLOWED

Deductions allowed are as follows:

1. \$480 for each dependent.
2. \$400 for head of household of an Elderly Family.
3. Medical expenses in excess of three (3) percent of Annual Income for any Elderly or handicapped family.
4. Childcare expenses for children under thirteen (13) years of age where necessary to enable family members to further their education or be gainfully employed. The amount deducted shall reflect reasonable charges for childcare. The amount to be deducted to permit employment shall not exceed the amount of income from such employment.

H. TOTAL TENANT RENTAL PAYMENT

1. For Tenants under 62 years of age, the total Tenant rental payment amount shall be the lowest of either IV(H)(1)(a) or IV(H)(1)(b), below, rounded to the nearest dollar. A minimum rent of \$15.00 per month shall be assessed where total family income is negligible.
 - a. 15% of Monthly adjusted income.
 - b. Ceiling rent per bedroom size:

\$150.00	One-bedroom rental unit
\$175.00	Two-bedroom rental unit
\$200.00	Three-bedroom rental unit
\$225.00	Four-bedroom rental unit
\$250.00	Five-bedroom rental unit

c. Total utility allowances per bedroom size shall be given.

\$50.00	One-bedroom rental unit
\$63.00	Two-bedroom rental unit
\$87.00	Three-bedroom rental unit
\$100.00	Four-bedroom rental unit
\$125.00	Five-bedroom rental unit

I. ADDITIONAL CHARGES:

1. Utility allowances will be determined by HUD & NAHASDA regulations.
2. Tenants are responsible to pay all utilities and the deposits required for utility services.
3. Blackfeet Housing will charge the Tenant for any Damage to the rental unit which are the result of the Tenant's negligence or abuse of the property or for Damage from use or occupancy of the property beyond normal wear and tear. Illegal drug contamination is considered damage to the rental unit.
4. Blackfeet Housing may charge the Tenant penalty fees for rent payments which are late in accordance with the rent collection policy of Blackfeet Housing.

K. OCCUPANCY STANDARDS:

1. The following standards will determine the number of rental unit bedrooms that will be available to accommodate a family of a given size:

Number of Persons	Number of Bedrooms (Minimum)	Number of Bedrooms (Maximum)
1	1	2
2	1	3
3	2	4

4	2	5
5	3	6

2. Two persons shall normally occupy each bedroom, except in the following circumstances:
 - a. A child of less than two years of age may occupy the same bedroom as the parents.
 - b. Except for husband and wife, and children up to five years of age, persons of the opposite sex will not occupy the same bedroom.
3. In determining the number of bedrooms needed, Blackfeet Housing will give consideration to specific needs of all family members which may impact the general guidelines for the number of bedrooms needed. Variations will be granted on a case-by-case basis at the discretion of Blackfeet Housing.
4. Occupancy standards may be waived at Blackfeet Housing's sole discretion:
 - a. When a vacancy problem exists and waiving the standard is necessary to maintain full occupancy; or
 - b. When there is an Emergency need for housing and there is not a rental unit of the required size available.

L LIVE-IN AIDE:

A Live-in Aide/Attendant qualifies for occupancy only as long as the individual needing supportive services requires such services. A Live-in Aide/Attendant may not qualify for continued occupancy as a remaining family member after the Tenant is no longer living in the rental unit. A Live-in Aide/Attendant must be certified as a personal care attendant and be available for twenty-four (24) hour care. A person who is a full-time employee, other than one employed for the specific purpose of being a Live-in Aide/Attendant for the Tenant, will not be considered as a Live-in Aide/Attendant. A Live-in Aide/Attendant who violates any provisions of the Rental Agreement will be required to move out of the rental unit.

M LEASING RENTAL UNITS

1. A Rental Agreement will be entered into and signed by Blackfeet Housing and the Tenant before the Tenant and family may be admitted to and occupy a rental unit. One copy of the Rental Agreement will be given to the Tenant and the original will be kept in the Blackfeet Housing office. The Rental Agreement must be current at all times and must be compatible with the Blackfeet Housing policies and applicable tribal and federal law.

2. The head of household and spouse shall sign the Rental Agreement.
3. If the Tenant transfers from one rental unit to another, a new Rental Agreement will be required.
4. If the head of the household changes, a new Rental Agreement will be required.
5. If the amount of rent changes, a notice will be dated, signed, and furnished to the Tenant. The notice will modify and become part of the existing Rental Agreement between the Tenant and Blackfeet Housing.
6. If the Rental Agreement provisions must be changed:
 - a. The existing Rental Agreement may be cancelled and a new Rental Agreement extended; or
 - b. An appropriate rider may be added to the existing Rental Agreement.

Riders (except regarding rent changes) must be dated and signed or initialed by the Tenant and Blackfeet Housing. Outdated Rental Agreements will be kept in the Tenant's master file folder.

N. SECURITY DEPOSIT

1. A security deposit of \$200 (\$75 for elderly, handicapped, or disabled heads of household) must be paid by the Tenant at the time of admission.
2. A security deposit will be deposited to an appropriate account and will not be used except when the Tenant vacates the rental unit. Deductions from security deposits shall conform to Part 5 of the Blackfeet Landlord Tenant Code. Appropriate deductions may be made for Damage to the property, cleaning expenses, and unpaid rent, late charges, utilities, and penalties due under the Rental Agreement.

Cleaning charges may not be imposed for normal maintenance performed on a cyclical basis by Blackfeet Housing unless the maintenance is performed as a result of the intentional action or negligence of the Tenant, family members, or guests. Additionally, Tenants must be given notice of cleaning required and provided 24 hours to complete the required cleaning before charges for cleaning can be deducted.

3. The security deposit will be returned to the Tenant when the Tenant vacates the rental unit if:

- a. There is no unpaid rent or other charges owed to Blackfeet Housing by the Tenant;
 - b. The move-out inspection shows that the rental unit is reasonably clean with no Damage except those resulting from normal wear and tear; and
 - c. The keys are returned to the Blackfeet Housing office. A charge against the security deposit will be made for Tenants who fail to return the keys.
4. Within 15 days, Blackfeet Housing will forward to the vacating Tenant a written accounting of the use of the security deposit, plus a check for the unused amount.

O. RECERTIFICATION OF RENT

1. Regularly scheduled recertifications will be done on an annual basis at the anniversary date of move-in. Notification in writing will be done with a ninety (90), sixty (60), and thirty (30) day notice in advance of due date.
2. Rent adjustments are determined at a recertification interview in accordance with the established reexamination schedule. Rent is redetermined at least annually for all Tenants. In fitting new Tenants into the reexamination schedule, the first reexamination of new Tenants may not be extended more than twelve months from the date they are admitted.
3. Interim Redetermination
 - a. Rent will be adjusted (increased or decreased) when there is a change in family composition or an increase or decrease in a Tenant family's gross income.
 - b. Tenants are required to report all changes in income and/or family composition to Blackfeet Housing within ten (10) days of the occurrence of such change.
4. Rent shall be re-determined when there is a change in family composition or income.
5. For rent increases, the adjustment will become effective the first of the second month following the recertification. In the case of rent decreases, the adjustment will become effective the first of the following month.
6. If Blackfeet Housing determines that the Tenant has willfully misrepresented or withheld the facts upon which the rent is based, an

increase in rent may be retroactive (to a date which Blackfeet Housing will determine based on the misrepresentation).

7. All information provided by Tenants during rent redeterminations will be verified.
8. Failure to complete an Annual or Interim Recertification by due date will result in a ceiling rent charge, which may be retroactive to a date determined by Blackfeet Housing.

P. CONTINUING OCCUPANCY

1. If the head of household dies, leaves the home, or relinquishes his/her family rights, the family may continue to occupy the rental unit so long as there is a new Rental Agreement executed with the remaining family members of the original Rental Agreement and family composition, including children born, or dependents added, after the date of move-in, and a new head of household is established. Head of household must be eighteen (18) years of age or older and must have reportable income.
2. The Tenant shall not assign the Rental Agreement nor sublet or transfer possession of the premises, or any part of the premises. Tenant shall not give accommodations to temporary lodgers or guests for more than two (2) weeks without the written consent of Blackfeet Housing. The Tenant further agrees not to use or permit the use of the rental unit for any purpose other than as a residential dwelling unit for the Tenant and authorized family members.

Q. VOLUNTARY MOVE-OUT

1. Tenants who wish to move out of rental units are required to provide Blackfeet Housing with at least two (2) weeks written notice of the intention to vacate.
2. Tenants who fail to provide any notice will be charged for the full month in which they vacated the rental unit. Tenants who provide the required notice will be prorated from the date they vacate the premises.

R. INSPECTION AND DAMAGE CHARGES

1. Move-in Inspection: At the time the Tenant moves in, Blackfeet Housing shall inspect the leased premises and shall give the Tenant a written statement of the conditions of the rental unit and the equipment in it. The written statement shall be signed by a representative of Blackfeet Housing and the Tenant. The Tenant and/or his representative may join in the pre-move-in inspection. If the

premises has never been rented previously, the statement shall indicate that fact.

2. **Annual Inspections:** The Tenant agrees that the duly authorized agents, employees, or representatives of Blackfeet Housing will be permitted to enter the Tenant's rental unit for the purpose of conducting annual inspections to examine the conditions thereof, or for making improvements or repairs. Entry for annual inspections may be made only during reasonable hours, after advance notice in writing to the Tenant of the date, approximate time, and purpose. Annual inspections may be rescheduled one (1) time only before entry will be made with Housing Security to complete the inspection.
3. **Access to Rental Unit:** Except in the event of an Emergency that poses a danger to life, health, or loss of property, Blackfeet Housing may enter the rental unit, at reasonable times, after providing the Tenant at least twenty-four (24) hours' notice for the purpose of inspection or repairs if deemed necessary by Blackfeet Housing. When repairs and improvements are requested by the Tenant, Blackfeet Housing will attempt to work with the Tenant to schedule a mutually agreeable time for the repairs or improvements.
4. **Move-out Inspection:** Blackfeet Housing staff will conduct a move-out inspection within seventy-two (72) hours after voluntary move-out or eviction. At that time, environmental tests, namely illegal drugs, will be conducted. When the Tenant vacates the leased premises, Blackfeet Housing will inspect the rental unit and give the Tenant a written statement of charges, if any, for which the Tenant is responsible. The Tenant and/or his representative may join in such inspection. Blackfeet Housing shall provide the Tenant with 24 hours' notice after the move-out inspection to complete any required cleaning or minor repairs prior to charging Tenant for the cleaning or minor repairs.
 - a. Any Damage determined to have been caused through the fault or neglect of the Tenant family rather than through normal wear and tear shall be charged against the Tenant's security deposit.
 - b. If Damage charges exceed the security deposit, the Tenant shall be billed for the excess amount. Failure to pay Damage charges may result in court action to collect and the Tenant will not be eligible for housing in the future until the balance owed is paid in full.
 - c. Vacating Tenants who fail to pay any Damage or other charges owed to Blackfeet Housing shall be ineligible for any further assistance from Blackfeet Housing until debt is paid in full.
5. **Emergency Access:** Where Blackfeet Housing determines that it must enter a rental unit to inspect the unit to make repairs or improvements to prevent

detrimental impact on the health or safety of individuals or the loss of life or property, the Tenant may not deny Blackfeet Housing, or its representatives, permission to enter the rental unit. In such Emergency situations, Blackfeet Housing is not required to provide the required twenty-four (24) hours' notice. Blackfeet Housing shall have authority to enter the rental unit for Emergency inspection based upon Reasonable Cause. If Blackfeet Housing determines, at its discretion, that Reasonable Cause exists for entry and inspection, a Blackfeet Housing representative may enter the rental unit. This includes Reasonable Cause that the Tenant is violating the terms of the Rental Agreement.

Entry and inspection may also be gained by Blackfeet Housing's representative after regular hours if there is Reasonable Cause that the Tenant or Tenant's guests are creating a disturbance which disrupts the peaceful enjoyment of neighboring Tenants or the members of the community. If the rental unit is suspected of having drug related Criminal Activity or Criminal Possession of Drugs or Drug Paraphernalia in it, an environmental test, namely illegal drugs, will be conducted.

S. DISPOSAL OF PERSONAL PROPERTY

1. If a tenancy terminates in any manner except by court order and Blackfeet Housing has clear and convincing evidence that the Tenant has abandoned all personal property that the Tenant has left on the premises and a period of time of at least 48 hours has elapsed since Blackfeet Housing obtained that evidence, Blackfeet Housing may immediately remove the abandoned property from the premises and immediately dispose of any trash or personal property that is hazardous, perishable, or valueless.
2. Blackfeet Housing shall inventory, and store all abandoned personal property of the Tenant that Blackfeet Housing reasonably believes is valuable in a place of safekeeping and shall exercise reasonable care for the property. Blackfeet Housing may charge a reasonable storage and labor charge if the property is stored by Blackfeet Housing, plus the cost of removal of the property to the place of storage. Blackfeet Housing may store the property in a commercial storage unit, in which case the storage cost includes the actual storage charge plus the cost of removal of the property to the place of storage.
3. After complying with Subsection (2), Blackfeet Housing shall make a reasonable attempt to notify the Tenant in writing that the property must be removed from the place of safekeeping by sending a notice with a certificate of mailing or by certified mail to the last-known address of the Tenant, stating that at a specified time, not less than 10 days after mailing the notice, the property will be disposed of if not removed.

4. Blackfeet Housing may dispose of the property after complying with Subsection (3) by:
 - a. selling all or part of the property at a public or private sale; or
 - b. destroying or otherwise disposing of all or part of the property.

If the Tenant, upon receipt of the notice provided in Subsection (3), responds in writing to the landlord on or before the day specified in the notice that the Tenant intends to remove the property and does not do so within 7 calendar days after delivery of the Tenant's response, the Tenant's property whether of value or not is conclusively presumed to be abandoned. If the Tenant removes the property, Blackfeet Housing is entitled to storage costs for the period that the property remains in safekeeping, plus the cost of removal of the property to the place of storage. Reasonable storage costs are allowed if Blackfeet Housing stores the property, and actual storage costs are allowed if Blackfeet Housing stores the property in a commercial storage unit. Blackfeet Housing is entitled to payment of the storage costs allowed under this Subsection before the Tenant may remove the property. If payment of storage costs is not received within the 14 days of the Tenant's notice to Blackfeet Housing that it intends to remove the property, Blackfeet Housing may proceed to dispose of the property under Subsection (4). Failure to pay removal and storage costs disqualifies a Tenant from obtaining services from Blackfeet Housing in the future unless payment is made in full.

T. TENANT TO MAINTAIN RENTAL UNIT.

1. A Tenant shall:
 - a. comply with all obligations primarily imposed upon Tenants by applicable provisions of any applicable building and housing codes materially affecting health and safety;
 - b. keep that part of the premises that the Tenant occupies and uses as reasonably clean and safe as the condition of the premises permits;
 - c. dispose from the rental unit all garbage, rubbish, and other waste in a clean and safe manner;
 - d. keep all plumbing fixtures in the rental unit or used by the Tenant as clean as their condition permits;
 - e. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, in the premises;
 - f. conduct oneself, and require other persons on the premises with the Tenant's consent to conduct themselves, in a manner that will not disturb the Tenant's neighbors' peaceful enjoyment of the premises; and
 - g. use the parts of the premises, including the living room, bedroom, kitchen, bathroom and dining room, in a reasonable manner, considering the purposes for which they were designed and intended.

2. A Tenant shall not destroy, deface, damage, impair, or remove any part of the premises or permit any person to do so.
3. A Tenant shall not engage or knowingly allow any person to engage in any activity on the premises that creates a reasonable potential that the premises may be Damaged or destroyed or that neighboring Tenants may be injured, including but not limited to any of the following activities:
 - a. criminal production or manufacture of dangerous drugs;
 - b. Criminal Activity;
 - c. Possession of Criminal Possession of Drugs or Drug Paraphernalia;
 - d. operation of an unlawful clandestine laboratory;
 - e. gang-related activities;
 - f. unlawful possession of a firearm, explosive, or hazardous or toxic substance; or
 - g. any activity that is otherwise prohibited by law.
4. If there is noncompliance by the Tenant affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require, Blackfeet Housing, upon written notice, may enter the rental unit and cause the work to be done in a workman like manner and submit an itemized bill for the actual and reasonable cost, or the fair and reasonable cost or value as additional rent on the next date rent is due, or, if the Rental Agreement has terminated, for immediate payout.

U. MAINTENANCE BY BLACKFEET HOUSING:

1. Blackfeet Housing Shall:
 - a. shall comply with the requirements of any applicable building and housing codes materially affecting health and safety in effect at the time of original construction in all rental units where construction was completed after July 1, 1977;
 - b. shall not knowingly allow any Tenant or other person to engage in any activity on the premises that creates a reasonable potential that the premises may be damaged or destroyed or that neighboring Tenants may be injured;
 - c. shall make repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
 - d. shall keep all common areas of the premises in a clean and safe condition;
 - e. shall maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, supplied or required to be supplied by the landlord;

- f. shall supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1, except if the building that includes the rental unit is not required by law to be equipped for that purpose or the rental unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant; and
 - g. shall install in each rental unit under the landlord's control a carbon monoxide detector and a smoke detector. Upon commencement of a Rental Agreement, Blackfeet Housing shall verify that the carbon monoxide detector and the smoke detector in the rental unit are in good working order. The Tenant shall maintain the carbon monoxide detector and the smoke detector in good working order during the Tenant's rental period. For the purposes of this Subsection, an approved carbon monoxide detector and an approved smoke detector shall bear a label or other identification issued by an approved testing agency having a service for inspection of materials and workmanship at the factory during fabrication and assembly.
- 2. If the duty imposed by Subsection (1)(a) is greater than a duty imposed by Subsections (1)(b) through (1)(h), a Blackfeet Housing's duty must be determined by reference to Subsection (1)(b).
 - 3. Blackfeet Housing and a Tenant may agree in writing that the Tenant perform the Blackfeet Housing's duties specified in Subsections (1)(f) and (1)(h) and specified repairs, maintenance tasks, alterations, and remodeling. Such agreement may not alleviate Blackfeet Housing's responsibilities under Subsection (1)(a).
 - 4. All maintenance work which is the result of normal property wear and tear shall be completed at Blackfeet Housing expense.
 - 5. All maintenance work which is caused by Tenant abuse, neglect, or carelessness shall be completed by Blackfeet Housing and charged to the Tenant. Damages due to Tenant abuse, neglect, or carelessness in the amount of \$500 or more shall result in immediate eviction/termination proceedings.
 - 6. Blackfeet Housing's maintenance staff shall be allowed to enter any rental unit at any time to make Emergency repairs when Damages pose a threat to life or health of the Tenant or neighbors.

V. REASON FOR TERMINATION/EVICTION

- 1. There must be good cause for a termination of tenancy. No eviction action will be initiated without Blackfeet Housing first giving the Tenant written notice of Rental Agreement termination which states: (1) the cause(s) for the termination and (2) corrective action required to avoid the termination becoming effective, if appropriate. In some situations, corrective action cannot rectify the grounds for termination of the Rental Agreement. The notice may specify an appropriate

period of time during which required action must be taken to avoid termination, if allowing remedial action is appropriate. All notices must state an effective date for the termination of tenancy.

2. If corrective action is requested, and not undertaken by the Tenant within the specified period of time, Blackfeet Housing shall initiate an eviction action in Tribal Court, with the approval of the Executive Director.
3. A written record of every eviction will be maintained by Blackfeet Housing and will contain the following information:
 - a. Name of Tenant and identification of rental unit occupied;
 - b. Record of all prior violations of the Rental Agreement and notices sent to Tenant re: same;
 - c. Date of notice of Rental Agreement termination;
 - d. Specific reason (s) for Rental Agreement termination;
 - e. Date and method of notifying Tenant with summary of any conferences with the Tenant, including names of all persons at the conference.
 - f. A copy of any documents filed with the Tribal Court, and a copy of any orders issued by the Tribal Court.
4. Criminal Activity. Blackfeet Housing may terminate the tenancy if any member of the household, a guest, or another person under the Tenant's control commits any of the following types of Criminal Activity:
 - a. Any Criminal Activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Blackfeet Housing residents;
 - b. Any Criminal Activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or
 - c. Any Drug Related Criminal Activity or Criminal Possession of Drugs or Drug Paraphernalia on or near the premises;
 - d. Any Criminal Activity that poses a threat of Damage or destruction of property.

With respect to eviction for Criminal Activity, Blackfeet Housing shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation of family members, and the effect that the eviction would have on family members not involved in the prohibited activity. An arrest or conviction is not required to terminate a Rental Agreement for Criminal Activity.

5. Examples of Good Cause for Termination of Tenancy. During the initial term of the Rental Agreement and during any renewal term, other good cause includes, but is not limited to:
 - a. nonpayment of rent;
 - b. Continued disturbance of neighbors;
 - c. If the Tenant, family member, guests, or another person under the Tenant's control, destroys Blackfeet Housing property or neighboring properties;
 - d. If the Tenant creates a reasonable potential that the premises may be damaged or destroyed or that neighboring Tenants may be injured, defaces, damages, impairs, or removes any part of the premises property;
 - e. Housekeeping habits that cause damage to the rental unit or render it unhealthy for occupants and other residents of the premises;
 - f. Unauthorized pets;
 - g. Unauthorized persons residing in the rental unit;
 - h. Abandonment of the rental unit;
 - i. Noncompliance with the terms of the Rental Agreement;

Written notice of termination of the Rental Agreement will be provided to the Tenant.

6. Abandonment of Rental Unit: In the event the Tenant is absent from the rental unit for a continuous period of two weeks or more, or if the Tenant is absent from the rental unit for said time period and allows a person who is not listed on the Rental Agreement or income sheet to occupy the rental unit without first notifying Blackfeet Housing, Blackfeet Housing shall deem the rental unit abandoned. Abandonment will be automatic grounds for termination of the Rental Agreement, upon three days written notice, as it poses a threat of destruction or Damage to the premises.
7. Any Tenant(s) who forcibly assaults, resists, opposes, impedes, intimidates or interferes with any Blackfeet Housing Staff personnel while engaged in or on account of the performance of his/her official duties while employed with Blackfeet Housing, during or after business hours, shall face immediate eviction and/or legal proceedings in Blackfeet Tribal Court.

T. MISREPRESENTATIONS

Blackfeet Housing will notify a Tenant in writing of any misrepresentations of income, household composition or other stated facts are revealed through scheduled or interim re-determinations or through any means. The notice will state any corrective action required by Blackfeet Housing. Blackfeet Housing may require that the Tenant pay the difference between what was collected and

what should have been collected during the time period at issue.

U. MANDATORY TENANT COMPLIANCE MEETINGS AND WORKSHOPS

Blackfeet Housing Tenants are required to attend all meetings and workshops set up by Blackfeet Housing Staff. Notices will be mailed or hand delivered at least one (1) week in advance. Tenants must notify Blackfeet Housing Staff at least twenty-four (24) hours prior to the date and time set for the meeting or workshop if they are not able to attend.

V. DRUG POLICY – ZERO TOLERANCE

Blackfeet Housing has a zero-tolerance drug policy. Where Blackfeet Housing has Reasonable Cause to believe a Tenant, family member, guest, or person under the control of the Tenant is engaging in drug related Criminal Activity or Criminal Possession of Drugs or Drug Paraphernalia or engages in a pattern of alcohol abuse, that interferes with the health, safety, and peaceful enjoyment of neighboring rental units or neighboring properties will be subject to termination of tenancy. The sale of alcoholic beverages and illegal drugs is prohibited on all Blackfeet Housing properties.

W. ENVIRONMENTAL TESTING PROCEDURES.

All rental units owned and/or operated by Blackfeet Housing will be referred for environmental testing, namely illegal drugs, upon the occurrence of any of the following:

- a. When a rental unit becomes vacant, whether by voluntary moveout, eviction, or abandonment;
- b. When a Tenant moves into, or transfers to, a rental unit;
- c. Whenever there is a name/lease change;
- d. If there is a fire in the rental unit or on the rental premises; or whenever there is reasonable cause to suspect drug related Criminal Activity or Criminal Possession of Drugs or Drug paraphernalia in a rental unit or on Blackfeet Housing premises.

If the rental unit tests negative, the unit will be returned to the Occupancy Department and normal procedures will continue for the rental unit.

If the rental unit tests positive, it is grounds for termination of tenancy.

SECTION V GRIEVANCE POLICY

A. REVIEW PROCESS:

1. Step I: Informal Review

If a Tenant disagrees or is dissatisfied with the decision or action of Blackfeet Housing, he or she shall attempt to discuss the matter informally without initiating a formal Grievance. Grievances are not permitted for terminations of tenancy. However, if the Tenant/Complainant disagrees or is dissatisfied with the decision, or proposed disposition of Blackfeet Housing, then the Tenant/Complainant may request a formal review before Blackfeet Housing within ten (10) working days of the action by submitting a written complaint. The complaint must contain the following information prior to review:

- a. The particular grounds upon which the complaint is based;
- b. The action requested or relief sought;
- c. The name and signature, address and telephone number of the Complainant; and
- d. Any other information or documentation relevant to the complaint.

The complaint will be stamped and dated by the Blackfeet Housing upon receipt. New grievances that were not raised at Step I and Step II shall not be raised in Step III. Supervisory staff directly involved in the decision will refrain from presiding over this grievance review.

2. Step II: Blackfeet Housing Review

- a. A Blackfeet Housing Committee will set a panel date to formally review the written complaint within then (10) working days of receiving the complaint.
- b. The Committee shall consist of no more than five (5) and no less than three (3) panel members.
- c. The Committee panel will conduct a thorough and objective review of the complaint, facts, and Blackfeet Housing's action to insure it compliance with the Rental Agreement and rental policies.
- d. The Committee will determine if the complaint is valid or invalid.
- e. The Committee will provide a written response to the Complainant summarizing their decision, findings, and conclusions within the (10) working days of the formal review.
- f. A copy of the response will be kept in the Tenant's file.
- g. If the Complainant wishes to appeal the decision, he/he may do so before a formal Hearing Officer or Hearing Board.

Failure to Request a Formal Hearing:

If the Tenant/Complainant does not request a hearing within five (5) working days, he/she waives his/her right to a hearing, and Blackfeet Housing's proposed disposition of the Grievance will become final.

Scheduling of Grievance Hearing:

- a. Upon the Complainant's compliance with the Grievance procedure (Step I & Step II), and request for hearing, a hearing will be scheduled with the hearing official.
 - b. Hearings are held and third week of each month on Thursdays. A notice will be sent to the Complainant.
3. Step III: Hearing process and proceedings:
- a. The hearing shall be held at the offices of Blackfeet Housing before Hearing Officer or Hearing Board, as may be appropriate.
 - b. Tenant/Complainant, legal counsel, if any, and other participants must conduct themselves in an orderly fashion. Failure to comply with the direction of the Hearing Officer or Hearing Board will result in exclusion from the proceedings, or may result in and adverse decision, or denial or relief sought.
 - c. Both the Tenant/Complainant and the Blackfeet Housing shall have the right to be represented by counsel or another chosen representative.
 - d. Both parties have the right to present evidence, documents, records, regulations, and arguments in support of his/her complaint to provide testimony, confront or cross-examine all witnesses.
 - e. Blackfeet Housing representative(s) will explain the decision, present evidence, and question witnesses.
 - f. The Tenant/Complainant or representative will then be given the opportunity to present objections to Blackfeet Housing's decision, present evidence, or question witnesses.
 - g. The Hearing Officer or Hearing Board upon hearing, considering, and reviewing the evidence, circumstances and facts, shall provide a written decision stating the reason for the decision. The decision will be issued to Blackfeet Housing and to the Tenant/Complainant within (10) working days following the hearing.
 - h. The decision of the Hearing Officer or Hearing Board shall be binding upon Blackfeet Housing, which will take all necessary actions to carry out the decisions providing it is consistent with established Blackfeet Housing policies and applicable law.

SECTION VI GOVERNING LAW

Blackfeet Housing Rental Agreement and the terms and condition hereof shall be interpreted in accordance with the Law and Order Code of the Blackfeet Tribe and any applicable federal laws, rules, and regulations.

Tenant _____

Date _____

Occupancy Technician _____

Date _____

RULES OF OCCUPANCY

1. The Tenant, members of his/her household and visitors shall comply with all laws affecting the use or occupancy of the premises.
2. The Tenant shall not create any disturbances which would cause annoyance or discomfort to other Tenants or the community.
3. The person whose name is on the Rental Agreement is responsible for all actions of children, other residents, and guests of the rental unit.
4. The Tenant shall keep the premises in a clean and sanitary condition, both inside and outside of the rental unit.
5. No more than two (2) house pets are permitted in a rental unit. Dogs must be leashed or fenced in at all times. No dogs are allowed to be kept by Tenants living in multiple family rental units, except Elderly Families in accordance with applicable federal regulations. Any pets that are causing problems will be dealt with in accordance with the Blackfeet Tribal Dog Ordinance. Dogs which exhibit aggressive behavior are prohibited in rental units and on Blackfeet Housing's property.
6. No livestock is to be kept by Tenants on Blackfeet Housing property.
7. Cars shall be parked only in designated parking areas. Cars in inoperable condition or without current license plates for over 30 days must be removed from the premises. If the Tenant fails to remove the car, Blackfeet Housing will have it removed at the Tenant's expense and will also be dealt with according to the Blackfeet Reservation Junk Vehicle and Wrecking Yard Ordinance. Buses, motor homes, horse-trailers, camper-trailers, and all-terrain vehicles are prohibited on all Blackfeet Housing owned property, including all rental community site sand common areas, if Blackfeet Housing determines it to be unsightly or hazardous.
8. Tenants shall not sublease the rental unit, or any part thereof, or take in boarders.
9. Tenants shall not use the house or grounds as a place of business without prior written approval of Blackfeet Housing.
10. Tenants shall pay all utility charges to their respective suppliers each month without notice to prevent shut-offs.
11. Blackfeet Housing will not be responsible for any articles or personal property left

in vacated rental units.

12. Blackfeet Housing is not responsible for any articles of personal property lost or stolen from the premises or grounds.
13. The Tenant shall notify Blackfeet Housing promptly of the need of any repairs to the premises.
14. The Tenant shall be charged for all Damage due to his negligence or mistreatment of property. All broken windows and doors will be repaired at the expense of the Tenant.
15. Tenants shall cooperate with Blackfeet Housing in the completion of all maintenance work and maintenance inspections. Tenants may not deny Blackfeet Housing permission to enter rental units for maintenance work or inspections purposes.
16. In the event of Damage caused by the Tenant that is covered under Blackfeet Housing's insurance policy, the Tenant will pay the deductible amount for each loss.
17. The Tenant agrees to not alter the premises during tenancy without prior written approval by Blackfeet Housing. Said alterations include but are not limited to: installing carpet, changing locks or fixtures, etc.
18. All leasehold improvements made to the property by the Tenant become the property of Blackfeet Housing upon termination of the Rental Agreement.
19. The Tenant shall deposit all garbage, trash, and rubbish in plastic bags in a suitable garbage receptacle.
20. Fires or burning of any kind are prohibited in the rental unit, Rental Housing Project, and home-site areas.
21. Plumbing, electrical, or gas burning equipment shall not be used for any other purpose than those for which they are intended (e.g., ranges are not to be used for heating the rental unit). Equipment shall not be adjusted or modified by the Tenant. The Tenant shall report faulty equipment to Blackfeet Housing.
22. Inflammables, gasoline, naphtha, solvents, etc., must not be kept in the rental unit.
23. Sale of fireworks are prohibited at all times on all Blackfeet Housing owned or operated property, including but not limited to rental community sites, home ownership community sites, project streets, and office/community center grounds. The use of fireworks is also prohibited on Blackfeet Housing owned or operated property without proper supervision. Any Damage caused by the use of fireworks will be charged to the Tenant.
24. BB guns, pellet guns, etc. are prohibited in all rental and community sites. Damages caused by these will be charged to the Tenant(s) found to be responsible, and can also result in eviction.
25. Tenants may construct fences on the grounds around the leased premises. Prior permission must be obtained in writing from Blackfeet Housing. Fences must be constructed in a manner as to complement the surrounding area. Fences shall not exceed four (4) feet in height at the front of the rental unit; six (6) feet in height at the rear of the rental unit; at least five (5) feet from the curb and public thoroughfare; and fifteen (15) feet from the corner curb to the corner of the fence.

26. All permanent fences are considered leasehold improvements and become the property of Housing. If the Tenant elects and Blackfeet Housing agrees to allow the Tenant to remove the fence upon termination of the lease Rental Agreement, the Tenant will return the grounds to the same condition at his/her own expense.