

POKAGON BAND OF POTAWATOMI INDIANS



ELIGIBILITY, ADMISSION AND OCCUPANCY POLICY

FOR ELDERS VILLAGE (POKAGONEK ÉDAWAT - KÉKYAJEK ODANEK)

Current through June 24, 2013; Res. 13-06-24-01



"Our People, Our Homes."

Department of Housing
P.O. Box 180
Dowagiac, MI 49047
Bus: (269) 783-0443
Fax: (269) 783-0452
Toll Free: (877) 983-0385

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ARTICLE 1 PREAMBLE

1.1 Purpose

Tribal Council recognizes the need to establish consistent and fair policies to: (a) govern eligibility, admission and occupancy of *Kékyajek Odanek*; and (b) provide guidance to the Department of Housing in the management of *Kékyajek Odanek*. This Policy is required by NAHASDA.

1.2 Scope

This Policy applies to all Applicants and Household members of *Kékyajek Odanek* and all other Housing Units identified in Addendum D. Entering into any Lease or occupying any Housing Unit shall constitute acceptance and agreement to comply with this Policy. Additionally, all Heads of Household shall ensure that their Household members, guests and invitees comply fully with this Policy.

1.3 Background

(a) *Kékyajek Odanek* is intended for Low-Income Elders and is managed and maintained by the Department of Housing through funding provided by HUD through Indian Housing Block Grants pursuant to NAHASDA.

(b) NAHASDA provides the opportunity for the Band to create innovative housing options to meet specific housing needs. The Band is focused on quality housing and seeks to ensure a lasting investment in *Kékyajek Odanek* and future housing developments. *Kékyajek Odanek* is the Band's first housing construction project and reflects the Band's first housing priority: its Elders — those who provided for the Band in the past, who represent the endless years of the suffering of its people, and to whom the Band owes its deepest respects.

(c) This Policy, as amended, was developed pursuant to NAHASDA, with guidance from Elders, and the leadership of Tribal Council.

1.4 Definitions

For purposes of this Policy, the following terms are defined:

(a) "Adjusted Income" means the Annual income that remains after excluding the following amounts (as may be adjusted to correspond to changes in applicable law):

(1) Youths, Students, and Persons with Disabilities: \$480 for each member of the family residing in the Household (other than the Head of Household or the spouse of the Head of Household):

(A) who is under 18 years of age; or

(B) who is 18 years of age or older, and a Person with Disabilities or a full-time student.

(2) Elderly and Disabled Families: \$480 for an Elderly Family or disabled family.

(3) Medical and Attendant Expenses: The amount by which three percent (3%) of the Annual income of the family is exceeded by the aggregate of:

(A) medical expenses, in the case of an Elderly Family or disabled family; and

(B) 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.

(4) 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.

(5) 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.

(6) Travel Expenses: Excessive travel expenses, not to exceed \$25 per family per week if: (1) there is a full-time commuting student taking at least twelve (12) credits in the Household; (2) there is a permanent employee working at least thirty-seven and one-half (37.5) hours a week and driving fifty (50) miles round-trip to and from the place of employment.

(b) “Appeal” means a challenge to action or inaction of the Department of Housing in accordance with Chapter 22 of the Eligibility, Admission and Occupancy Policy All Programs.

(c) “Applicant” means any Citizen who has applied for admission to *Kékyajek Odanek*.

(d) “Application” means the application for admission to *Kékyajek Odanek*.

(e) “Annual” or “Annually” means the twelve (12) month period which corresponds to the Band’s fiscal year.

(f) “Annual Income” means the same as adjusted gross income as defined for purposes of reporting under the Internal Revenue Service (IRS) Form 1040 series for individual Federal Annual income tax purposes.

(g) “Band” means the Pokagon Band of Potawatomi Indians, a sovereign nation, along with its instrumentalities, agencies, departments and programs.

(h) “Citizen” means a duly enrolled member of the Band.

(i) “Constitution” means the Band’s Constitution.

(j) “Criminal History” means any conviction in federal, state, or tribal court as follows:

(1) Any Violent Criminal Activity, regardless of location, within ten (10) years of the date of application;

(2) Any Drug-related Criminal Activity, regardless of location, within seven (7) years of the date of application; or

(3) Any Criminal Sexual Conduct, regardless of location, at any time.

(k) “Criminal Sexual Conduct” means any criminal sexual offense defined as a felony in the laws of the state in which the offense was committed, or any act which constitutes a “sex offense” pursuant to the Band’s Sex Offender Registration Code.

(l) “Department of Housing” means the Band’s Department of Housing.

(m) “Drug” means a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

(n) “Drug-related Criminal Activity” means the illegal manufacture, sale, distribution, or use of a Drug, or the possession of a Drug with intent to manufacture, sell, distribute, or use the Drug.

(o) “Elder” means a Citizen who is at least fifty-five (55) years of age.

(p) “Elderly Family” means a family whose Head of Household (or his or her spouse) is an Elder; or whose sole member is an Elder. Such term includes two (2) or more Elders living together, and one (1) or more such persons living with one (1) or more persons determined under the Indian housing plan of the Department of Housing to be essential to the care or well-being of an Elder.

(q) “Head of Household” means the Citizen who is the lessee of the Housing Unit.

(r) “Household Member” means all persons, including the Applicant, who will reside at the Housing Unit.

(s) “Housing Act” means the Band’s Housing Act.

(t) “Housing Unit” means all or any portion of any house, home, building or other structure used as a residence within Kékyajek Odanek, or identified in Addendum D

(u) “HUD” means the United States Department of Housing and Urban Development Office of Native American Programs.

(v) “Immediate Family Ties” shall mean spouse, parent, children, brother, sister, foster and step children, siblings-in-law, grandparents and grandparents-in-law, grandchildren and grandchildren-in-law.

(w) “Indian Service Area” means the area as defined in the Department of Housing’s Indian Housing Plan. The Indian Service Area at the time this policy was approved is:

(1) In the State of Michigan: Berrien, Cass, Van Buren and Allegan Counties; and

(2) In the State of Indiana: La Porte, St. Joseph, Stark, Marshall, Kosciusko, and Elkhart Counties.

(x) “Lease” means any written agreement for the possession of any home, Housing Unit or of Band land for residential purposes and includes any sublease or lease-to-purchase agreement.

(y) “Low-Income” means a household whose income does not exceed eighty percent (80%) of the Median Income for the area, as determined by the Secretary with adjustments for smaller and larger households (the Department of Housing hereby adopts such determinations).

(z) “Median Income” means the greater of: (a) the Median Income for the Indian Service Area, which the Secretary shall determine; or (b) the Median Income for the United States and which shall be an addendum to this Policy.

(aa) “NAHASDA” means the Native American Housing Assistance and Self-Determination Act of 1996, 25 U.S.C. 4101 *et. seq.*

(bb) “Person with Disabilities” means a person who:

(1) has a disability as defined in section 223 of the Social Security Act;

(2) is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment which:

(A) is expected to be of long-continued and indefinite duration;

(B) substantially impedes his or her ability to live independently; and

(C) is of such a nature that such ability could be improved by more suitable housing conditions; or

(3) has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act.

(4) Such term shall not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. Notwithstanding any other provision of law, no individual shall be considered a Person with Disabilities, for purposes of eligibility for housing assisted under NAHASDA, solely on the basis of any illegal drug or alcohol dependence.

(cc) “Pokagonek Édawat - Kéyajek Odanek” means “Where Pokagons Live – Elders Village” (previously known as the “Dailey Road Housing Development – Phase I Elders Housing), and is the primary development owned by the Band to which this Policy extends.

(dd) “Police Department” means the Band’s Department of Law Enforcement.

(ee) “Policy” means this Eligibility, Admission and Occupancy Policy.

(ff) “Rent” means an amount of money paid monthly to the Department of Housing by occupants in consideration for residing in a Housing Unit.

(gg) “Secretary” means the Secretary of the United States Department of Housing and Urban Development.

(hh) “Tribal Council” means the governing body of the Band established pursuant to Article X of the Constitution.

(ii) “Utility Allowance” means the standard deduction allocated to each Housing Unit for utilities which is subtracted from the Annual rent in the Rent calculation, as established by Tribal Council and set forth in Addendum E.

(jj) “Violent Criminal Activity” means any criminal activity that has for one or more of its elements the use, attempted use, or threatened use or physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, including without limitation, murder, non-negligent manslaughter, rape, kidnapping, aggravated assault, robbery, burglary, arson, etc.

ARTICLE 2
CONFLICT OF INTEREST AND
FAIRNESS AND NON-DISCRIMINATION

2.1 Conflict of Interest

(a) This Article shall govern and regulate conflicts of interest with respect to *Kéyajek Odanek* eligibility, admissions and occupancy and related decisions of the Housing Department and Tribal Council. The Tribal Council and the Housing Department employees shall avoid any conflict of interest during the selection and admission process.

(b) No person, including, but not limited to, the Tribal Council or any Department of Housing staff, who participates in the decision-making process or who gains inside information with regard to NAHASDA-assisted activities (such as *Kéyajek Odanek*) may obtain a personal or financial interest or benefit from such activities, except for the use of NAHASDA funds to pay salaries or other related administrative costs. Such persons include anyone with an interest in any contract, subcontract or agreement or proceeds thereunder, either for themselves or others with whom they have business or Immediate Family Ties.

(c) The foregoing conflict of interest provisions do not apply in instances where a person who might otherwise be included under the conflict provision is Low-Income and is selected for assistance in accordance with the Department of Housing's written policies for eligibility, admission and occupancy of families for housing assistance; provided that there is no conflict of interest under applicable Band or state law.

(d) The Department of Housing shall make a public disclosure of the nature of assistance to be provided and the specific basis for the selection of the person. The Department of Housing shall provide the appropriate area HUD office with a copy of the disclosure before the assistance is provided to the person. Any time the Director of the Department of Housing becomes aware that a potential conflict of interest may exist, he or she shall disclose the same to the Tribal Council.

(e) The Tribal Council and Department of Housing employees are also subject to, and shall comply fully with, the Band's Code of Ethics.

2.2 Fairness and Non-Discrimination

(a) Tribal Council and staff of the Department of Housing shall be fair and impartial, at all times and in all respects, in selecting people to participate in programs of the Department of Housing, including but not limit to, determinations relating to eligibility, admission, and occupancy of the Housing Units. No elected official or employee of the Band shall make any determination based in whole or in part on family ties, political views, or personal bias.

(b) Pursuant to the NAHASDA and Band law, the Department of Housing will comply with the following nondiscrimination requirements, as applicable:

(1) The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and HUD's implementing regulations in 24 CFR part 146;

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD's implementing regulations at 24 CFR part 8;

(3) The Indian Civil Rights Act (Title II of the Civil Rights Act of 1968; 25 U.S.C. 1301-1303); and

(4) The Band's Civil Rights Ordinance.

ARTICLE 3 APPLICATION, ELIGIBILITY AND ADMISSION

3.1 Application

(a) The Application constitutes a record of each Household Member who would be residing in a Housing Unit, if the Application is approved.

(b) The Application shall be in writing on a form provided by the Department of Housing and must be completed accurately and in its entirety.

(c) The Applicant and all Household members eighteen (18) years of age and older must sign the Application and all required forms.

(d) The name and address of the Applicant stated on the Application must be the same as the name and address on file with the Band's Enrollment Office. Any Application which states a name or address that does not match the name or address on file with the Band's Enrollment Office shall be deemed incomplete and shall not be accepted.

(e) The Applicant shall list on the Application all Household members who will reside at the Housing Unit. No person other than the Applicant or the Household members listed on the Application shall reside at the Housing Unit without the prior written authorization of the Department of Housing.

(f) Announcements for the availability of Housing Units shall be publicized by posting announcements at the offices of the Elders, Tribal Council, Band Administration, Department of Housing, Department of Social Services, Department of Health Services, and in the Band Newsletter.

(g) The Department of Housing shall assign each Application an identification number for purposes of confidentiality, fairness and tracking.

(h) Applicant files, including the Application and all supporting documentation, shall be confidential and shall not be shared with other Band departments or any outside person or entity without the signed authorization of the Applicant, except as otherwise required by applicable law.

(i) The Department of Housing shall prepare all forms required for administration of this Policy, including but not limited to, the Application.

3.2 Eligibility Criteria

To be eligible for admission into *Kékyajek Odanek*, the following must be satisfied:

(a) The Applicant must qualify as an Elderly Family;

(b) The Applicant and Household must meet the Low-Income requirements at the time of initial occupancy of the Housing Unit;

(c) The Applicant must comply fully with all requirements of this Policy; and

(d) The Applicant must not be ineligible, including pursuant to Subsection 3.4 of this Policy.

3.3 Eligibility Information

(a) All Applicants shall provide to the Housing Department all documentation and information requested by the Housing Department in connection with an Application, and all such documentation and information shall be current and accurate in all respects.

(b) If any Applicant, or any Household Member who is eighteen (18) years of age or older, fails to provide the Department of Housing with the necessary eligibility information, including, but not limited to, refusal to sign all required forms, the Application will be placed on hold until such time as the necessary documentation is provided.

(c) Applications on hold for more than thirty (30) calendar days shall be closed, and all documentation and information provided to the Department of Housing in connection with the Application must be resubmitted with any future Application.

3.4 Ineligible Applicants

The following shall render an Applicant ineligible for admission into *Kékyajek Odanek*:

(a) The Applicant, or any Household Member who is thirteen (13) years of age or older, has a Criminal History excluding however, any crime determined by the Tribal Council to relate to the furtherance of the Band's tribal sovereignty rights, including but not limited to, treaty rights;

(b) The Household income exceeds the Low-Income requirements at the time of initial occupancy of the Housing Unit;

(c) The Applicant, or any Household member, owes a delinquent debt of any kind to the Band on the date of application;

(d) The Applicant, or any Household Member, was evicted for violation of a Lease with the Band within five (5) years from the date of application;

(e) Applicant, or any Household Member, abandoned any Band rental unit, without terminating the Lease with the Band, within five (5) years from the date of application; or

(f) The Applicant fails to comply fully with this Policy.

3.5 Background Investigations

(a) Prior to admission into *Kékyajek Odanek*, a background investigation may be conducted in connection with the Application, and a Criminal History check shall be conducted on all Applicants and any Household Member who is thirteen (13) years of age or older.

(b) The determination of whether an Applicant, or any Household Member who is thirteen (13) years of age or older, has a Criminal History shall be performed by the Police Department through Criminal History checks in accordance with the following procedure:

(1) Upon completing a Criminal History check, the Police Department shall forward a memorandum to the Department of Housing Occupancy Specialist stating whether the Applicant, or any Household member who is thirteen (13) years of age or older, does or does not have a Criminal History. The Police Department shall not disclose to the Department of Housing the details of the Criminal History check.

(2) Upon receiving the Police Department's notification that an Applicant, or any Household Member who is thirteen (13) years of age or older, has a Criminal History, the Department of Housing shall find the Applicant to be ineligible and shall provide notice to the Applicant pursuant to the ineligibility notification requirements set forth in Section 3.6 below.

3.6 Notification of Eligibility or Ineligibility

(a) The Department of Housing shall send each Applicant written notice within seven (7) calendar days of certifying the Applicant as eligible or ineligible.

(b) Written notice under Subsection 3.6(a) above shall describe the basis for the determination of ineligibility and the right to file an Appeal solely for the purpose of challenging such determination in accordance with Article 22 of the Eligibility, Admission and Occupancy Policy for All Programs; provided, however that no such Appeal shall govern or limit any right of the Department of Housing to terminate any Lease.

(c) All certifications of eligibility shall be contingent on the Applicant's continued eligibility.

3.7 Waiting List and Selection

(a) Applicants determined to be eligible shall be placed on a written waiting list maintained by the Department of Housing using assigned identification numbers rather than names. All eligible Applicants shall be placed on the waiting list in descending order according to their assignment scores, as determined using the scoring form in Addendum A to this Policy, with the highest score being first on the list. The scoring system shall be strictly adhered to at all times.

(b) Applicants on the waiting list may contact the Department of Housing and request a review of their standing on the waiting list. The names on the waiting list and the standing of any Applicant shall be confidential and shall not be shared with any third party, including but not limited to any other Applicant, except as otherwise required by applicable Band or state law.

(c) All Applicants determined to be eligible for admission, as a condition of remaining on the waiting list, shall:

(1) respond to all written, update requests from the Department of Housing, including but not limited to, updating the Application Annually; and

(2) update the Application to reflect any change in the number of Household members.

(d) Any Applicant who fails to update the Application within thirty (30) calendar days from the date of mailing of any written, update request shall be removed from the waiting list and the Application will be closed. Any Applicant removed from the waiting list may reapply as a new Applicant; provided, however, all documentation and information submitted to the Department of Housing in connection with the Application must be resubmitted with any future Application.

3.8 Selection for Occupancy

(a) When a Housing Unit is available for occupancy, the Department of Housing shall notify the next Applicant on the waiting list with the highest score that a vacancy exists. The Department of Housing shall send the Applicant written notice of vacancy within thirty (30) calendar days of the vacancy.

(b) The Department of Housing shall recertify the eligibility of the Applicant prior to occupancy of the Housing Unit. The Department of Housing shall send the Applicant written notice pursuant to Subsection 3.6 of this Policy.

3.9 Continue Eligibility

(a) Heads of Household and Household members must continue to satisfy all eligibility requirements at all times while residing in any Housing Unit.

(b) Heads of Household and Household members must promptly notify the Department of Housing of any circumstance or event which may affect eligibility to reside in any Housing Unit, including but not limited to, changes in Household composition.

3.10 No Lobbying

No Applicant shall attempt to influence the process for admission into any Program by lobbying staff of the Department of Housing or the Tribal Council; rather Applicants shall utilize the Appeal procedures set forth in Article 22 of this Policy, as applicable.

ARTICLE 4 OCCUPANCY

4.1 Security Deposit

(a) A security deposit shall be paid in full at the time of signing the Lease. The amount of the required security deposit shall be equal to the Rent or the maximum amount established by Tribal Council as set forth in Addendum E, whichever is greater.

(b) Security deposits shall be kept in a separate account. Upon termination of tenancy, the Department of Housing may apply the security deposit to payment of accrued unpaid Rent and the amount of damages incurred as a result of any failure by the Head of Household to comply with any obligation under the Lease or Housing Act.

(c) The Head of Household must notify the Department of Housing in writing of the address at which the Head of Household may receive mail after termination of the tenancy.

(d) The Department of Housing shall mail the Head of Household any remaining balance of the security deposit, without interest, along with an itemized statement of all deductions, as applicable, within thirty (30) days after termination of the tenancy, provided that the Head of Household has given the Department of Housing written notice of the new address at which mail may be received.

4.2 Utilities

Each Housing Unit shall receive the Utility Allowance to be deducted from the Rent. Occupants shall pay all of their own utilities and related deposits. Occupants may apply for LIHEAP assistance from the Band Department of Social Services.

4.3 Change in Household Composition

(a) At any time the Household income or Household composition changes during occupancy, the Head of Household shall notify the Department of Housing within thirty (30) calendar days of the change so that an interim recertification can be conducted and the Rent adjusted, if necessary. In any event, all participants shall be recertified at least Annually. Recertification shall include, at a minimum, filing income adjustment statements and change in Household composition, if any have occurred.

(b) Rent decreases resulting from any interim recertification shall become effective on the first (1st) day of the month which follows the Department of Housing sending the Head of Household written notice of the Rent decrease.

(c) Rent increases resulting from any interim recertification shall be effective the first (1st) day of the month which follows thirty (30) days after Department of Housing sends the Head of Household written notice of the Rent increase.

(d) If the Annual income of a Household exceeds the income limits described in Addendum B to this Policy as a result of a recertification due to the income of a Household Member who is under the age of fifty-five (55), the Department of Housing shall terminate the Lease. Household income shall not be calculated using the income of one (1) or more persons determined under the Indian housing plan for the Department of Housing to be essential to the care or well-being of an Elder.

(e) Any occupant who fails to comply with the Housing Act or the Lease, including but not limited to failure to timely pay Rent may be evicted pursuant to the Lease and the Housing Act.

(f) In the event the Head of Household is no longer capable of residing in the Housing Unit, as verified by a medical doctor, the remaining Household members who are fifty-four (54) years of age or less will be evicted; provided if a remaining Household member is an Elder, who meets the eligibility requirements set forth in this Policy, then a new Lease will be issued and such person shall be the new Head of Household.

4.4 Calculation of Rent

(a) Rent shall be calculated as follows:

(1) Calculate the total of all Annual Income of each Household member who is 18 or older. This is the total Household Annual Income.

(2) Subtract from the total Household Annual Income the amounts to be deducted as specified in the definition of “Adjusted Income.” This is the Household’s Adjusted Income.

(3) Multiply the Household’s Adjusted Income by thirty percent (30%). This is the Annual rent.

(4) Divide the Annual rent by twelve (12) and from this amount, subtract the monthly Utility Allowance. This is the Rent to be paid monthly.

(b) The minimum amount of Rent a Low-Income Household shall pay is \$0. The maximum amount of Rent a Low-Income Household shall pay is the maximum amount established by Tribal Council as set forth in Addendum E. The maximum amount of Rent a Household that has been recertified as having an income above the Low-Income requirements shall have to pay is the fair market rent for the applicable county as published by HUD (*see* Addendum C to this Policy).

(c) Once Rent is calculated, the amount shall be listed in the Lease and paid monthly on the due date stated in the Lease. Unpaid or overdue Rent shall result in the Department of Housing exercising all available remedies, including eviction.

4.5 Initial Inspection

Prior to move-in, the Department of Housing shall conduct an inspection of the Housing Unit and document the condition in writing. The Head of Household and the Department of Housing staff person, who conducted the initial inspection, shall sign the inspection report, which shall be attached to the Lease.

4.6 Additional Inspections

(a) The Department of Housing shall conduct a complete interior and exterior routine inspection of each Housing Unit at least once Annually based on an established schedule compiled by the Department of Housing, and may conduct additional inspections as permitted under the Housing Act.

(b) The Department shall document the Housing Unit’s condition in writing. The Head of Household and the Department of Housing staff person, who conducted the inspection, shall sign the inspection report. The Head of Household shall be provided with a follow-up letter which explains the results of the inspection.

(c) The Department of Housing shall provide written notice of all inspections to the Head of Household, which shall state the date and time, except as otherwise permitted pursuant to the Housing

Act. If the inspection reveals any deficiencies in the condition of the Housing Unit, and should any deficiencies require the work of a licensed contractor or skilled tradesman, the Department of Housing shall have its maintenance staff or a contractor perform the work.

(d) The Head of Household shall reimburse the Band the full cost of repairing any damage to a Housing Unit that is not normal wear and tear. If the Head of Household fails to reimburse the Band such full cost upon demand, then the Lease may be terminated and the occupants evicted.

(e) The Head of Household shall promptly notify the Department of Housing of all necessary maintenance, repairs or replacements, or of any concerns there may be developing maintenance or safety issues in the Housing Unit or premises, including common areas. No occupant to any Housing Unit shall repair or fix problems with the Housing Unit without the Department of Housing's prior consent.

4.7 Household Size Limits

(a) The number of Household members residing in a Housing Unit shall not exceed two (2) persons per legal bedroom as defined under applicable law. Bedroom size shall be as set forth in the 2000 International Property Maintenance Code - Section 404.4 (Bedroom Requirements) as adopted by the State of Michigan, Department of Consumer and Industry Services.

(b) All Household members shall be counted, regardless of age; and an unborn child shall be counted as a Household member.

ARTICLE 5 GENERAL PROVISIONS

5.1 Severability

In the event that any provision of this Policy is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair any remaining portion of such provision or any other provision of this Policy

5.2 Notices

(a) Notices provided for herein shall be in writing, and shall be addressed as required under this Policy to the Department of Housing offices or to any Household member at the address of the Housing Unit on file with the Department of Housing. The Band may designate a different address for notices to it by giving written notice of such change of address to the Participant.

(b) All notices required or permitted under this Policy shall be delivered either in person or by first class United States mail with postage prepaid. Any notice mailed in such manner shall be deemed delivered two (2) days after being sent.

5.3 Conflicts

This Policy is intended to be interpreted in a manner consistent with applicable law, including Band law. If any provision of this Policy conflicts with applicable law, then such applicable law shall control.

5.4 Addenda

The following Addenda, as may be amended from time to time, are incorporated into this Policy:

- (a) Assignment Scoring Form
- (b) Income Limits
- (c) Fair Market Rents for Applicable County
- (d) Additional Housing Units
- (e) Maximum Rent, Utility Allowance and Security Deposit

Addendum A
Assignment Scoring Form

Addendum B
Income Limits

Addendum C
Fair Market Rent for Applicable County

Addendum D
Additional Housing Units

The following additional Housing Units are subject to this Policy:

Addendum E
Maximum Rent, Utility Allowance and Security Deposit

1. Rent

- The maximum monthly rent for Housing Units shall be:
 - \$475 per month for a two (2) bedroom Duplex
 - \$550 per month for a two (2) bedroom Single Family Home
 - \$600 per month for a three (3) bedroom Single Family Home

2. Utility Allowance

- The maximum monthly utility allowance shall be \$125 for a Single Family Home
- The maximum monthly utility allowance shall be \$100 for a Duplex

3. Security Deposit.

- The maximum security deposit shall be \$75.

4. Annual Adjustment.

- Each year, on or about January 1st, the Department of Housing may adjust any maximum monthly rent amount stated in this Addendum E without approval of the Tribal Council.
- The Department of Housing shall promptly amend this Addendum E to reflect any such adjustment to any maximum monthly rent amount.
- Any such adjustment to any maximum monthly rent amount shall be based upon the Annual Adjustment Factors established by HUD based upon Consumer Price Index data relating to changes in residential rent and utility costs.