

LAC DU FLAMBEAU CHIPPEWA HOUSING AUTHORITY POLICY

OCCUPANCY

ADOPTION

The Occupancy Policy for the Lac du Flambeau Chippewa Housing Authority (LDFCHA) was developed by the Director and staff, reviewed by the Lac du Flambeau Tribal Council and the Lac du Flambeau Chippewa Housing Authority Board of Commissioners. It was subsequently adopted by the LDFCHA Board of Commissioners on January 9, 2007. This policy goes into effect on January 9, 2007.

This policy supersedes, voids, and repeals all prior Lac du Flambeau Chippewa Housing Authority Occupancy Policies upon the adoption of this policy by resolution.

INTRODUCTION

The mission of the Lac du Flambeau Chippewa Housing Authority (LDFCHA) is to develop, operate and maintain affordable housing programs and activities. The purpose of these activities is to provide Tribal membership with decent, safe, and sanitary housing and supportive services that promote self-sufficiency, economic and community development for the Lac du Flambeau Chippewa Tribe on the Lac du Flambeau Reservation.

Once eligibility for admission has been established and a family moves into a unit managed by the LDFCHA, tenants, any members of the tenants' household or guests are expected to abide by these occupancy standards established by the LDFCHA.

This policy provides tenants and their families with the framework and guidelines necessary to ensure a safe and healthy living environment for all those who are living within the community. It is also intended to protect the tribes' investment in its housing resources by detailing the tenants' rights and responsibilities while participating in housing programs as well as the rights and responsibilities of LDFCHA management towards its tenants.

In some cases, the degree of applicability will vary from program to program. Where there are differences, the policy will so note them.

APPLICABILITY

This policy has been designed to:

- Comply with Federal Housing Statutes and Regulations.
- Serve as a guide, for LDFCHA Staff and Board of Commissioners to use for enforcing occupancy standards.
- Provide for consistent, fair, equitable, and uniform treatment of tenants.
- Provide a basis for decision-making by LDFCHA Management, Staff, Members of the CHA Board of Commissioners and Members of the Tribal Council.
- Serve as a training and orientation manual for newly hired Staff and appointed Board of Commissioners.
- Educate LDFCHA tenants and the public on the basis for LDFCHA decisions.

This policy applies to the following:

- Low Income Rental – Single Family Housing units managed by the LDFCHA;
- Low Income Rental – Elderly and Apartment type units managed by the LDFCHA;
- Low Income Housing Tax Credit units managed by the LDFCHA (LIHTC regulations will be attached as an addendum);
- Rural Development 515 Rental Program managed by the LDFCHA (RD regulations will be attached as an addendum); and
- Homeownership units managed by the LDFCHA;

GENERAL

Living in Tribal Housing typically finds families in a more confined atmosphere and requires tenants to abide by certain guidelines established by the LDFCHA to ensure the safety and well being of their family as well as their neighbors.

Some of the responsibilities levied on LDFCHA tenants are obvious, such as:

- Courtesy, quietness and peaceful enjoyment.
- Observation of the Rules of Occupancy.
- Care and maintenance of the dwelling unit and LDFCHA property.

A copy of the Rules of Occupancy policies shall be provided to each tenant, during his or her initial orientation.

During that orientation, the tenant is required to acknowledge receipt and understanding of the Rules of Occupancy.

Note: The LDFCHA Board of Commissioners retains the right to review or amend any section of these policies when it is in the best interest of the LDFCHA, the community or families.

The LDFCHA Board of Commissioners also retains the right to impose sanctions or place a family on High Risk status, per the High Risk policy, when it is in the best interest of the LDFCHA, the community or the family.

SECTION 1

ACCESS TO UNITS

- 1.1 **Tenant Obligations.** Tenants are required to allow LDFCHA staff into their dwelling unit for the purposes of conducting official business.
- 1.2 **Examples.** Examples of official business, which require access to the dwelling unit, are:
 - A. **Inspections.** Performing Inspections (Move-In, Move-Out, Interim, Annual, and Emergency).
 - B. **Home Visits.** Conducting individual counseling on a one-to-one basis (as required).
 - C. **Maintenance.** Performing routine and preventative maintenance and repairs of the premises due to normal wear and tear (excluding MH).

SECTION 2

BURNING

- 2.1 Burning permits are required for: Branches, Brush, Grass and Leaves.
- 2.2 Tenants are not allowed to burn the following items outside or on the yard around/adjacent to their dwelling unit.
 - A. Garbage.
 - B. Tires.
 - C. Recyclables
 - D. Other items as identified by LDFCHA Management or Tribal Natural Resources.
- 2.3 Tenants shall properly dispose of the items noted above, at the local landfill or place them curbside for pick up on the scheduled trash collection days, if items are allowed by the local disposal company.

SECTION 3

BUSINESSES WITHIN THE HOME or ON DWELLING UNIT PROPERTY

- 3.1 **General.** Tenants may, under certain conditions, utilize their dwelling units for in home or outdoor business ventures.
- A. **Written Request Required.** Tenants who desire to operate a small business from their dwelling unit are required to submit a formal written request to the LDFCHA Director before the business venture may be started.
- B. **Request Content.** That request shall include:
1. A brief description of the proposed business.
 2. Start up date.
 3. Anticipated impact of the business on the dwelling unit (if any).
 4. Number of employees.
- C. **Request Approval Criteria.** The LDFCHA Executive Director may grant this privilege when the tenant provides the following assurances and meets the following conditions:
1. The unit shall remain the tenant's principal place of residence.
 2. The business activity shall not disrupt or negatively impact the basic residential nature of the housing site, neighborhood, community, or disturb the tenant's neighbors. This includes excessive numbers of people coming and going from the premises (to include pedestrians and vehicle traffic) that would disrupt public access to area.
 3. The business shall not require any permanent structural changes to the unit that would adversely affect a future tenant's use of the unit.
 4. The tenant has a current business license and liability insurance (as applicable) and has provided Housing with a copy of such documentation.
- D. **Request Approval Notification.** After the LDFCHA Executive Director has reviewed the request, and rendered a decision (for or against), he/she shall notify the tenant of his/her decision in writing.
- E. **Interim Required.** After the first six months of operation, the tenant shall provide the LDFCHA with an Interim Re-certification and when necessary, the LDFCHA staff shall make necessary adjustments to the amount of their monthly rent.

SECTION 4
CHANGES
TO
WRITTEN AGREEMENTS

- 4.1 **General.** The lease is a legally binding document until terminated by either party or until the agreement expires.

- 4.2 **Review Requirements.** At a minimum, the LDFCHA shall review the lease annually to determine if any changes are necessary. Changes could become necessary due to changes in Federal, State, or Tribal Laws/Regulations that affect housing.
- 4.3 **Change Review/Approval Process.** In the event the LDFCHA determines that changes to the lease are necessary, they shall be done through a formal review/approval process:
- A. The LDFCHA Director shall work with the LDFCHA's attorney to draft the recommended changes.
 - B. The LDFCHA Board of Commissioners shall review said changes and approve or disapprove.
 - C. Changes shall apply to all leases in that particular program.
- 4.4 **Methods of Change.** Changes to the lease will be accomplished by re-issuing a corrected/updated version of the lease.

SECTION 5

CLEANLINESS & SANITATION ISSUES

- 5.1 **Cleanliness.** Tenants shall keep the premises of their dwelling unit, both inside and out, in a clean and sanitary condition at all times.
- 5.2 **Garbage.**
- A. Tenants shall not deposit garbage, recyclables, refuse, rubbish or cuttings on any street, road, or common properties, except on scheduled trash/recyclable collection days.
 - B. Tenants shall deposit all garbage, refuse, rubbish and cuttings in suitable containers, as approved by the local disposal company.
 - C. Weekly (curb side) garbage/recyclables pick up. The LDFCHA contracts with a private disposal company for curb side garbage pick-up, within all housing areas, on a weekly basis. This service is provided, at no cost to the tenants, unless tenant regularly puts out more than the allowable amount.
 - 1. Garbage should be at the curbside pick up point on the designated day of the week, preferably the night before. For apartment complexes that have dumpsters, garbage must be in the dumpster provided, the night before.
 - 2. It is the tenant's responsibility to place garbage in approved containers prior to placing it curbside. This is required to ensure that animals do not disrupt it and make a mess. As such, it should be noted that paper bags and paper boxes, are not approved containers.

3. It is also the tenant's responsibility to separate out recyclable materials from their garbage prior to placing it curbside.
4. Recyclables will be picked up on the last Thursday of each month. Tenants are required to place recyclables out the night before.

5.3 **Housekeeping.**

- A. Tenants shall ensure proper housekeeping standards are employed in the upkeep of their unit.
- B. Housekeeping responsibilities include, but are not limited to the following:
 1. Keep common areas (i.e., stairs, hallways, etc.) clean and free of litter.
 2. Keep all rooms in the unit, to include the basement, clean and sanitary.
 3. Properly dispose of trash and garbage/recyclables.
 4. Keep appliances and equipment clean and sanitary.

5.4 **Spring Clean-up Campaign.**

- A. The LDFCHA will encourage tenants to support the Tribe's clean-up campaign.

5.5 **Sanitation.**

- A. The storage of boxes, bottles, cans, equipment or objects that constitute a rodent hazard, in and around the dwelling unit, are not permitted.
- B. Tenants shall refrain from moving furniture, furnishings, and other personal belongings into the dwelling unit that are not in a clean/sanitary condition. For example, knowingly moving in roach infested belongings.
- C. Tenants shall keep their dwelling units clean and free of garbage so as to prevent the infestation of cockroaches, vermin and other pests.
- D. Tenants residing in units shall use reasonable care to keep their dwelling unit clean and prevent health or sanitary problems from arising.
- E. If a pest/insect problem exists, it is the responsibility of the tenant residing in the unit, to notify the LDFCHA so that corrective action can be taken.
- F. Should it become necessary for the LDFCHA to do periodic pest control treatments, they shall notify the tenant.

5.6 **Applicable Tribal Ordinance.** Lac du Flambeau Tribal Ordinance, Tribal Code, Chapter 24, entitled "Solid Waste Management Code" is also applicable and should be referred to for additional information on keeping the premises clean.

SECTION 6
CONDUCT
of
TENANT's, FAMILY and GUESTS

6.1 Criminal Activity.

- A. Tenants, any member of the tenant's household, guest, or other person under the tenant's control, shall not engage in criminal activity, including drug-related criminal activity, on or near the premises.

6.2 Drug Use.

- A. Tenants are not allowed to use or possess illegal drugs within their dwelling units or on the premises of their dwelling unit.
- B. Tenants found to be using or possessing illegal drugs, on or off LDFCHA property, are subject to immediate eviction proceedings.
- C. It is not the policy of the LDFCHA to wait for criminal convictions related to drug use/possession before termination/eviction actions are started. Reasonable proof that illegal drugs/drug paraphernalia were found in the dwelling unit or on the property is sufficient to move forward with immediate termination of the lease and eviction proceedings. For the purposes of this policy, reasonable proof can be established when one or more of the following can be established:
 - 1. A law enforcement agency has conducted a field test on the suspected drugs, at the dwelling unit, and they determined that drugs were present in the unit.
 - 2. A search of the dwelling unit, by a law enforcement agency, revealed that drugs or drug paraphernalia were discovered in the unit and such drugs or drug paraphernalia were removed as evidence.
 - 3. A law enforcement agency has provided the LDFCHA with copies of all incident reports/arrest records/drug test results that implicate a LDFCHA tenant/unit.

6.3 Disturbances.

- A. Tenants, any member of the tenant's household, guest or other person under tenant's control, shall not conduct nor permit loud parties or noisy activities in their dwelling units or on their dwelling unit property, between the hours of 10 p.m. and 10 a.m.
- B. Tenants, any member of the tenant's household, guest or other person under tenant's control, with three or more legitimate complaints for disturbances, within a twelve month period, will be subject to a six month probationary period.

- C. Further noise/disturbance complaints are grounds for termination of their lease and eviction.

6.4 **Violence.**

- A. Tenants, any member of the tenant's household, guest, or other person under the tenant's control shall not engage in acts of violence or make threats of violence, including but not limited to domestic violence.
- B. This includes the unlawful discharge of a firearm in the dwelling unit or on/near the dwelling unit premises.
- C. Documented incidents of domestic abuse or threats of violence are grounds for termination of their lease and eviction.

6.5 **Nuisance.**

- A. Serious and repeated interference with the rights of other LDFCHA tenants (i.e., the tenant's neighbors). In other words, being a nuisance to the community in which the tenant resides. Nuisances include, but are not limited to, the following:
 - 1. Failing to contain a pet that runs loose, barks excessively, etc.
 - 2. Failing to maintain the exterior grounds to the community standards.
 - 3. Failing to remove, or have removed, inoperable vehicles, appliances, furniture, etc. from the yard.
 - 4. Failing to remove, or have removed, refuse or allowing excess debris to build up between garbage removals.
 - 5. Failing to allow other residents in the community the peaceful enjoyment of their accommodations; etc.

Note: The LDFCHA shall investigate complaints that are received on these issues (as noted above) and shall inform the tenant that these complaints/concerns have been received by the LDFCHA. That notification shall be in written form and followed up by personal contact (i.e., a Home Visit) with the tenant. Based on the nature of the complaint, LDFCHA staff may issue a Notice of Termination to the tenant if the issue has not been resolved to LDFCHA management's satisfaction.

6.6 **Reporting Problems.**

- A. Tenants, who want to report a noise complaint, or pass on knowledge of something illegal in nature, should contact the Lac du Flambeau Tribal Police Department first. After the proper law enforcement agency has been notified, then tenants should submit a written complaint to the LDFCHA.
- B. It is the hope of LDFCHA Management that tenants will get along with one another. However, when a problem arises between neighbors, LDFCHA encourages tenants to first discuss the matter with their neighbor(s) in an attempt to resolve the issue.

- C. Tenants who are unsuccessful in resolving problems should feel free to turn in a formal complaint to the LDFCHA Office. Such complaints must be in writing and signed. Upon receipt, they shall be processed in accordance with the LDFCHA's Grievance Policy.

SECTION 7

DAMAGES, REPAIRS and MAINTENANCE

7.1 Prevention.

A. Reasonable Care.

1. Tenants are required to use reasonable care and keep their dwelling unit in such condition so as to prevent health and sanitation problems from arising.
2. Tenants shall not destroy, deface, damage, vandalize or remove any part of the tribally owned premises or project.
3. In order to minimize damage to walls, tenants shall use only those picture hooks and other wall fasteners that have been recommended by the LDFCHA Maintenance Department.
4. The LDFCHA has a re-painting schedule set up for its rental properties and that schedule calls for units to be re-painted every five years using approved standard neutral colors. It is also the policy of the LDFCHA to provide paint to tenants every three years, upon request, provided that tenants agree to undergo training in the correct application of paint. Paint must be purchased from CHA.
 - a. Upon completion of painting by tenant, the LDFCHA will conduct an inspection to determine proper application.
 - b. There will be a charge of \$10.00/gallon for paint that must be mixed to a color other than the standard used in the units. This must be paid in full before the tenant receives the paint. Upon a successful inspection, the tenant will be reimbursed \$5.00 per gallon for the paint they used.
5. Wall bordering is allowed with LDFCHA written approval. If removal is needed, tenant will be billed.
6. In order to prevent damage to the dwelling unit structure, the use of waterbeds in units managed by the LDFCHA is prohibited.

B. Responsibilities of the Tenant.

1. The head of household and his/her spouse are responsible for the actions of all their family members, friends and guests while they are in the dwelling unit.
2. Tenants will be billed and held accountable for the destructive actions of their family, friends, and guests.

- C. **Repairs.** The LDFCHA shall make necessary repairs and improvements to dwelling units, with reasonable promptness, at its own cost resulting from normal wear and tear.

1. Damages to dwelling units which are intentional, due to negligence, vandalism or are caused by the tenant, his/her family or guest(s), shall be repaired by the LDFCHA and billed to the tenant (as noted below).

D. Billing Tenants for Repairs and Damages.

1. Tenants shall be billed reasonable charges (for labor and materials used), for the repair of intentional or negligent damage to their dwelling units which are caused by the tenant, his/her family and/or guest(s).
2. The tenant shall be responsible for prompt payment.
3. Prompt payment is considered to be within thirty calendar days of receipt of the billing statement from the LDFCHA.
4. Failure of the tenant to make payment in full, (or payment agreement if tenant cannot afford) within thirty days, is a lease violation and may be grounds for terminating the lease.
5. Should any member of a tenant's family, or any person subject to the invitation of a tenant, cause damage to any unit or property in a LDFCHA managed project, the head of household (and his/her spouse) shall be held entirely responsible for restitution.
 - a. If repeated damages occur, the tenant's lease may be terminated and eviction proceedings initiated.
 - b. The tenant shall be held accountable for full restitution of all damages caused to the unit.

- E. Beyond Normal Wear and Tear.** While the LDFCHA's Maintenance Department staff shall make needed repairs to the dwelling unit, those repairs that are determined to be beyond normal wear and tear shall be billed to the tenant.

F. Reporting Damages Caused by Others.

1. Quite often, tenants report damages to their unit but insist they are not the one who caused the damage. The damage is often attributed to others whom the tenant did not invite into the dwelling unit or did not have any control over.
2. The LDFCHA is not insensitive to this, however, we have found that it is often used as an excuse to avoid charge for damages.
3. In the event a tenant claims that he/she is not required to pay for damages caused by others (i.e., during a break-in, vandalism, etc.), the following conditions must be met:
 - a. The incident must be reported immediately to the Police Department by the tenant.
 - b. The incident must also be reported to the LDFCHA, by the tenant, in writing, and within 72 hours of the incident. The written statement must include the following information:
 - Tenant's Name.

- Tenant's Mailing Address and Phone Number.
- Tenant's House/Apartment Number.
- Date/Time of Incident.
- Individuals believed to be responsible.
- Tenant's comments regarding the situation.
- A copy of the Police incident report. Individuals who call the police to report damages and/or vandalism are entitled to a copy of the incident report. Obtaining that police report and supplying a copy to the LDFCHA is the responsibility of the tenant - not the LDFCHA.

G. When Work or Repairs are Needed.

Work Order System.

1. The maintenance work order system is designed to track the request, authorization, and execution of all work orders and provides the who, what, when, and where of all maintenance work performed by the LDFCHA. It also accounts for the costs of all maintenance work.
2. The LDFCHA shall not commence work without a work order.
 - a. The only instance, whereby the LDFCHA shall commence work without a work order, is when an emergency occurs during non-regular working hours.
 - b. Under such circumstances, the LDFCHA Maintenance Department employee who responds to the emergency shall initiate a work order on behalf of the tenant the next business day so that the work performed can be documented.

7.2 Tenant Requested Work Orders.

A. Obtaining a Work Order. Tenants may obtain work orders by one of these methods:

1. Call the LDFCHA's Receptionist or Maintenance Inventory Specialist (or his/her designated back-up) at 588-3348 and request a work order.
2. Tenants may also obtain a work order by going directly to the LDFCHA office (i.e., on a walk-in basis) and requesting one from the LDFCHA's Receptionist or Maintenance Inventory Specialist (or his/her designated back-up).
3. 24 Hour Emergency Service – provided 24 hours a day, 7 days a week, emergency coverage after normal business hours at 892-4365.
4. Under no circumstances shall work orders be accepted from tenants on a casual or verbal basis. For example:

- a. A tenant sees a LDFCHA Maintenance Department staff member, outside the office. He/she notifies the staff member that something at his/her home is broken, it needs to be fixed, and requests that they come over to fix it ASAP.
 - b. LDFCHA staff members receiving such requests shall advise the tenant to either call the work order in or go directly to the LDFCHA office to report it.
- B. **Consent to Enter.** The request for a work order by a tenant shall constitute his/her permission for the LDFCHA staff to enter the dwelling unit for the purpose of performing the requested work unless otherwise requested. This is important because it allows the LDFCHA staff to enter whether there is anyone home or not. Emergency work orders are automatic consent to enter.
- C. **Use of Private Contractors.** Tenants are prohibited from calling a private sector contractor to make repairs to their dwelling unit and then directing the contractor to bill the LDFCHA.
1. In the event the LDFCHA can not take care of the needed maintenance/repair, and it is necessary to bring in a private sector contractor, the LDFCHA's Maintenance Department staff shall make those arrangements in accordance with the LDFCHA Procurement Policy.

7.3 LDFCHA Handling of Work Orders.

- A. **Work Orders.**
1. Once notified by the tenant that work needs to be done on the dwelling unit, the LDFCHA Maintenance Department shall open a work order for the needed repairs.
 2. The LDFCHA's Maintenance Department utilizes the work order to prioritize, schedule, and track needed repairs.
- B. **Assigning Work Order Numbers.** The LDFCHA Maintenance Department staff shall determine the status of all work order requests and assign them a number (for accounting/tracking purposes) and a priority (Emergency, Urgent, or Routine).
- C. **Approving Work Orders.** The Maintenance Department Manager shall approve all work orders and assign appropriate maintenance staff to perform the needed repair(s).
- D. **Prioritizing Work Orders.** Work orders classified as emergency, shall be acted upon immediately by the LDFCHA's Maintenance Department. This is necessary to prevent injury to the tenant and mitigate further damage to the dwelling unit.

- E. **Tenant Involvement.** The tenant or the tenant's designee should be present in order for LDFCHA Maintenance Department staff to enter the home and complete routine work order requests.
1. The LDFCHA maintenance staff shall provide reasonable notice prior to scheduling routine maintenance.
 2. Repeated missed appointments for service calls, the tenant will be billed accordingly.
- F. **Completed Work Orders.** Following completion of a work order:
1. The Maintenance staff shall sign off on the work order, upon completion of the work, while at the dwelling unit.
 2. If the tenant (or his/her designate) is home when the work is completed, they are required to sign off on the work order as well.
 3. The Maintenance staff assigned to the job shall report the number of hour's labor involved as well as the type and cost of all materials used.
- G. **Billing.** When maintenance work is performed, and it is determined that the damage or repair requested was due to tenant neglect or tenant inflicted causes, the tenant shall be held accountable and billed for the labor/materials necessary to return the fixture/appliance/unit to its proper working order/condition.

SECTION 8

EMERGENCIES

8.1 Emergencies Requiring LDFCHA Notification/Response.

- A. Emergency notification of LDFCHA staff shall be limited to those emergencies affecting housing units that are under management of the LDFCHA.
- B. Examples include some of the more common emergencies that require LDFCHA notification and response include but are not limited to:
1. An abandoned unit (that needs to be boarded up to secure the unit).
 2. Dog(s) barking incessantly inside the unit with no response from anyone inside.
 3. Entry door(s) and window(s) that have been broken/kicked in (and need to be boarded up to secure the unit).
 4. Fire/flames and smoke are visible coming from the unit. (call 911 first).
 5. A water main break (that requires access to the main shut off valve, inside the house, in order to minimize damage). Water coming from the dwelling unit (that requires access to the main shut off valve, inside the house, in order to minimize damage).

8.2 **Emergencies During Normal Business Hours.**

- A. When emergencies occur, during normal business hours, tenants shall contact the LDFCHA staff, by calling the LDFCHA receptionist at (715) 588-3348.
- B. The receptionist shall ensure that calls are forwarded to the appropriate LDFCHA staff.
- C. LDFCHA staff shall respond to emergencies immediately, upon notification.

8.3 **Emergencies After Normal Business Hours.**

- A. When emergencies occur, after normal business hours, tenants can contact the LDFCHA staff, by calling the emergency Nite-Line at 892-4365.
- B. Call 911 as necessary.
- C. LDFCHA staff shall respond to emergencies immediately, upon notification.

SECTION 9 FENCING/SHEDS

9.1 **General.**

- A. If not already fenced, tenants may fence in their yards at their own expense.
- B. Tenants interested in putting up a fence/shed on the property of their dwelling unit shall submit a written request to the LDFCHA Director, prior to installation.
- C. Tenant is required to get a permit from the Tribe's Land Management office.

9.2 **Tenant Request Content.** The tenant's written request shall include the following:

- A. Unit (house/apartment) address/number (as applicable).
- B. Unit location (project/area).
- C. Narrative description of where the fence/shed will go accompanied by a sketch or drawing of where the fence will go.
- D. Specifications (i.e., dimensions of the fence/shed and type of materials to be used).
- E. Projected start date of work on the fence.

9.3 **Fence/Shed Maintenance.** Once fencing/shed is installed, tenants shall properly maintain it so as not to create an eye sore in the community.

9.4 **Compensation after Move-Out.**

- A. After Move-Out, the tenant shall not be entitled to any monetary compensation for expenses incurred while installing the fence.
- B. If tenant leaves fence/shed after move-out, the fence/shed becomes property of LDFCHA and no compensation will be allowed.
- C. If the tenant has any outstanding liability (i.e., a loan or other financing) for the cost of the fence, that liability may not be assigned to the LDFCHA following a voluntary or involuntary lease termination.
- D. If fencing is removed, the landscaping must be restored to original state.

SECTION 10

FIRES

10.1 **Who to Call.**

- A. In the event of a fire, call 911.

10.2 **After the Fire.**

- A. Following a fire, and Police/Fire Department investigations, the LDFCHA Maintenance Manager shall ensure that the unit is boarded up (if necessary – based on the extent of damage).
- B. The LDFCHA Maintenance Manager shall contact the LDFCHA's Insurance Department to report the fire.
- C. The Maintenance Manager shall also accompany the Insurance Adjuster during his/her site visit.
- D. Following the Insurance Adjusters formal estimate of damages, and amount allowed under the claim, the Maintenance Manager shall schedule repairs as needed being mindful of what we have to work with (dollar wise).

SECTION 11

FLAMMABLES

11.1 **General.** Tenants shall take every precaution to prevent fires from occurring within their dwelling units.

11.2 **Preventative Measures:**

- A. Tenants shall not store flammables (such as gasoline, kerosene, solvents, etc.) inside their dwelling unit. These types of flammable materials shall

be kept, in proper and authorized storage containers, and stored outside the dwelling unit.

- B. Tenants shall make every effort to keep children from playing with matches.

SECTION 12

GRIEVANCES

(Rural Development programs have separate grievance policy)

- 12.1 **General.** Tenants are entitled to submit formal grievances to the LDFCHA if they feel they have valid grounds for such a grievance.
- 12.2 **When to file.** Some of the circumstances, under which a tenant may file a grievance, are:
 - A. The tenant feels he/she has not been getting the level of service they deserve from the LDFCHA.
 - B. The tenant feels he/she is having problems with LDFCHA Staff.
 - C. The tenant feels he/she is having problems with other LDFCHA tenants.
 - D. Disputes (between the tenant and LDFCHA) arising from the terms and/or conditions of the lease (as applicable).
- 12.3 **Grievance/Complaint Form.** This form shall be used by tenants when filing a grievance/complaint.
- 12.4 **Additional Information.** Additional information, regarding the procedures for lodging and resolving formal grievance, can be found in the LDFCHA's Grievance Policy.

SECTION 13

UNAUTHORIZED OCCUPANTS

- 13.1 **General.** Tenants are not allowed to give accommodations to individuals (other than those identified in the lease) without the prior written consent of the LDFCHA.
 - A. Failure, of the tenant, to notify the LDFCHA of changes in household composition is a violation of the lease (as applicable).
 - B. Tenants found to be giving accommodations to individuals, without LDFCHA approval, are subject to termination of their lease (as applicable) and eviction.
- 13.2 **Discovery.** In the event the LDFCHA becomes aware of unauthorized occupants residing in a unit, the following actions shall take place.
 - A. The LDFCHA's Occupancy Specialist shall issue an unauthorized occupancy inquiry to the affected tenant.

- B. The tenant shall have ten calendar days, from the issue date of the unauthorized occupant inquiry form letter, within which to respond.
- C. If after ten days there is no response, a notice of intent letter will be issued.

13.3 Tenant Options.

- A. When confronted with an unauthorized occupant inquiry, tenants shall be offered the opportunity to:
 - 1. **Deny** (in writing) that someone (not previously listed on the family composition form or lease) now resides in the unit;
or
 - 2. **Acknowledge** (in writing) that someone (not previously listed on the household composition form or lease) now resides in the unit.
- B. Tenants shall also be offered the opportunity to have those individuals (not previously listed on the household composition form or lease) added to the family composition.
- C. If a tenant desires to add someone to the household composition, after move-in, and submits a written request to that effect, the request shall be reviewed by the LDFCHA Staff and Director.
- D. The review/approval provisions, outlined in the LDFCHA's Admissions Policy, shall be applied here. This includes, but is not limited to:
 - 1. The tenant completing a new household composition form.
 - 2. The tenant completing a new household income form.
 - 3. The proposed new family member (over 18 years of age) completing a criminal history record check form.
 - 4. The proposed new family member (over 18 years of age) completing the authorization for the release of information forms and must provide social security cards.
- E. The proposed new family member(s) (over 18 years of age) being subject to the provisions of the LDFCHA's Admissions Policy. If he/she is found to be ineligible for housing, based on the criteria in the Admissions Policy, then permission to move in shall be denied.

13.4 LDFCHA Actions.

- A. The Occupancy Specialist shall complete the verifications and other paperwork necessary to properly evaluate the tenant's request. The results shall then be forwarded to the Director for final review and approval/denial.
- B. If denied, the Director shall indicate the reason(s) for denial in his/her response to the tenant.

- C. The Occupancy Specialist shall advise the tenant, in writing, that his/her request to add a new individual(s) to the household has either been approved or denied.
- D. Copies of all related correspondence shall be filed in the tenant's permanent LDFCHA tenant file.

SECTION 14

INSPECTIONS

14.1 General.

- A. The LDFCHA shall conduct inspections of each unit in accordance with the inspection standards outlined in the LDFCHA's Maintenance Policy.
- B. The tenant is obligated to allow LDFCHA to conduct all necessary or required inspections including but not limited to: Move-In, Housekeeping, Structural, and Move-Out Inspections.
- C. The LDFCHA has the right to make inspections of the unit, with prior notification to the tenant to ensure that the interior and exterior of the unit are being maintained in a decent, safe, and/or sanitary condition.
- D. Entry for Inspections (unless an emergency arises) shall be made only during reasonable hours, and after advance notice. That advance notice shall be in written form to notify the tenant of the pending inspection.
- E. In the event the inspection indicates the need for repairs or upkeep, it shall be duly noted on the Inspection Report.

14.2 Post Move-In Inspections.

- A. **When.** Within fourteen calendar days of occupancy, the LDFCHA staff shall inspect the dwelling unit, along with the tenant.
- B. **Purpose.** The purpose of the Post Move-In Inspection is to ensure that all dwelling units are being properly utilized, maintained, and remain safe (structurally) and sanitary.
- C. **Counseling When Needed.** Additional counseling on the unit shall be provided, as requested by the tenant, on the proper operation and maintenance of appliances such as the refrigerator, cook stove, dishwasher, etc.

14.3 Housekeeping and/or Structural Inspections.

- A. **Purpose.** The purpose of the housekeeping and/or structural inspection is to ensure that all dwelling units are being properly utilized, maintained, and remain safe (structurally) and sanitary.
- B. **Frequency.** New and existing tenants shall have inspections every 3 months for the 1st year, twice per year for the 2nd yr. and once per year

thereafter. New tenants must also attend a housekeeping training at move-in.

Note: This housekeeping and/or structural inspection is in addition to the standard move-In and move-out Inspections.

- C. **Who Attends.** During the housekeeping and/or structural inspection, the tenant (or his/her designated representative) and LDFCHA personnel shall jointly inspect the dwelling unit. The results of that inspection shall be documented on the LDFCHA standard inspection report form.
- D. **Recording Inspections.** In addition to the annual inspection report, the housekeeping and/or structural inspection shall be either video taped or photographed.
- E. **Tenant Rights.** The tenant (or his/her designated representative) is encouraged to inspect the dwelling unit carefully and note any deficiencies or concerns on the inspection report.
 - 1. The LDFCHA staff shall ensure that the tenant is advised of his/her right to make comments about the inspection.
 - 2. This is the tenant's opportunity to draw attention to things that are missing or broken, were overlooked by maintenance on previous visits, or need to be fixed.
 - 3. Tenants should make sure such items get noted on the inspection report so that follow-up action, by the Maintenance Department, can be initiated.
- F. **Signatures on the Inspection Report.** At the conclusion of the inspection the tenant (or his/her designated representative) and the LDFCHA staff member(s) conducting the annual inspection are required to sign off on the inspection report.
- G. **Distribution of Inspection Reports.** One copy of the completed inspection report shall be placed in the tenant's file, one copy given to the tenant, and one copy in the tenant's maintenance file. That report shall be retained by the LDFCHA, and used for future reference, should there be disputes following termination of the lease.
- H. **Access to the Unit.** Failure of tenants to allow LDFCHA personnel into the dwelling unit, for the purposes of conducting an annual inspection, or failure of the tenant to cooperate with the LDFCHA on the annual inspection, may be grounds for termination of the lease and eviction.
- I. **Needed Repairs.**
 - 1. If deficiencies are noted during an annual inspection, the LDFCHA shall request that a plan of action for repair/replacement of items be executed between the tenant and the LDFCHA.
 - 2. The plan of action shall indicate a reasonable time frame for the completion of the repair/replacement of items as noted on the inspection report.

3. This plan of action shall also be coordinated with the tenant to assist them in correcting any deficiencies noted.
4. Based on the established timeline, the LDFCHA shall complete follow-up monitoring within thirty calendar days of the initial inspection and may elect to conduct additional inspections to ensure that the tenant is in compliance with the plan.
5. Failure by the tenant to agree to a plan of action shall result in a notice of termination being issued to the tenant for breach of the lease.

14.4 Pre-Move-Out Inspection.

- A. **When.** Pre-move-out inspections shall be done prior to the tenant vacating the unit.
- B. **Scheduling.** The pre-move out inspection shall be scheduled after the tenant provides the LDFCHA with his/her thirty day notice of Intent to Vacate (Terminate the Lease).
- C. **Associated Forms.** Upon receipt of the tenant's notification, the LDFCHA's personnel shall send him/her a copy of the inspection report form. The purpose of this is to provide the tenant with a heads up and identifies those items that shall be checked and may require repair/replacement or cleaning prior to the LDFCHA regaining possession of the unit.

14.5 Move-Out Inspection.

- A. **Purpose.** Upon termination of the lease, a move-out inspection shall be required. The purpose of the move-out inspection is to document the condition of the dwelling unit at the time the tenant vacates and the LDFCHA regains possession of the unit.
- B. **Who Attends.** During the move-out inspection, the tenant (or his/her designated representative) and LDFCHA personnel shall jointly inspect the dwelling unit. The results of that inspection shall be documented on the LDFCHA standard inspection report form.
- C. **Recording Inspections.** In addition to the move-out inspection report, the move-out inspection shall either be video taped or photographed.
- D. **Tenant Rights.** The tenant (or his/her designated representative) is encouraged to inspect the dwelling unit carefully and note any deficiencies that they do not agree with or concerns about the inspection/condition of the dwelling unit, on the move-out inspection report.
 1. The LDFCHA personnel shall ensure that the tenant is advised of his/her right to make comments about the inspection.
 2. This is the tenant's opportunity to draw attention to things that are of concern to him/her.

- E. **Signatures on the Inspection Report.** At the conclusion of the inspection, the tenant (or his/her designated representative) and LDFCHA staff member(s) conducting the move-out Inspection, are required to sign off on the inspection report.
 - F. **Abandonment.** In the event that a tenant vacates without prior notice, or in the case of abandonment, the LDFCHA shall conduct the move-out inspection (less the tenant).
 - 1. Videotaping or use of a camera and proper documentation of the inspection shall be completed as noted above.
 - 2. The inspection report shall be annotated to denote that the unit was abandoned and that the tenant was unavailable for the inspection.
 - G. **Distribution of Inspection Reports.** One copy of the completed inspection report shall be placed in the tenant's file, one copy given to the tenant, one copy in the tenant's maintenance file, and one copy to the finance department. That report shall be retained by the LDFCHA, and used for future reference, should there be disputes following termination of the lease.
- 14.6 **More Information.** Details on scheduling, tenant notification of inspections, the purpose of each type of inspection, what is to be inspected, the procedures for conducting all types of inspections, and how the tenant and LDFCHA deal with deficiencies, can be found in the LDFCHA's Maintenance Policy

SECTION 15

INSURANCE

- 15.1 **LDFCHA Responsibilities.** The LDFCHA is required by law to maintain adequate insurance (i.e., fire and extended coverage) on all units under management. It is important for tenants to note that that coverage is for repair/replacement of the structure and not the personal contents of the household.
- 15.2 **Tenant Responsibilities.**
- A. It is the responsibility of the tenant to obtain their own personal property/contents insurance. This is commonly known as renter's insurance.
 - B. While the LDFCHA shall not take out renters insurance policies for its tenants, the staff can and will provide information on insurance companies in the area who do provide such insurance.
 - C. Upon approval of a written tenant request, the LDFCHA will allow the annual premium to be charged to the tenant ledger provided the tenant repays the LDFCHA within ten months. A nominal service fee will be charged for this service.

- 15.3 **Liability Disclaimer.** The LDFCHA shall not be held legally responsible for any injuries or damages, resulting from the tenant's or the dwelling units' occupant's acts, actions or failure to act.

SECTION 16

KEYS

- 16.1 **Move-In.** At time of move-in, tenants shall be supplied with one set of keys for each entry door of their dwelling unit.
- 16.2 **Lost Keys.**
- A. When a tenant loses a key, the LDFCHA shall replace the lost key, upon request. There is, however, a three dollar (\$3.00) fee for each replacement key made by LDFCHA.
 - B. If the tenant desires a replacement key, he/she must come to the LDFCHA to pick up a replacement key.
 - C. For security reasons, LDFCHA personnel shall only honor requests for replacement keys when that request comes from the head of household.
 - D. Tenants shall pay the three dollar (\$3.00) fee at the time the replacement key is provided to the head of household. A receipt for payment shall be issued to the tenant. No after the fact billing is allowed for this service.
- 16.3 **Returning Issued Keys.**
- A. Tenants are required to return all keys issued to them when they move-out. When move out inspections are done, LDFCHA personnel should make sure all keys fit the doors.
 - B. Tenants who fail to return keys, at time of move-out, shall be billed three dollars (\$3.00) per missing key (to cover replacement costs).
- 16.4 **Lock-Outs.**
- A. In the event a tenant gets locked out, they can contact the LDFCHA Maintenance Department (at 588-3348 or 892-4365 after hours) and ask that the unit be opened for them. Such requests must be from the head of household of the dwelling unit.
 - B. For security reasons, LDFCHA personnel shall only honor requests from the head of household.
 - C. Tenants may be billed a twenty dollar (\$20.00) service fee.
- 16.5 **Lock-Sets.**
- A. If a tenant breaks or damages a lock-set to the point that it needs to be replaced, they shall be billed for actual costs for replacing lock set.

16.6 Changing/Adding Additional Locking Systems.

- A. Tenants are prohibited from changing or adding additional locking systems to the exterior entry doors of their dwelling units unless written request is approved. If request is approved, key will be provided to LDFCHA.

SECTION 17

LEASE RESPONSIBILITIES

17.1 **General.** After a lease agreement has been executed, the terms and conditions of the agreement shall prevail from that day forward and until the agreement is officially terminated.

- A. Prior to occupancy of a dwelling unit the tenant shall execute a lease.
- B. The person(s) who execute the lease shall be held responsible for the actions of their family members, children, other residents, and guests while they are in the leased dwelling unit.
 1. As a part of the occupancy process, tenants are also required to list all occupants of the dwelling unit on the application for admission, family composition form, and within the lease.
- C. The lease shall be executed with an original going to the tenant's permanent LDFCHA file and a copy going to the tenant for his/her records.

17.2 **Signatures.** The head of household and spouse are required to sign the lease. The LDFCHA Director shall sign the agreements on behalf of the LDFCHA.

17.3 **Changes in Status.** Changes, modifications, and amendments to the lease.

A. Tenant.

1. If the tenant (head of household or spouse) passes away, divorces, separates or otherwise changes, then the existing Lease shall be voided and a new one executed by a remaining adult member of the household, provided that person is eligible for continued occupancy.

B. **LDFCHA.** The LDFCHA may change, revise or adopt new lease agreements and policies which affect the tenant's obligations and requirements under the Lease.

1. Such changes require the execution of a new agreement.

SECTION 18

NOTICES

18.1 **Tenant Notices to LDFCHA.** If a tenant desires to formally communicate with the LDFCHA, such contact shall be in writing.

1. This provides the LDFCHA with a means by which tenant notices can be tracked and accounted for.
2. This also provides the tenant with a safeguard in that there is then a record copy of his/her stated concern.

A. **Tenant Notice Content.** At a minimum, notices and correspondence, generated by the tenant, shall include the following:

1. The tenant's full name.
2. The tenant's unit number/apartment number (as applicable).
3. The location of the tenant's unit.
4. The tenant's current mailing address.
5. The tenant's current phone number.
6. Who the notice is intended for. For example:
 - The Director
 - The Compliance Manager
 - The Maintenance Manager
 - Or list the staff member by name (if known)
7. The nature of the correspondence.
8. What action(s) the tenant desires.

B. **Tenant Notice Worksheet.** To help ensure that tenants provide all the needed information, they may use the LDFCHA's Tenant Notice Worksheet. These are available, upon request, from the Receptionist or Occupancy Specialist.

C. **Formal Grievance/Complaint.** If the tenant desires to submit a formal grievance, then he/she shall utilize the LDFCHA's Grievance/Complaint form. The procedures laid out in the LDFCHA's Grievance Policy shall then be applied.

D. **Tenant Generated Termination Notice.** For details on notices associated with tenant responsibilities regarding the termination of the lease, see Section 34 (entitled: Termination of the Lease of this document).

E. **Tenant Generated Notice Delivery Methods.** Notices and correspondence, generated by the tenant, shall be delivered to the LDFCHA in the following manner:

1. Hand Delivered. Hand delivered to the LDFCHA office (Receptionist Desk)
or
2. Mailed. Mailed to the Lac du Flambeau Chippewa Housing Authority office (P.O. Box 187, Lac du Flambeau, Wisconsin, 54538) via Regular or Certified mail.

18.2 **LDFCHA Notices to Tenant.** If and/or it becomes necessary for the LDFCHA to inform a tenant of a problem or legal issue, it shall be done in writing. A notice of

intent to terminate a lease or evict shall advise the tenant of his or her right to review relevant documents in advance of any hearing.

- A. **Notice Delivery Methods.** Proper delivery of such LDFCHA generated legal notices and/or correspondence shall be via any of the following:
1. **In Person.** The Legal Notice may be personally delivered to one of the lease holders by a LDFCHA staff member.
Note: The LDFCHA file copy shall be annotated to show the date and time of delivery, that it was personally delivered, and to whom.
 2. **To any Adult in the Home.** The legal notice may be delivered to any adult member (18 years of age or older) of the household, at the household, by a LDFCHA staff member.
Note: The LDFCHA file copy shall be annotated to show the date and time of delivery, that it was personally delivered to the house, and to whom in the household.
 3. **Affixed to the Home when No One is Home.** If no one is home, at the time the legal notice is delivered to the household, then it may be affixed in a conspicuous place on the premises (i.e., to the front or back door), by a LDFCHA staff member.
Note: The LDFCHA file copy shall be annotated to show the date and time of delivery, that no one was home, and that it was affixed to the premises (give location).
 4. **U.S. Mail.** The legal notice may be mailed to the tenant (at his/her last known address on file at the LDFCHA office) via certified mail, however, the Tribal Code allows for the notice to be sent first class mail.
 5. **Legal Servicing Form.** The method of delivery shall be documented in the file.

SECTION 19

OBLIGATIONS AND RESPONSIBILITIES OF MANAGEMENT

19.1 **General** – ALL Programs.

- A. To the extent feasible, the LDFCHA staff shall endeavor to document conversations, phone calls, and meetings with tenants.
- B. While it is not feasible to track everything, those issues deemed (in the opinion of the staff member) to be significant shall be documented.
- C. To facilitate this, the staff shall utilize the tenant contact record and document in LDFCHA's computer system.

19.2 **Rentals.**

- A. The LDFCHA shall be responsible for maintaining rental units in a decent, safe and sanitary condition.

- B. The LDFCHA shall keep facilities and common areas, not otherwise assigned to the tenant for maintenance/upkeep, in a clean and safe condition.
- C. The LDFCHA shall maintain rental units so as to conform with established building codes and housing regulations.
- D. The LDFCHA shall ensure that the following items, in the rental unit, are maintained in good working order:
 - 1. Electrical
 - 2. Heating
 - 3. Plumbing
 - 4. Water/Sewer
 - 5. Ventilation
 - 6. Other facilities/appliances
- E. The LDFCHA shall make necessary repairs to rental units that are the result of normal wear and tear.

SECTION 20

PARKING RESTRICTIONS

- 20.1 **Heed Signs.** Tenants, tenant's family, and tenant's guests, shall abide by all parking signs posted in the housing areas.
- 20.2 **Where to Park.**
 - A. Tenants, tenant's family, and tenant's guests, are allowed to park their vehicles in the driveway, garage, carport, on the public street/road (without blocking traffic) or in front of the dwelling unit.
 - B. Tenants shall ensure that family, friends and guests only park in authorized/designated areas.
- 20.3 **Where Not to Park.**
 - A. Parking on sidewalks or the lawn is strictly prohibited.
 - B. Parking within ten feet of a fire hydrant is strictly prohibited.
 - C. Failure to park in designated areas can result in local law enforcement issuing a citation and the vehicle being towed away at the owner's expense.
- 20.4 **Number of Vehicles.**
 - A. Tenants who reside in apartment buildings are limited to two vehicles per apartment. Tenants with more than two vehicles may request approval for additional vehicles and parking will be assigned.

- B. Those vehicles must be in proper working order (drivable) and they must have current registration.

20.5 Valid License Plate/Registration.

- A. Only those vehicles with a valid license plate/registration and are in running (operable) order shall be allowed on LDFCHA property.
- B. Vehicles without a valid license/registration or those that are inoperable are considered to be junk vehicles and subject to removal from the property.

20.6 Inoperable Vehicles. Tenants shall not (nor shall they allow family, friends, relatives) to park/store wrecked, inoperable, or non-licensed vehicles within the housing areas.

- A. Vehicles that are observed to be in housing areas for more than thirty calendar days, which appear to be unlicensed, inoperable or abandoned shall be removed from the premises and properly disposed of.
- B. If the tenant fails to remove said vehicles his/her own self, then the LDFCHA Occupancy Specialist shall serve the tenant with an official notice to remove the vehicle(s).
- C. If the tenant still fails to remove said vehicle, ten calendar days after being notified in writing by the LDFCHA, then the LDFCHA's Occupancy Specialist shall make arrangements to have the vehicle removed.
- D. Any costs incurred with the removal of such vehicles, shall be the sole responsibility of the tenant and they will be billed accordingly.

20.7 Repairing/Overhauling of Vehicles. The repairing or overhauling of vehicles is not permitted within the housing areas. This includes the yard and driveway of all homes under the management of the LDFCHA.

A. Exceptions.

- 1. These vehicles may, however, be parked or stored within the housing areas if they are in a closed garage or storage shed.
- 2. These vehicles may also be parked on a street or home site, within the community housing areas, so long as it is for the purpose of loading/unloading and it is done so on a temporarily (less than 24 hours) basis.

20.8 Additional Information. Additional information on vehicles can be found in Lac du Flambeau Tribal Ordinance, Tribal Code, Chapter 24, entitled "Solid Waste Management Code".

SECTION 21

PERSONAL BELONGINGS

21.1 Tenant Responsibilities.

- A. Tenants are responsible for removing all of their personal belongings and all debris from the dwelling unit at the time they vacate.

21.2 LDFCHA Responsibilities.

- A. **Tenant Notification.** If the dwelling unit is not clear of all personal belongings and/or debris, at the time of the move-out inspection, the LDFCHA Occupancy Specialist shall inform the tenant (in writing and mailed to the tenant's last known address) that they have five business days to remove all remaining items in the unit.

- B. **Removal of Personal Belongings.**

1. If, after five business days, those items and debris are still in the unit, they shall be deemed abandoned and the tenant shall forfeit all rights to said items.
2. The LDFCHA's Rehabilitation Department staff shall then make arrangements to remove said belongings and debris, dispose of them as it sees fit, and move forward with the renovation process on the vacated unit. Tenant will be charged for disposal.

21.3 **Financial Liability.** The LDFCHA shall not be held financially liable for any personal belongings removed by the LDFCHA staff after the tenant has been notified and the five business day period has lapsed.

21.4 **Exception - Death of Tenant.** In the event of the death of a tenant, and the dwelling unit is being reclaimed by the LDFCHA, the LDFCHA may postpone final clearance of the unit or temporarily store the deceased tenant's belongings until other family members can claim them.

- A. Such final clearance delays/temporary storage shall not exceed thirty calendar days from the date of death.
- B. The LDFCHA shall make every effort to contact the deceased tenant's next of kin so that the property can be claimed.
- C. After thirty calendar days, all unclaimed property shall be disposed of, at the LDFCHA's discretion.

SECTION 22

PETS, LIVESTOCK And ANIMAL CONTROL

22.1 **General.** Tenants shall comply with the Tribal animal control ordinance and the provisions of this policy with regards to pets and animal control. Tenants must have written approval from the LDFCHA to have pets.

22.2 **Pets.** The LDFCHA will allow only common household pets. This means only domesticated animals such as a dog, cat, bird fish in aquariums (10 gallons or less) or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). If this definition conflicts with Tribal law or ordinance, the Tribal regulation shall govern.

- A. **Number of Pets.** Number of pets are limited based on location, such as single family units versus multi-family units.
- B. **Sanitary Issues.** Tenants shall be responsible for keeping pet feces cleaned up (both inside the dwelling unit and outside) at all times.
- C. **Proper Care.** Tenants shall be responsible for the proper care, feeding and shelter of their pets.
- D. **Dog Houses.** Tenants may buy, build or install a modest outdoor dog house for their dog, however, such shelters shall be removed/disposed of, by the tenant at time of move-out. Such dog houses shall (to the extent possible) be placed on the back side of the lot, out of view from the street.
- E. **Pet Weight Restrictions.** Pets are limited in weight to no more than fifty pounds except in the case of a service animal. We will take direction from the BOC regarding this.
- F. **Vicious Animals.**
 - 1. No vicious or otherwise dangerous pets shall be allowed (i.e., Pit Bulls, Doberman Pinscher, American Boxer, Rottweiler, or other large/aggressive dogs, wolf hybrids or other wild animals) in units under management by the LDFCHA.
 - 2. Tenants shall be warned only once regarding the need to get rid of a problem pet. Thereafter, appropriate local agencies shall be contacted.
 - 3. The LDFCHA reserves the right to terminate a lease when a tenant fails to cooperate or remove a problem pet(s) from the premises.
- G. **Liability.**
 - 1. Tenants shall assume all liability resulting from damages to the dwelling unit and/or its occupants which are caused by the tenant's pet(s).
 - 2. Tenants shall be held liable for any damages to shrubs, lawn, flowers or grounds caused by their pet(s). The cost of repairing such damages shall be billed to the tenant's account.
 - 3. Should a tenant keep a vicious or otherwise dangerous pet, in violation of LDFCHA policy, and the pet hurts another party, then the tenant shall be liable for all damages, medical bills, or legal claims filed by the affected party.
 - 4. The LDFCHA shall not assume any liability for the well being or safety of a tenant's pet(s).

22.3 Livestock.

- A. Tenants are not allowed to keep livestock of any kind, in the dwelling unit or on the premises of dwelling units managed by the LDFCHA.
- B. Examples of prohibited livestock include, but are not limited to, the following:
 - 1. Chickens
 - 2. Cows
 - 3. Horses
 - 4. Pigs
 - 5. Other farm animals, etc.

22.4 Animal Control.

- A. Pets shall be chained, leashed or fenced in at all times while outdoors.
- B. While there is a requirement to keep pets chained or leashed at all times while outdoors, they are not to be chained or leashed to trees, shrubs, or other community property.
 - 1. Chaining or leashing to such items can damage them and harm the pets as well.
 - 2. Should such damage occur, the tenants shall be held responsible.
- C. If the tenant has been notified and fails to keep his/her pet chained, leashed or fenced, the LDFCHA shall notify Animal Control and have the pet removed from the housing area. This shall be done at the expense of the tenant.
- D. If LDFCHA removal of the pet is required, the tenant shall not be allowed to have any other pets on the premises (caged song birds excluded) for the duration of tenancy.
- E. Tenants are also encouraged to review Lac du Flambeau Tribal Ordinance, Chapter 50, regarding "Animal Control". That ordinance contains information on the tenant's obligations with regards to having the pet registered and vaccinated.

SECTION 23

RENT PAYMENTS

23.1 **General.** Per the terms and conditions laid out in the lease, rent payments are to be paid to the LDFCHA promptly when due.

23.2 Payments.

- A. **Payment Due Date.**
 - 1. Per the lease, rent payments are due and payable to the LDFCHA on the 1st day of each month.

B. Payment Method.

1. ALL payments shall be in the form of a personal check, bank check (cashiers), cash, or money order and made payable to the Lac du Flambeau Chippewa Housing Authority.

C. NSF Checks.

1. In the event a tenant makes payment, by use of a personal check and that check is returned by the bank for non sufficient funds (NSF), the tenant shall repay the LDFCHA the amount of the original check(s) plus a returned check fee of \$25 - per check.
2. The LDFCHA shall not accept future payments in personal checks, from those tenants whose checks bounce due to NSF for a six month period.
3. Continuous violations will result in tenant being required to make future payments via cashiers check, cash, money order or direct deposit.

23.3 LDFCHA Actions Following Late Payments.

- A. Rent payments, not received by the 10th day of the month, shall be considered delinquent, unless tenant has approved payroll deduction.
- B. Should a tenant's account be delinquent, the LDFCHA's staff shall take a number of steps to collect and/or terminate the tenant's lease.
- C. Those actions shall be accordance with this document and the LDFCHA's Rent and Collection Policy.
- D. In summary, those steps include:
 1. **10th of the Month.**
 - a. If payment has not been received by the 10th, the Occupancy Specialist shall prepare and sign a delinquency notice.
 - b. The notice shall be mailed to the client via regular first class mail.
 2. **20th of the Month.**
 - a. If payment has not been received by the 20th, the Occupancy Specialist shall prepare a notice of intent to terminate lease.
 - b. The LDFCHA Director shall review and sign this notice.
 - c. The notice shall be mailed to the tenant via 1st Class Mail marked "Important".
 3. **End of the Month.**
 - a. If payment has not been received by the end of the month, the Occupancy Specialist shall prepare a TERMINATION OF LEASE AND DEMAND FOR POSSESSION Notice.
 - b. The LDFCHA Director shall review and sign this Notice.

- c. This notice shall be mailed to the tenant via 1st Class Mail marked "Important".
 - d. Upon expiration of the time allowed to vacate (ten days), the LDFCHA will commence eviction proceedings.
 - e. A statement of claim for eviction shall be forwarded to the Tribal Court so that legal action may be initiated.
 - f. The Tribal Court shall notify the tenant of the scheduled hearing date.
- E. Tenants will be charged a \$25 processing fee once legal action has been initiated.
- F. **Payroll Deduction Exception.**
1. If a tenant is making his/her monthly payment via payroll deduction, there may be times that the payment does not arrive at Housing by the 10th of the month. This is caused when the employers pay period does not coincide with the 10th of the month.
 2. LDFCHA staff shall ensure that tenants are not penalized for this type of payment arrangement.
 3. Additionally, LDFCHA staff shall ensure that the delinquency process is not started for those tenants who make their payments via payroll deduction and whose payroll deduction is still in force.

SECTION 24

RE-DETERMINATION of RENT PAYMENTS

24.1 General.

- A. The LDFCHA has elected to continue with Annual and Interim Re-Certifications for the purposes of re-determining monthly rent payments.
- B. Tenants are required to fully comply with the LDFCHA's Annual and Interim Re-Certifications Process.
- C. When there is an Annual or Interim Re-Certification, tenants are required to provide the LDFCHA with accurate, up-to-date information, in a timely manner. At a minimum, that includes:
 1. An update on ALL sources of Household Income.
 2. An update on ALL places of Employment.
 3. An update on the Household Composition.
- D. Annual/interim certifications should not reflect zero income due to lack of ability to meet necessary expenses such as those outlined in the attached "Affidavit". Tenants with zero income may not be eligible to live in LDFCHA units due to lack of repayment ability. When an existing tenant reports no income from employment, cash contributions, Department of

Social Services, Social Security Administration, Veterans Administration, Unemployment, etc., recertification should be done at that time. When the signed "Affidavit" reflects no income from other sources, the following items will be required every 90 days after recertification. The following documents should be requested by the LDFCHA and provided by the tenant to be included in the tenant file:

1. Statements from the following agencies showing that no financial benefits to any family member are being provided:
2. Economic Support Office (TANF, General Assistance)
3. Social Security Administration (Department of Health and Human Services)
4. U.S. Veterans Administration – this statement is only required from families with an identified veteran of military service
5. Unemployment Compensation Office
6. Child Support Office

If any of the documents listed above show a source of income, the recertification should reflect that income. The LDFCHA is to keep the original statements in the tenant's file for review during regularly scheduled supervisory visits.

The LDFCHA will request wage match information on all tenants showing zero income.

- E. The LDFCHA shall verify household income and household composition information, in accordance with the procedures outlined in the LDFCHA's Admissions Policy.
- F. Based on the findings of those reviews, the LDFCHA shall recalculate rent payments. That can result in one of three things happening:
 1. An INCREASE in monthly payments
 2. A DECREASE in monthly payments
 3. The monthly payments stay the SAME

24.2 Annual Re-Certifications.

A. LDFCHA Notification.

1. The LDFCHA's Occupancy Specialist shall notify the tenant of the pending Annual Re-Certification.
2. The Occupancy Specialist shall utilize the LDFCHA's Annual Re-Certification Notice form letter to notify tenants of the Annual Re-Certification process.
 - a. The Re-Certification Notice shall be sent out ninety calendar days prior to the end of the Lease in which the Re-Certification is due.
 - b. This allows the tenant sufficient time to gather information and provide it to the LDFCHA.

- c. This also provides sufficient time for the LDFCHA Occupancy Specialist to do the necessary verifications, make adjustments to the monthly payments (where necessary), and notify the tenant of any changes.
- d. At a minimum, the following LDFCHA forms shall be required for Re-Certification.
 - Tenant Income Questionnaire
 - Release of Information

- B. Consequences of Not Complying with the Annual Re-Certification.** Failure of the tenant to comply with the Annual Re-certification process, or failure to report changes in income/household composition to the LDFCHA, in a timely manner, can result in termination of the lease.
- C. Results.** The results of the Annual Re-Certification shall be annotated on the Tenant Itemized Worksheet, for NAHASDA units or the Tenant Income Certification for Rural Development and Tax Credit Units.

24.3 Interim Re-Certifications.

- A. When Interim Re-Certifications Occur.** Interim Re-Certifications shall occur when the LDFCHA staff learns of any changes in a tenant's Household Income/Household Composition or when the tenant notifies the LDFCHA of any changes in his/her Household Income/Household Composition which occur in-between Initial Certification and/or Annual Re-Certifications. For example:
1. **Changes to Household Income.** Changes affecting income, including the loss or addition of any Family member's income, retirement, commencement of or discontinuance of public assistance, entry into or discharge from the military, unemployment or re-employment shall be promptly reported to the LDFCHA.
 2. **Changes to Household Composition.** Changes affecting family status, such as loss of a family member through death, divorce, or other circumstances or the addition of a family member shall be promptly reported to the LDFCHA.
 3. **When to Report.** When there is a change in the tenant's household income or household composition, the tenant is required to notify the LDFCHA, within ten business days of the change.
 4. **How to Report.** To facilitate the Interim Re-certification process, tenants must complete the "Tenant Request for Recertification" forms.
 5. **LDFCHA Verifications.** Upon receipt of the written notification of change, from the tenant, the LDFCHA's Occupancy Specialist shall initiate the Interim Re-Certification. This shall include conducting the necessary verifications, making adjustments to the monthly payments (where necessary), and notifying the tenant of the change.

6. **Tenants Failure to Report Changes.** Interim Re-Certifications shall also be done when the LDFCHA determines that a change in Household Income/Household Composition took place but the tenant misrepresented the facts, failed to report the change (either intentionally or unintentionally), or unnecessarily delayed reporting the change (either intentionally or unintentionally).
- a. Under these circumstances, the Occupancy Specialist shall conduct the verifications, make adjustments to the monthly payments (where necessary), and notify the tenant of any changes.
 - b. Adjustments shall be made retroactive to the date of change (not applicable for Section 42 or RD 515).
 - 1/ In other words, if Housing determines that the tenant made misrepresentations that resulted in the paying of a lower rent than he/she should have paid whether deliberately or inadvertently, then the tenant shall be required to pay the difference between what was paid, and what should have been paid.
 - 2/ Additionally, if the tenant is found (at any time) to have failed to report changes in household composition or income and such changes would have required the tenant to make higher monthly payments, then the increased monthly payments shall be made retroactive to the date the changes occurred.
 - c. Tenants are reminded that failure to report such changes within 10 business days of when they occur constitutes fraud and a breach of the tenant's lease. That, in turn, can lead to termination of the lease and eviction and further assistance. For the Tax Credit and Rural Development programs, can lead to recapture of unauthorized assistance.

24.4 Decreases in Rent Payments.

- A. **Effective Date of Decreases** in rent payments shall go into effect on the 1st day of the month following the month in which the reported household income/household composition change occurred.
 1. **For Example (as illustrated below):** The date of the household income decrease was June 4th. The tenant reported the change to housing on June 8th and it is determined that the Rent Payment needed to be decreased. The effective date of the decreased monthly payment shall be July 1st.
- B. **Cut off Date for Reporting Changes.** Decreases shall go into effect, as noted above, only if the tenant advises the LDFCHA of the decreased household income, in writing before the 15th of the month.

1. **For Example (as illustrated below):** The date the household income decreased was June 1st, however, the tenant did not provide the LDFCHA with written notice of the decrease until June 29th. While the LDFCHA's staff determined that the rent payment needed to be decreased, the late tenant notification caused the decrease to go into effect on August 1st.

24.5 Increases in Rent Payments.

- A. **Effective Date of Increase.** Increases in rent payments shall go into effect on the 1st day of the 2nd month following the income change. Except in the case of Rural Development units which go into effect the following month.

1. **For Example:** If the tenant's date of re-examination was on June 12th and it is determined that the rent payment needs to be increased, then the effective date of the increase shall be August 1st

- B. **Tenant Delays in Reporting Increases.** Tenant delays in reporting changes to household income, which result in increased monthly payments, shall not have the implementation/effective date of that increase postponed due to their delay in reporting.

Rational: Tenants often delay reporting increases in income simply to avoid higher rent payments.

24.6 Adjustments Due to Errors.

- A. **LDFCHA Errors.** If the LDFCHA makes an error in calculating a tenant's monthly payment, and either the LDFCHA or the tenant subsequently discovers it, a retroactive adjustment shall be made.

1. If it turns out that the LDFCHA has over charged the tenant, the tenant shall be given a credit.
2. If it turns out that the LDFCHA has under charged the tenant, the tenant shall not be penalized. In other words, the LDFCHA shall not back date and demand retroactive payments. The tenant shall be given reasonable notice, of the increase per Section 24, Para 24.5. above.

- B. **Tenant Errors.** If the LDFCHA determines that false or incorrect information was submitted by the tenant, the LDFCHA has the right to take corrective action and demand full restitution of payments due.

1. If it is found that a tenant has misrepresented the facts upon which his/her rent payment is based, so that the rent payment he/she is paying is less than what he/she should have been charged, the increase in rent payment shall be retroactive to the applicable date.

2. If the LDFCHA determines that a tenant error was unintentional and innocent, the LDFCHA will not seek to recover payments further than twelve months in the past.
- C. **Tenant Repayment** - Tenants will comply with LDFCHA collection policy. Failure, on the part of the tenant, to honor the terms and conditions of the pay back agreement, is grounds for termination of the lease agreement and eviction.
- 24.7 **Documenting the Results of Re-Certifications.** In all cases, the results of the Annual and Interim Re-Certifications shall be documented on the LDFCHA's Tenant Itemized Worksheet, for NAHASDA units or the Tenant Income Certification for Rural Development and Tax Credit Units.
- 24.8 **Additional Information.** Additional details, on the procedures for Initial and Annual Re-certifications and the re-determination of rent/homebuyer payments, can be found in the LDFCHA's Rent and Collections Policy.

SECTION 25

RELOCATION ASSISTANCE DUE TO EMERGENCY SITUATIONS

- 25.1 **General.** At times, it may be necessary to temporarily relocate a family in a unit managed by LDFCHA, due to an emergency situation which has rendered the dwelling unit unsafe.
- 25.2 **Emergency Defined.** For purposes of this Policy, an emergency is defined as "the need for urgent action in order to safeguard the life and health of a tenant and/or his/her family". Some common emergency situations include, but are not limited to:
- A. Pest Control (when the tenant has a documented allergy that is triggered by chemicals used).
 - B. Fires.
 - C. Natural Disasters (i.e., wind storms, tornadoes, earthquakes, etc.).
 - D. Loss of Essential Services (i.e., electrical service, water, etc.) that are not caused by tenant.
- 25.3 **Hotel Accommodations.** The LDFCHA may provide the family with hotel accommodations. The following guidelines shall be utilized when providing such accommodations which are based on the nature of the temporary relocation.
- A. **Pest Control.**
1. Periodically the LDFCHA may be required to perform Pest Control (i.e., spraying or fogging) in an occupied unit. Under such circumstances, and when it is known that a family member residing

in the unit to be treated is allergic to the chemicals used, then they would qualify for temporary relocation.

2. Said temporary relocation is considered to be in the best interests (health wise) of the family member.
3. Temporary relocation, for Pest Control, is limited to 24 hours. In extreme cases, that can be extended to 48 hours.
4. See Section 5 (entitled: Cleanliness and Sanitation Issues) of this document for additional information.

B. Fire.

1. Should a fire destroy all or part of a families dwelling unit, and it is determined that it is no longer safe to reside there, then the LDFCHA shall provide short term relocation to a hotel until a more permanent housing alternative can be arranged.

C. Natural Disaster.

1. Should a natural disaster destroy all or part of a families dwelling unit, and it is determined that it is no longer safe to reside there, then the LDFCHA shall provide short term relocation to a hotel until a more permanent housing alternative can be arranged.

D. Loss of Essential Services.

1. When essential services (i.e. sewer, water, electricity, L.P. Gas) are temporarily unavailable to a family's dwelling unit, due to circumstances beyond their control, then they are eligible for short-term relocation assistance.
2. Examples of when this may be applicable are:
 - a. A construction crew cuts a line and it will take time to fix it.
 - b. A fire or natural disaster disrupts services in the area and it will take time for the service provider to restore them.
3. Having such essential services cut off (by the Service Provider) due to non-payment is not considered to be an emergency beyond the families control. Consequently, when a family does not pay their utility bills, they do not qualify for short-term relocation assistance.

25.4 Hotel Arrangements.

A. Tenants.

1. Tenants are not allowed to seek out and make their own hotel accommodations.

B. LDFCHA.

1. **Hotel.** The LDFCHA will make necessary hotel arrangements to house tenants on a temporary basis.

2. **Directors Approval Required.** The use of hotel accommodations, shall be restricted to emergency situations, and requires the written approval of the LDFCHA Director or his/her designate (during his/her absence).

C. Payment for Hotel Accommodations.

1. **LDFCHA.** The LDFCHA shall only be responsible for payment of the daily room rate – nothing more.
2. **Family.** While utilizing hotel accommodations, payment for meals, room service, telephone, and other incidental expenses incurred by the family are the responsibility of the family – not the LDFCHA.

25.5 When Other Housing Becomes Available.

- A. If after a family has been placed in a hotel and another home becomes available the family must move to the alternative housing provided by the LDFCHA).
- B. Failure to do so will result in notification being sent to the family and the hotel advising them that the LDFCHA will no longer be paying for their accommodations and that continued residency there will be at the family's expense.

25.6 Tenants Right to Refuse. If a family is in need of housing, due to an emergency situation and they refuse accommodations provided by LDFCHA then LDFCHA is under no further obligation to help the family secure shelter. In other words, the family is free to find its own housing alternative and at its own expense.

SECTION 26

RELOCATION ASSISTANCE DUE TO RENOVATIONS

26.1 General. While the LDFCHA shall make every effort to minimize disruptions to its tenants and their families living conditions, there may be times when this is unavoidable. Should it become necessary for the LDFCHA to temporarily relocate a family due to a scheduled rehabilitation project, then the following shall apply.

26.2 Notification.

- A. The LDFCHA's Occupancy Specialist and Rehabilitation Department shall coordinate on the notification of the affected family.
- B. The actual notification letter shall be prepared and sent out by the Occupancy Specialist.
- C. The affected family shall be provided with a written notification, of their need to move, at least thirty calendar days in advance of the scheduled

rehabilitation. This allows ample time for the family to prepare for the move.

- 26.3 **Actual Move.** The tenant shall be responsible for making the necessary moving arrangements and be moved out of the home by the date indicated on the notice.
- 26.4 **Payment for the Move.** The LDFCHA shall be responsible for the payment of the families moving expenses. Such payments shall be in accordance with the LDFCHA's Relocation Assistance Policy.
- 26.5 **Return Move.** Tenants who are temporarily displaced due to a renovation project must return to their original unit within fourteen days of notice once the renovation work has been completed.

SECTION 27

SECURITY DEPOSIT

- 27.1 **General.** Tenants participating in the Low Income Rental Program (which include single family homes, elderly apartments, and other apartments), Tax Credit Program and Rural Development 515 Rental Program shall pay a Security deposit prior to move in unless other arrangements are made.
- A. **Amount.** The LDFCHA has set the Security Deposit rate equivalent to the ceiling rent for that unit. Rural Development programs require security deposit to be equal to the basic rent charge. Tax credit programs security deposit will be equal to the monthly charge.
- B. **Tenant Use of Security Deposit Funds.** Tenants can not draw on their security deposit funds, while occupying a unit, for the purposes of meeting housing related expenses (i.e., rent, repairs, utilities, etc.).
- C. **Non-Interest Bearing.** Tenant security deposits shall be held separate from other housing funds. These funds are non-interest bearing.
- D. **Use during Transfers.**
1. The security deposit is non transferable. In other words, if a tenant is being transferred to another unit, the security deposit may not be transferred to the new unit.
 2. Tenants shall provide the LDFCHA with a new security deposit for the new unit.
 3. The security deposit from the old unit shall be disposed of in accordance with Section 27, Para E below.
- E. **Return of the Security Deposit.** The security deposit shall be returned to the tenant, within 45 calendar days of move out, less any outstanding obligations of the tenant. Obligations that could be deducted from the security deposit include (but are not limited to):
1. Back (past due) Rent.

2. The cost of repairs to the unit (less normal wear and tear) or good faith estimate.
 3. Other charges owed by the tenant.
- F. **Close Out Settlement.** Any fees deducted from the Security Deposit, by the LDFCHA, shall be accounted for on the "Close Out Settlement Statement" form.

SECTION 28

SATELLITE DISHES

28.1 **Satellite Dish.**

- A. Tenants are not allowed to install a Satellite Dish (for T.V. reception) on the roof of their dwelling unit because drilling holes to secure it can cause problems with water leaking into the home when it rains/snows.
- B. Tenants wishing to install a Satellite Dish must first request permission from the LDFCHA.
1. The request, from the tenant, shall be in writing.
 2. The LDFCHA Director shall review and approve all such requests.
 3. The LDFCHA Director shall notify the tenant, in writing, of his/her decision within five business days of receipt of the tenant's request.
- C. Satellite dishes may be installed on a metal pole that is securely anchored in the ground.
1. The dish shall be grounded to prevent electrical fires that could be caused by lightening hits.
 2. Installation shall be at the tenant's expense.
 3. Upon move-out, the tenant shall be responsible for removal and disposal of the dish, pad, and all cabling.
 - a. Tenants are not eligible for any type of reimbursement for expenses (from the LDFCHA) that they might have incurred during the installation of a Satellite dish

SECTION 29

SMOKE DETECTORS

- 29.1 **General.** Smoke detectors have been installed in all units that are under the management of the LDFCHA.
- A. Tenants shall not tamper with, disconnect, or remove smoke detectors. Tampering with, disconnecting, or removing smoke detectors from a dwelling unit are grounds for Termination of the Lease and Eviction.
- B. Tenants shall ensure that smoke detectors are in proper operating order at all times.

- C. Tenants are responsible for the purchase and replacement of smoke detector batteries (as required).
- D. If the smoke detector is not operating correctly or if the tenant needs assistance, they shall notify the LDFCHA immediately.

SECTION 30

SUB-LETTING

30.1 Rentals.

- A. Tenants in the rental programs are prohibited from assigning, sub-letting, or transferring possession of the premises to any other individual.
- B. Tenants found to be doing so, are subject to termination of their lease.

SECTION 31

STRUCTURAL CHANGES/MODIFICATIONS

31.1 Structural Changes/Modifications - Rentals.

- A. Tenants residing in rental units are not allowed to make any type of structural changes or modifications to their dwelling unit. Doing so is grounds for termination of the lease and eviction.
- B. Exceptions:
 - 1. **Handicap Accessible Ramp.**
 - a. If such a ramp is required, the tenant must submit a written request to the LDFCHA Director, prior to installation, indicating why the ramp is needed.
 - b. The LDFCHA Director shall review and approve/disapprove all such requests.
 - c. Generally speaking, the funding and installation of such ramps is the responsibility of the tenant – not the LDFCHA's.
 - d. If the tenant is seeking help from the LDFCHA to fund/install such a ramp, they must first demonstrate (in their written request) that no other funding source was available. The LDFCHA Board of Commissioners must approve all such funding requests. If/when funding/manpower are available the LDFCHA may fund/install such ramps.
 - 2. **Central Air Models.**
 - a. Professionally installed central air conditioning units may be installed in certain situations with prior written approval from the LDFCHA Director and in cooperation with the Maintenance Manager.
 - b. Installation must be mounted on a cement slab next to the house.

- c. The cost of installation, and increased utility costs, shall be paid by the tenant – not the LDFCHA.

C. Compensation after Move-Out.

1. After Move-Out, the tenant shall not be entitled to any monetary compensation for expenses incurred while installing the handicap assessable ramp or central air unit.
2. If tenant leaves handicap assessable ramp or central air unit after move-out, the handicap assessable ramp or central air unit becomes property of LDFCHA and no compensation will be allowed.
3. If the tenant has any outstanding liability (i.e., a loan or other financing) for the cost of the handicap assessable ramp or central air unit, that liability may not be assigned to the LDFCHA following a voluntary or involuntary lease termination.

SECTION 32

**SUCCESSION
UPON**

SEPARATION, DIVORCE, DEATH, MENTAL INCAPACITY

32.1 **General.** While one does not like to think about the possibility of losing a loved one, for any reason, it does happen. Often times, LDF Tribal Enrollment status and the tribes desire to provide enrolled LDF tribal members with priority in housing also becomes an issue in these situations and minor children are caught in the middle. In order to ensure tribal members continue to receive priority for available housing units, and to keep disruption to the family at a minimum, the following guidelines shall apply:

Rentals: NOTE: The successor or remaining adult member must meet program eligibility criteria.

32.2 **Separation/Divorce/Death – Involving two (2) Enrolled Tribal Members.**

- A. **Review of Need.** If two unmarried or two married LDF enrolled tribal members have been leasing a dwelling unit, and one dies or they separate/divorce, the LDFCHA shall review their future housing needs and to the extent feasible, provide housing that meets that need.
- B. **Re-determining Bedroom Size for Family.** The LDFCHA shall match the family's future housing need to the appropriate bedroom size. The Bedroom Size/Occupancy Standards table, located in the LDFCHA's Admissions Policy, shall be used as the basis for making this determination. Several options then come into play.
 1. One or both individuals might have to move to another unit.
 2. One might be allowed to remain in the current dwelling unit while the other must move.

- C. **Custody Issue.** The decision of LDFCHA management may also be influenced by a court order that affects custody of minor children. LDFCHA staff shall be provided with copies of court orders prior to making their recommendations for housing alternatives.

32.3 **Separation/Divorce/Death – Involving one (1) LDF Enrolled Tribal Member and one (1) NON Tribal Individual.**

- A. **General.** Under the circumstances noted below, the LDFCHA shall review their future housing needs and to the extent feasible, provide them with housing that meets that need. The LDFCHA has no obligation to provide housing for non-members of the Tribe, except as specifically stated in these policies.
1. **Scenario One:** Two individuals were leasing a dwelling unit from the LDFCHA and they later separate/divorce. One of them was an enrolled LDF tribal member and the other was a non-tribal individual.
 2. **Scenario Two:** Two individuals (married or otherwise) were leasing a dwelling unit from the LDFCHA and one of them dies. The one who died was the enrolled LDF tribal member. The other was a non-tribal individual.
- B. **Enrolled Member.** In most cases, and if still eligible, the enrolled LDF tribal member shall continue to receive housing (based on continued eligibility and demonstrated need – i.e., remaining family size).
- C. **Non-Tribal Individuals.** In most cases, the non-tribal individual without tribal children would be required to vacate the dwelling unit and would not be eligible for future housing assistance.
1. If the non-tribal individual is directed to vacate the premises, the LDFCHA shall provide him/her with a written notice of their need to vacate and allow adequate time to relocate.
 2. Adequate time is considered to be thirty calendar days, however, if circumstances warrant, this can be extended to a maximum of sixty calendar days, or end of lease, whichever is greater.
- D. **Rights of Non-Tribal Individuals for Continued Occupancy.** Under certain circumstances, the non-tribal Individual could continue to receive housing (based on demonstrated need – i.e., remaining family size).
1. In order for this to happen, minor children (those under the age of 18) have to be part of the equation.
 - a. More specifically, those minor children would have to be enrolled LDF tribal members.
and/or
 - b. The non-tribal parent would have to have been awarded “legal” custody of those minor enrolled LDF tribal members.

2. If a non-tribal individual is allowed to stay in the existing dwelling unit (or is awarded one that better meets his/her current housing needs), they shall only be allowed continued residency until such time as the youngest enrolled LDF tribal member reaches the age of 18.
 3. At that time, the non-tribal individual shall be given written notice that he/she has thirty calendar days in which to vacate the dwelling unit.
 4. The now adult enrolled LDF tribal member may:
 - a. Apply for housing under the LDFCHA's Admissions Policy, or
 - b. Seek permission from the LDFCHA or LDFCHA Board of Commissioners, to assume the lease of the dwelling unit formerly held by their non-tribal parent.
 - c. In either case, the teen LDF tribal member would have to meet the eligibility criteria, as outlined in the LDFCHA's Admissions Policy.
- E. **Re-determining Bedroom Size for Family.** As noted above, the LDFCHA shall match the LDF enrolled tribal members family and the non-tribal Individual (with custody of enrolled LDF tribal members – minor children) future housing need to the appropriate bedroom size. The bedroom size/occupancy standards table, located in the LDFCHA's Admissions Policy, shall be used as the basis for making this determination. Several options then come into play.
1. One or both individuals might have to move to another unit.
 2. One might be allowed to remain in the current dwelling unit while the other would have to move.
- F. **Custody Issue.** The decision of LDFCHA may also be influenced by a court order that affects custody of minor children. LDFCHA staff shall be provided with copies of court orders prior to making their recommendations for housing alternatives.
- G. **Waivers.** The LDFCHA Board of Commissioners can recommend that this policy be waived, for humanitarian reasons, if circumstances warrant. Such waivers shall be considered, on a case-by-case basis, if the affected non-tribal Individuals ask for such a waiver to said policy.

SECTION 33

TEMPORARY ABSENCES

33.1 General.

- A. At times, tenants may have a need to be gone from their units to attend to "short term" needs. Typically this maybe for participation in the Military, Drug/Alcohol Rehabilitation/Treatment programs or other Medical reasons, Incarceration, School and Employment.

- B. For purposes of this Policy, short term shall mean - a period of time not to exceed sixty calendar days.

33.2 **Short Periods of Absence.** If a tenant is going to be in a Drug/Alcohol Rehabilitation/Treatment program for a short period of time or is to be incarcerated for a short period of time, they can retain their unit under certain circumstances. Their options are:

A. **Designate a Responsible Adult.**

1. The tenant can designate a responsible adult to look after the unit during his/her absence.
2. In so doing, the tenant is still responsible for monthly payments, utilities, and upkeep of the unit.
3. If a designated person causes or allows another person to cause damage to the unit during the tenant's absence, the tenant shall still be held liable for damages caused to the unit.

B. **Board Up the Unit.**

1. If the tenant can not find a responsible adult to look after the unit during his/her absence, the tenant may ask the LDFCHA to temporarily board up the unit.
2. This ensures that the unit will not be vandalized during the tenants' absence.

33.3 **Tenant Request Procedures.** To be considered for either option, the tenant must first request permission from the LDFCHA Director.

A. The request, from the tenant, shall be in writing.

1. In order to evaluate the tenant's request certain documentation is required. The tenant shall provide the LDFCHA with documentation stating the length and reason for absence.

B. The LDFCHA Director shall review and approve all such requests.

1. In making that decision, the LDFCHA Director shall weigh the tenants housing record (i.e., payment history, arrears balance (if any), complaints, problems with lease enforcement, etc.) against the current demand for housing and the welfare of the tenants' family who may remain in the unit.

C. Once the review is completed, the LDFCHA Director shall notify the tenant, in writing, of his/her decision. That decision shall be conveyed to the tenant within five business days of receipt of the tenants' request.

33.4 **Absences Beyond 60 Days.**

- A. Tenant absences, beyond sixty calendar days, will be given consideration on a case by case situation.

SECTION 34
TERMINATION
of
LEASE AGREEMENT

34.1 Tenant Initiated Termination Procedures.

- A. **Time Lines.** If a tenant decides that he/she no longer desires assistance from the LDFCHA, he/she may terminate his/her lease by providing the LDFCHA with at least a fifteen calendar day advance notice.
- B. **Notification.** The notification to the LDFCHA, by the tenant, that he/she is going to terminate his/her lease, shall be in writing and include the following:
 - 1. Name of tenant.
 - 2. Dwelling unit number/apartment number/address (as applicable).
 - 3. Date lease is to be terminated.
 - 4. Current mailing address and phone number of tenant.
 - 5. Forwarding address (after move-out) of tenant.
- C. **Pre-Move-Out Inspection.** Upon receipt of the written notice, regarding the tenant's intent to vacate, and if the tenant so requests it, the LDFCHA staff shall schedule a Pre-Move-Out Inspection. The purpose of this inspection is to let the tenant know what he/she can do with regards to cleaning, painting, and needed repairs or replacements (if any) prior to vacating the dwelling unit.
- D. **Vacating Without Proper Notice.** Even if a tenant vacates the dwelling unit, without proper notice to the LDFCHA, the tenant shall remain subject to the obligations of the lease. This includes the obligation to make monthly payments until the LDFCHA's Occupancy Specialist can officially terminate the lease in writing.
 - 1. The official termination notice shall be communicated to the tenant's last known address.

34.2 LDFCHA Initiated Termination Procedures.

- A. **General.** In the event the tenant fails to comply with any of the obligations in the lease and/or any obligation under this policy, the LDFCHA may initiate termination of the lease.
- B. **Fees.** In the event that the LDFCHA initiates court action, the tenant will be charged \$25.00 for processing fees.
- C. **Notification.** If it becomes necessary for the LDFCHA to terminate the lease of a tenant, the LDFCHA staff shall do so by giving the tenant written notice.
 - 1. The notice shall be mailed to the tenant via first class mail.

2. A copy of the notice shall be placed in the tenant's file.

D. **Criteria for Immediate Termination.** The LDFCHA reserves the right to terminate tenancy for individual members of the household. The LDFCHA may only issue an immediate termination notice for a serious violation including, but are not limited to, the following:

1. Abandonment of the dwelling unit.
2. Criminal Activity. A tenant, any member of the tenant's household, or a guest or other persons under the tenant's control engaging in criminal activity, including drug related criminal activity, unlawful use of firearms or alcohol use, on or near the tenant's unit or any condition that endangers human health and safety.

Note: For purposes of this section, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

E. **Referral for Criminal Prosecution.** In the case of fraud, the LDFCHA has several options, including criminal prosecution. The LDFCHA shall first notify the tenant and give them an opportunity to resolve the discrepancy or problem. The LDFCHA shall determine appropriate action of each case based on facts, available information provided by the tenant, and any other pertinent information.

34.3 Evictions.

A. **LDFCHA Staff Actions.**

1. In the event a tenant fails to move-out following receipt of a termination of lease notification the LDFCHA shall file for a writ of restitution with Tribal Court.

B. **Housing Actions.** The complaint, prepared by the CHA shall be in writing, under oath, and contain a statement of fact (or charges) which include:

1. The name and address of the tenant and a request to the court for eviction of the tenant.
2. The location of the unit.
3. A copy of the lease between the tenant and the LDFCHA.
4. The reason(s) housing has requested an eviction.
5. A copy of all notices of delinquency and the notice of termination served on the tenant.

C. **Payment of Legal Fees.** In the event the LDFCHA's eviction is upheld by a court order, the tenant shall be held responsible for all attorney fees, legal costs (i.e., servicing fees) and court costs incurred by the LDFCHA in the eviction process.

D. Failure to Vacate Following Court Order.

1. In the event the tenant refuses to vacate the unit after a judgment for eviction order has been issued by the court, the LDFCHA shall file for a writ of restitution with the Tribal Court.
2. The date/time of removal shall be coordinated with the LDFCHA so that the unit can be boarded up and secured immediately following the removal.

SECTION 35

TRANSFERS

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

A. Tenant Requested Transfers.

1. Participants of the rental programs are eligible for transfers to other units, within or between projects.
2. All tenant requested transfers are:
 - a. Subject to certain terms, conditions, and limitations.
 - b. Subject to the availability of units.
 - c. Subject to approval of the LDFCHA.

B. One-for-One Swap. One-for-One swaps are another option available, when two families are willing to transfer (trade) units.

C. Mandatory Transfers. Under certain conditions, LDFCHA may direct tenants to transfer to smaller or larger units under what are known as mandatory transfers.

35.2 Transfer Request Form. Those tenant's who desire any type of transfer are required to complete a unit transfer request form and submit it to the LDFCHA Director for review/approval.

35.3 Additional Information. Tenants should refer to the LDFCHA's Transfer Policy for more details on transfer procedures.

SECTION 36

**UPKEEP
of
DWELLING UNIT
PROPERTY/GROUNDS**

36.1 Outside Storage.

- A. Generally speaking, tenants shall not store household or other property/belongings (i.e., sofa, couch, kitchen table, etc.) outside the dwelling unit.
- B. Exceptions include such things as:

1. Bicycles
 2. Grills
 3. Lawn furniture
 4. Lawn Mowers
- C. The LDFCHA is not responsible for personal items; left unsecured (or otherwise) outside of the dwelling unit, that are stolen or damaged. In other words, if things are stolen from the yard or damaged by vandals, tenants are to report the theft/vandalism to the Tribal Police Department - not the LDFCHA. Financial claims, for such losses, should be filed with the tenant's insurance company (i.e., under the tenant's renter's insurance policy).

36.2 Snow Removal.

- A. Tenants are required to keep snow removed from their driveways and common areas (i.e., sidewalks) of their dwelling units.
- B. Generally, speaking, snow removal should be completed within 48 hours of snowfall.
- C. The only exception to the conditions noted above, is for those tenants in Elks Point, Handicap units, the Town Apartments, Tribal Units, Bearskin Apartments and Rural Development units under management by the LDFCHA.
1. The LDFCHA Maintenance Department staff shall be responsible for snow removal in the common areas (sidewalks/driveways/parking areas) of Elks Point, Handicap units, the Town Apartments, Tribal Units, Bearskin Apartments and Rural Development units when snowfall totals reach 4" or more.
 2. It is the goal of the LDFCHA Maintenance Department to get snow removed from Elks Point, Handicap units, the Town Apartments, Tribal Units, Bearskin Apartments and Rural Development units common areas and driveways as soon as possible (time, staff, and workload permitting), but no later than 24 hours after the snowfall.
 3. If snow has not been removed 24 hours after the snowfall, elderly tenants are encouraged to call the LDFCHA Maintenance Department (at 588-3348) to check on the status.

36.3 Parking Area Upkeep.

- A. Parking areas shall be swept and kept free from grease, oil, etc.
- B. Any vehicle that is found or observed to be leaking fluid of any kind shall be removed from the street or driveway immediately.
1. If the tenant does not remove the vehicle, the LDFCHA shall take those actions necessary to get the vehicle removed.

2. The tenant shall be held responsible for any and all costs associated with the removal of the vehicle.
3. The tenant shall be held responsible for the clean up of any grease, oil, gas spills from the vehicle.

36.4 Yard Upkeep.

- A. Tenants shall be responsible for the basic upkeep of their yards and keeping them in an acceptable condition, free from trash, clutter, and debris (including abandoned or junk cars).
- B. Basic upkeep includes: watering the lawn, mowing/trimming the lawn, and trimming shrubs/bushes on the property, whenever necessary.
 1. Garden hoses, sprinklers, electric trimmers, etc. should be stored in the house or outside storage shed when not in use.
 2. Gasoline powered lawnmowers shall be stored outdoors or in an outdoor shed at all times – never in the house. Storage in the home is considered to be a fire hazard and safety issue.
- C. The LDFCHA shall monitor the condition of the tenant’s yard through periodic inspections and drive-bys.
- D. Tenants shall be responsible for cutting the grass, in their yard, on a regular basis.
 1. If a tenant fails to keep the grass, in his/her yard, cut (to the satisfaction of the LDFCHA), the following shall occur.
 - a. When grass is found to be in excess of 6 inches, the LDFCHA shall issue a notice to the tenant that his/her grass needs to be cut within 72 hours.
 - b. If the grass is not cut within 72 hours, the LDFCHA shall make arrangements to have it cut.
 - c. The cost of cutting the grass shall be billed to the tenant.
 - 1/ **Established Rates.** Listed below are the current rates for services, for lawn/yard care, that the LDFCHA shall bill the tenant:
 - Single Cut \$25.00
Ability to cut grass one time.
 - Double Cut \$50.00
High grass that must be cut down once at a higher blade setting and a second time at lower blade setting in order to achieve the desired standard height.
 - Yard Clean Up \$30.00 flat rate
If the yard is littered with trash/debris, this shall be picked up prior to cutting the grass.
 - 2/ **Review of Rates.** These rates shall be reviewed and adjusted annually based on the service provider’s rates.

2. Receipt of three or more of these notices, within a twelve month period, can lead to termination of the lease and eviction.
- E. The only exception to the conditions noted above, are for those tenants in Elks Point, Handicap units, the Town Apartments, Tribal Units, Bearskin Apartments and Rural Development units. The LDFCHA's Maintenance Department staff shall be responsible for all yard upkeep of these facilities.
- F. Tenants are also encouraged to read and review Lac du Flambeau Tribal Ordinance, Chapter 24, entitled "Solid Waste Management Code" for additional information on keeping their yards clean.

SECTION 37

USE OF THE HOME

37.1 ALL Programs.

- A. Tenants and the LDFCHA are jointly responsible to the Tribe, and future generations, for ensuring that the Tribes housing stock is used properly and well maintained.
- B. It is the responsibility of each tenant to keep his/her unit and grounds in a decent, safe and sanitary condition at all times.
- C. Principal Place of Residence. As a condition of occupancy, tenants are required to use the assigned dwelling unit as their principal residence during the term of the lease.
- D. Dwelling units are for the sole use of the tenant's family and/or dependents (as listed on the application for housing assistance, lease agreement).
- E. Violation of this section is cause for termination of lease.

SECTION 38

UTILITIES/SERVICES

38.1 General. The following utilities/service issues are common to all programs.

A. Requesting Utilities/Services.

1. The LDFCHA shall be responsible for requesting service to be started, to the unit, directly from the utility/service provider. (Water and Sewer, Electricity) All others are the responsibility of the tenant. (cable, telephone, etc.)
2. Following hook up, the tenant shall be responsible for the payment of all utility bills (including hook up fees) that are not provided by the LDFCHA. Such payments shall be made directly to the utility/service provider.

38.2 Proper Use of Facilities.

A. Tampering with Utility Meters.

1. Tenants shall not tamper with utility meters (or other utility equipment).
2. Tenants who experience problems with any of their utility services should contact that utility service provider (customer service office) directly to report those problems and/or to seek assistance.

B. Use Equipment/Services as Intended.

1. Tenants shall not use plumbing, electrical, or gas burning equipment for any purpose other than that for which it was intended.
2. For example, the gas/electric range was intended for cooking – not heating the house.

C. What Not to Dispose of in the Sewage System.

1. Under no circumstances are coffee grounds, cloth, or disposable diapers, sanitary napkins, loose plastic items, or any other such materials to be disposed of in the sewage system.
2. In the event it is determined that clogged pipes (requiring clearing or repairs) can be linked to tenants, tenant's family, or tenants guests putting such items (as noted above) into the sewage system, then the cost of repairs to unclog/repair the pipes shall be billed to the tenant.

D. Reporting Problems. If there are problems with either the sewer or septic systems, tenants shall report them immediately, to the LDFCHA.

38.3 L.P. Gas (for heating/cooking).

A. Tanks Provided by Housing. The LDFCHA has furnished a L.P. Gas storage tanks (500-gallon capacity) to service each single family rental homes. These storage tanks are secured to concrete slabs adjacent to the building. Appropriate regulators and authorized gas pipes have been installed between the tank and the dwelling unit, with the exception of Lake of the Torches and Three Fires units where these tanks are leased from the gas provider.

B. Selecting Service Provider. Tenants may select the L.P. service provider of their choice, however, they shall not be allowed to use unauthorized L.P. storage tanks (i.e., stand up L.P. cylinders, small camping size containers, etc.), regulators or piping (i.e., plastic tubing). Use of such unauthorized materials can create both a fire and safety hazard and is strictly prohibited.

C. Maintaining Adequate Heat.

1. The tenant is responsible for maintaining sufficient fuel levels in the L.P. gas tank, so that adequate heat can be furnished to the dwelling unit, to prevent freezing of piped water.
2. The tenant is also responsible for maintaining electricity to the unit so that the furnace can operate properly.
3. If, for any reason, the tenant is unable to maintain sufficient heat or electricity to the unit, he/she shall notify the LDFCHA immediately.
4. If the unit suffers damage, resulting from the tenant's failure to maintain sufficient heat and/or to notify the LDFCHA, he/she shall be charged (labor and materials) for any and all damages.

38.4 **Monitoring and Paying for L.P. Gas (at Move-In/Move-Out).**

- A. **Document Fuel Level at time of Move-In.** As part of the move-in inspection, LDFCHA staff shall document the amount of fuel (in gallons) in the L.P. storage tank, on the move-in inspection report form, tenant will be charged for this amount.
- B. **Document Fuel Level at time of Move-Out.** Upon termination of the Lease, another reading shall be taken during the move-out Inspection. LDFCHA staff shall document the amount of fuel (in gallons) remaining in the L.P. storage tank, on the move-out inspection report form, tenant will be credited for this amount.
 1. Failure of the tenant to pay, or have the service provider put the bill in the tenant's name for three consecutive months, (following move-in or start date of service) is grounds for termination of the lease and eviction.

SECTION 39

VACATING UNITS

- 39.1 **General.** The purpose of this section is to provide procedures that apply to tenants who are vacating their dwelling units.
- 39.2 **Sequence of Events.** The sequence of events, for vacating a dwelling unit, shall be as follows:
 - A. **Notification.** The tenant notifies the LDFCHA, in writing, of his/her intent to vacate.

See Section 24 (entitled: Notices) of this document for details on timing, forms, etc. for such notices.
 - B. **Pre-Move-Out Inspection.**
 1. LDFCHA staff shall schedule a pre move-out inspection of the unit and when such an inspection is so requested by the tenant.
 2. The tenant shall be provided with a copy of the pre move-out inspection report so that he/she may make needed repairs/replacements.

C. Move-Out Inspection.

1. LDFCHA staff shall schedule the move-out inspection so that it coincides with the tenant's stated move-out date (as noted on his/her notice to vacate).
2. If the tenant has not completed the necessary repairs/replacements by the scheduled move-out date, the LDFCHA Renovation Department shall be notified so that repairs can be scheduled as soon as possible and the unit returned to service.

D. Billing for Repairs After Move-Out.

1. Once repairs and replacements have been taken care of, the LDFCHA finance department shall provide the tenant with a detailed bill showing what work was done, the labor costs involved, the material costs involved, and a final settlement statement.
2. A copy of the close out form shall be placed in tenant's file.

39.3 Tenant Due Refund.

- A. If the tenant has a refund coming from the Security Deposit, the LDFCHA finance department staff shall provide that refund to the tenant within 45 calendar days of move-out.

39.4 Tenant Owes Housing Money.

- A. If the tenant owes money, and their security deposit contain insufficient funds to cover the debt, they shall be billed for the balance due.
 1. Tenants shall be given thirty calendar days to make their payment or arrangements if the full amount cannot be paid.
 2. In the event a tenant fails to make that payment within thirty days, and no arrangements have been made, the LDFCHA will start the court process. The LDFCHA will seek money judgment in court for actual damages and processing fees.

39.5 Determining Charges for Repairs/Damages.

- A. Any amounts to be charged to the tenant, for repairs, shall be based on actual costs (labor and materials) incurred by the LDFCHA.
- B. For additional information on fixed charges, see the LDFCHA's Maintenance Policy.

39.6 Other Potential Applicable Charges. The list below provides examples of some of the OTHER charges that tenants can be billed for when vacating a unit. This list is not all-inclusive.

- A. The cost of removing and disposing of abandoned vehicles.
- B. The cost of storage and/or disposition of personal property left behind.

- 39.7 **Additional Information.** Additional information, on move-out inspections can be found in Section 17 (entitled: Inspections) of this document.

SECTION 40

VISITOR ACCOMMODATIONS

- 40.1 **Visit.** For the purposes of this policy, the term “visit” means, “temporarily residing in a dwelling unit with a family for a period of time not exceeding fourteen calendar days during any given thirty calendar day period”.
- 40.2 **Fourteen Day Rule.** Tenants are allowed to have family, friends, guests, etc. stay in their unit for visits of up to fourteen calendar days without prior LDFCHA approval.
- 40.3 **Thirty Day Rule.** Tenants who wish to have family, friends, guest, and etc. stay in their unit beyond fourteen calendar days, but not more than thirty consecutive calendar days, may do so if they notify the LDFCHA of their intentions.
- A. At a minimum, tenants shall submit a written request to the LDFCHA Director.
 - B. The written request should include the following:
 - 1. Tenant’s name
 - 2. Tenant’s address
 - 3. Tenant’s unit number (apartment number, if applicable)
 - 4. Name(s) of individual(s) who will be staying in the unit
 - 5. Relationship of the individual(s) to the tenant
 - 6. Reason individual(s) need to stay (i.e., visit, vacationing in the area, homeless and helping them out temporarily, etc.)
 - 7. Desired length of stay (not to exceed thirty days)
 - 8. Guests vehicle make/model/license number (if applicable)
- 41.4 **LDFCHA Review of Request.** The LDFCHA Director (or his/her designate) shall review all such requests.
- A. Formal criminal background checks and other standard LDFCHA screening practices are not required on individuals who are involved with temporary stays of thirty calendar days or less.
 - B. If it is known that an individual under consideration for a thirty day temporary stay has outstanding debts owed to LDFCHA, has a known criminal history, then the LDFCHA Director shall have the authority to deny that individual permission to temporarily reside in the unit.
 - C. The LDFCHA Director (or his/her designate) shall provide a written response to the tenant within five business days of receipt of the tenant’s request.
 - D. Should the LDFCHA Director (or his/her designate) make the determination that the individual is not going to be granted permission for

a temporary stay, he/she shall provide the tenant (requesting said permission) with the reason(s) for such denial. The criteria for denial shall be in accordance with Section 5 of the LDFCHA's Admissions Policy.

- 40.5 **Impact on Lease.** Tenants found to be repeatedly giving accommodations to additional persons in excess of thirty calendar days, without LDFCHA approval, are subject to termination of their lease (as applicable) and eviction.
- 40.6 **Additional Information.** For additional information on housing individuals, for periods beyond thirty calendar days, refer to Section 13 (entitled: Unauthorized Occupants) of this document.