

CHAPTER 7
ADMISSION AND CONTINUED OCCUPANCY OF THE
HUD AIDED LOW RENT HOUSING UNITS

Revised: February 9, 2004
Revised 3.02.04, app. 3.15.04
Reviewed: 1/19/05
Submitted BOC: 2/7/05
Policy Meeting KTOC/KTHA: 09/07/05
Policy Meeting KTOC/KTHA: 7.24.06
KTHA App: 8.28.06
KTHA App: 8.30.06
KTHA/KTOC 11.13.06
KTOC/KTHA 3.05.07

CHAPTER 1: CONDITIONS GOVERNING ELIGIBILITY

- a) **Eligibility for Admission:** Those eligible for admission as a participant of a Low-rent community operated by this Housing Authority are those applicants who:
- i) Qualify as a Family: “Family” includes but is not limited to, a family with or without children, an elderly family, a near-elderly family, a disabled family, or a single person.
 - ii) Qualify as a low-income family, whose income does not exceed the applicable limits as determined by HUD on an annual basis.
 - iii) Qualify as a Native American family with a Native American Tribal Member.
 - iv) Conform to the occupancy standards set forth in Chapter 3.
 - v) Prove not to be detrimental to the community or its residents by the conduct of any household member; past performance in payment of rent; disturbance of neighbors; destruction of property; living or housekeeping habits; history of criminal violence to persons or property or other acts which would adversely affect the health, safety or welfare of other residents.
 - vi) All Karuk Tribe Housing Authority tenants will pay 30% of the household’s adjusted monthly income for rent, up to the ceiling amount.
 - vii) **Outstanding Debt to KTOC:** If an applicant owes money to the Karuk Tribe of California of any of its’ entities or departments, they will be deemed ineligible for housing until a repayment agreement has been made. Any persons with outstanding debt to KTOC must have an agreement that is current before they will be deemed eligible.

- b) **Eligibility for Continued Occupancy:** Eligibility for Continued Occupancy requires occupants to continue to meet requirements of lease agreement and rules and regulations for admission eligibility, except that a remaining member of a tenant family must apply and be placed on the waiting list in order to qualify for occupancy.
- i) All head of household occupants residing in the Yreka single family home subdivision of KTHA must be Karuk Tribal members. If the family composition changes and there is no longer a Tribal member head of household, the family will be required to move to the first appropriately sized available rental unit in the apartment subdivision.
 - ii) In the event KTHA builds multi-family units at a future date in other communities, the same conditions stated in b)(i) shall apply.

CHAPTER 2: TENANT SELECTION CRITERIA

- a) **Objectives:** To provide low and moderate income Native American families with decent, safe, and sanitary housing.
- b) **Admissions Preference:** Preference will be given to applicants who are determined eligible for any of the following Admissions Preferences:
- i) **Karuk Tribal Member:** means applicant or a member of household must be enrolled with the Karuk Tribe of California. Proof of this membership must be a tribal identification card.
 - ii) **Other Tribal Member:** means applicant is an enrolled member of any other federally recognized tribe. Proof of this membership will be a tribal identification card or a letter from enrollment department.
 - iii) **Formula Area Preference:** means applicant whom is currently residing within the formula area.
 - iv) **Elder:** means any applicant over the age of 62, who is an enrolled member of the Karuk Tribe.
 - v) **Disabled/Handicapped:** means any applicant who has a disability and or handicap. Proof of this is receipt of Social Security.

- vi) **Substandard Housing:** means any applicant whom is currently living in substandard (without access to electricity, water, or sewer or unable to reasonably repair) housing.
- vii) **Without Permanent Housing:** means applicant currently does not have a place of residence (i.e. Homeless).
- viii) **Involuntary Displacement:** means applicant lost home due to and unforeseen event (evictions not included).
- ix) **Rent above 50% of Income:** means applicant is currently paying 50% or more of income towards rent.
- x) **Working:** means current employment, either full-time or seasonal for a minimum of six consecutive months prior to awarding points;
 - (1) Seasonal shall mean:
 - (a) Verification of Continual Employment (i.e. unemployment benefits).
 - (2) Full Time Shall mean:
 - (a) Current employment, no less than forty (40) hours per week.
- xi) **Student:** means Full Time Student with minimum of 12 or more semester units
- xii) **Karuk Descendant:** means applicant is a registered descendant of the Karuk Tribe of California. Proof of this must be in the form of a Karuk Tribe Descendant Identification Card.
- xiii) **Retired:** means any applicant who is a Karuk Elder and is retired and draws a pension from previous employment.
- xiv) **Health & Safety Emergency:** Tribal member with a life threatening medical condition that requires relocation close to emergency medical services, as determined by a licensed physician.
- xv) **Previously evicted KTHA Tenant** shall have a waiting period of 24 months from the date of eviction. If previous tenant owes outstanding balance, they shall have a waiting period of 24 months from the date of outstanding balance being paid in full. Evicted means applicant was previously evicted from a Karuk Tribe Housing Authority unit.
- xvi) **Criminal Record:** Points are determined as established in this chapter.

1. **Sex Offender (NO TIME LIMIT).**
2. **Drug Related Crime:** (5 YEAR WAITING PERIOD FROM DATE OF CONVICTION): means applicant who has been charged and/or convicted of a drug related crime.
 - i. If applicant has completed a drug rehabilitation program (minimum 30 days) after the drug conviction, applicant will be deemed eligible after a 1 year waiting period after rehab program is complete and no further convictions.
3. **Battery/Assault Crimes** (5 YEAR WAITING PERIOD FROM DATE OF CONVICTION): means applicant who has been convicted of a crime upon a person(s). Examples include, but are not limited to the following:
 - a. Obstructing/Resisting Peace Officer
 - b. Assault w/ a deadly weapon
 - c. Battery w/ serious bodily injury
 - d. Inflict corporal injury on spouse or co-habitant
 - e. Child endangerment/abuse/neglect
 - i. If applicant has completed a treatment program related to the conviction (minimum 30 days), applicant will be deemed eligible after a 1 year waiting period after program is complete and no further convictions on similar charges.
4. **Felony Crimes:** Three (3) year waiting period for nonviolent offenses and five (5) years for violent and drug related offenses from the date of conviction and/or 18 months from release of custody. More than one (1) felony conviction on any charge is a mandatory ten (10) year waiting period.
 - i. Violent offenses are those resulting in injury, or damage to person or property.
5. **Criminal Misdemeanors:** those crimes that the court system has defined as “criminal misdemeanors”. More than one (1) misdemeanor crime will result in a two (2) year waiting period, more than two (2) misdemeanor crimes will result in a five (5) year waiting period to be eligible for waiting list placement.

- i. If applicant has completed an alcohol related rehabilitation program (minimum 30 days) after an alcohol related conviction, applicant will be deemed eligible after a 1 year waiting period after rehab program is complete and no further convictions.

6. Negative Landlord Reference: All applicants must provide references from previous landlords. KTHA will verify references and renter history. If an applicant damaged a previous unit and owes the landlord money or has a history of non-payment negative points will be assigned for a period of one year.

ADMISSIONS PREFERENCE		
POINT CRITERIA	PLUS POINTS (+)	MINUS POINTS (-)
Karuk Tribal Member	200	
Other Tribal Member	100	
Formula Area Preference	20	
Enrolled Karuk Elder (62 & over)	200	
Disabled/Handicapped	50	
Substandard Housing	20	
Without Permanent Housing	15	
Involuntary Displacement	30	
Rent above 50% of Income	10	
Working	100	
Student	50	
Karuk Descendant	50	
Retired Karuk Elder	50	
Karuk Near Elderly 55 - 61	50	
Health & Safety Emergency	100	
CRIMINAL RECORD		
Sex Offender		999
Battery/Assault Crimes		225
Drug Related Charges		225
Felony Convictions		500
Negative Landlord Reference		50

c. Tenant Selection: Among eligible families of the size and composition appropriate to available rental units tenants shall be selected from a waiting list prioritized with the point system:

- i. When eligible applicants have equal points according to above point system, the applicant who is a Karuk Tribal member will be offered the first appropriate unit. If there are two Tribal members who have equal points, the applicant who filed their application first will be offered the first appropriate unit.
- ii. For the purpose of determining student points when assigning waiting list placement to Karuk Tribe Housing Authority applications, students shall provide substantial documentation including, but not limited to a combination of: grant award letter, college registration stating classes and amount of credit units, student loan verification.
- iii. Previous KTHA tenants and persons that owe the Housing Authority money are not eligible for placement until 60 days after debt to KTHA is paid in full.
- iv. Eligible applicants may not appeal or grieve their assigned points or place on the waiting list to the Housing Committee. Any appeal regarding assigned points is subject to KTHA staff review and determination.

d. Applicant Rejection of Unit: An applicant may reject the first unit offered with good cause and retain his/her position on the waiting list and be offered the next appropriate vacancy.

- i. A “good cause” may include, but is not limited to undue hardship such as inaccessibility to employment, school or child care at the time of the offer, or other clear evidence of inability to move.

e. Transfer of Tenants: A family may transfer from one HUD unit to another operated by the KTHA if the family is eligible for continued occupancy.

- i. Transfers within KTHA developments which are to a larger or smaller unit as determined by family composition may be prioritized over other applicants on the waiting list at the discretion of KTHA staff. A resident may be required to move to a larger or smaller unit with thirty (30) days written notice.

- ii. A resident is not eligible for a voluntary transfer unless all obligations under the current program have been met, including payment of charges to the KTHA. Tenants who voluntarily transfer will be required to pay maintenance charges from previously occupied unit other than those caused by normal wear and tear.
- iii. Tenant subject to a unit transfer will be required to accept offer within 24 hours, and be completely moved within 14 calendar days.

CHAPTER 3 OCCUPANCY STANDARDS

a. To avoid overcrowding and prevent waste of space, units will be assigned in accordance with the standards set forth below. When a unit size is no longer appropriate, the family will be required to move to an appropriate unit. These standards may be waived for temporary situations.

# Bedrooms	# Persons	
	Minimum	Maximum
2	1	4
3	3	6
4	4	8
5	5	10

- b. These standards are based on the assumption that each bedroom will accommodate two persons. If units are small, appropriate adjustments may be made. Living rooms will not be used for sleeping rooms.
- c. Every family member regardless of age, including unborn children, will be counted as a person in determining unit size.
 - i. Unborn children verification will require a doctor’s note for proof of pregnancy.
- d. Dwellings are to be assigned so persons of the opposite sex, other than co-habitant adults, will not occupy the same bedroom. However, children of the opposite sex under five years of age may occupy the same bedroom. One child under one year of age may occupy the parent’s bedroom.

CHAPTER 4: APPLICATION PROCEDURE AND DETERMINATION OF ELIGIBILITY

The following are the basic steps in obtaining and verifying information from applicant families for the purpose of:

- Determining eligibility set forth in Chapter 1.
- Applying tenant selection criteria contained in Chapter 2.
- Determining rent or voucher to be charged.
- Determining unit size in accordance with Chapter 3.

a. Accepting Applications

- i. Applications are to be accepted from all families seeking admission to the HUD-aided rental units. A completed application packet includes a signed application as well as signed consent forms allowing staff to obtain wage and claims information from employers, landlord/personal references, and background checks.
- ii. The waiting list of active applicants shall be kept current by actions taken by the KTHA Waiting List Technician. Re-certification for eligibility will be done at least annually, and more constant contact will be made as an applicant nears the top of the waiting list.

b. Procedures Governing Receipt of Applications

- i. The application constitutes the basic record of each family applying for admission. Each application must be completed, signed, and dated by all adult members of the household to attest to the accuracy of the data provided. Each application is to be date stamped on receipt. Applications and all pertinent materials shall be maintained in an active file for applicants not classified as ineligible or withdrawn.
- ii. All entries are to be made in ink or typed. Corrections or changes are to be made by lining through the original entry and entering the correct data. Changes are to be initialed by the person making the change.

c. Documentation and Verification of Application Data

1. To ensure that the data used to determine eligibility preference, size of unit, and rent to be paid is correct, the information submitted by applicants must be verified. Complete verification of documentation is to include the following:
 - i. Income verification and length of employment from employer(s) or other source(s) of income.
 - ii. Photocopies of documents in applicant's possession, or brief summaries of such documents are to be signed and dated by the staff member reviewing them.
 - iii. Self-employed applicants must show proof of income by providing certified statements, tax forms, data from books of account, expenses, and net profit. -
 - iv. Memos of verification of data by phone, interview, or other means are to be signed and dated by staff member receiving the information.
 - v. An inspection sheet verifying substandard housing based on staff visitation.
 - vi. To determine an applicant's conduct and its effect on neighbors. Documentation should include information from previous landlords, employer, social worker, parole officer, court records, police departments, drug treatment centers, etc.
 - vii. Documentation supporting Admissions Preferences or priority points given.
 - viii. Applicants will be notified of any deficiencies in an application or of additional documentation required by KTHA. Applications will be kept in a pending file for thirty (30) days before being moved to an inactive file, applicant will be notified of the inactive application within 30 business days of determination. Incomplete or ineligible applications will be kept in an inactive file for one year.
- d. **Summary of Verification Data:** As verifications of data are complete, a summary of eligibility requirements will be made in the applicant's file based on eligibility requirements for Admission, Chapter 1; Tenant Selection Criteria, Chapter 2; and rent to be paid.
- e. **Notification to Applicants**

- i. Applicants shall be notified in regard to their eligibility status within 14 working days. If determined to be ineligible for admission, applicant is to be informed in writing, including the reason for the determination, and his/her right to request an informal hearing with the Housing Committee to request reconsideration for admission.
 - ii. Applicants determined to be eligible for admission shall be informed of Admissions Preference at this time, and informed that any changes in income or family members must be reported immediately.
 - iii. Notifications will be noted in applicant files along with all other relevant activities.
 - iv. Applicants shall be required to provide social security cards for staff at the time application is received.
- f. **Rechecking verification prior to admission:** If there is a consequential delay between the determination of a family's eligibility and occupancy, the staff will question those regarding changes in their status. Any reported changes will be verified.

CHAPTER 5: LEASING UNITS TO ELIGIBLE FAMILIES

1. Lease is to be entered between the KTHA and each tenant family prior to occupancy. Rent is to be re-certified no less than every two years and KTHA reserves the right to conduct certifications annually to verify the rent being charged does not to exceed 30% of Tenant income.

a. Execution of Leases

- i. Head of Household for each eligible family is required to execute a Lease prior to occupancy. The original remains in the applicant's permanent file. A duplicate copy shall be given to the applicant.
- ii. If the Lease signer ceases to be a member of the tenant family, the Lease will be void.
- iii. If a resident family transfers from one unit to another, the existing Lease will be cancelled and a new Lease will be implemented.

- iv. If the Lease signer of a single family rental home ceases to have an eligible Native American family member living in the home, the existing Lease will be cancelled based on ineligibility.
- b. **Cancellation of Lease:** Cancellation of a Lease will be in accordance with provisions contained in the Lease and/or Policy.

CHAPTER 6 OCCUPANCY PROCEDURE

- a. The occupancy procedures establish a procedure for occupying units to ensure that vacant units are used to the maximum extent feasible and as guidelines for fair treatment for all eligible applicants. An occupancy committee consisting of KTHA Executive Director, KTHA Waiting List Technician, Housing Committee Representative, and a Tribal Council Representative shall select occupant from waiting list. When an applicant is selected, the waiting list page will be printed with the date of offer and shall be signed by all occupancy committee members. The page will be added to the “offered unit” file that shall be maintained by the Waiting List Technician. If the unit is not offered to the first individual on the list, there shall be a note indicating the reason.
- b. The KTHA shall provide written notice to a selected participant at their most current mailing address that a unit has been assigned. Unit will be assigned at the first Housing Committee meeting following the time it becomes vacant and offered when it is ready for occupancy.
 - i. Applicant must file a written acceptance of the unit, or refusal with good cause, within five working days.
 - ii. If a written acceptance is not received, the KTHA will provide final written notice. If a written response is not received within five working days of the final notice the applicant’s name shall be removed from the waiting list and their application will go to the inactive file.
 - iii. When an applicant’s eligibility is terminated, the unit will be offered to the next applicant from the waiting list.
- c. Within five working days of filing the written acceptance the applicant must complete all necessary documents and procedures prior to receiving the keys to the unit.
 - i. Documents and procedures include, but are not limited to the Lease, rules and regulations, updated family

composition, income verification forms, and home occupancy orientation.

- d. New tenants as identified in the lease must occupy their home within fifteen days of the date keys are issued.
 - i. If a home is not occupied within fifteen days, the applicant's eligibility shall be terminated and a new applicant shall be selected.
 - ii. Tenants shall have (10) working days to have utilities transferred from the KTHA's account to their own account and must remain in Tenants name at all times, excepting Elders as defined in this policy.

CHAPTER 7 PAYMENT AGREEMENTS

- a. KTHA Tenants: Payment Agreements are available to Tenants who are experiencing financial difficulty.
 - i. **Qualifying for a Payment Agreement:** in order for a payment agreement to be initiated the following will need to be provided with the payment agreement request:
 - 1. Provide written documentation proving the financial hardship (example: high utility bill, unforeseen expense, death in the family, laid off of work, etc.)
 - 2. Be able to re-pay the payment agreement within 12 months.
 - ii. **Approval of Payment Agreements:** Payment agreements will be submitted to Executive Director for approval with all attached written documentation. Payment Agreement is not in effect until Executive Director signs the request.
 - iii. **Denial of Payment Agreements:** Payment agreements will not be approved for reasons other than unforeseen financial difficulties (example: Christmas, did not want to pay bills that month, buying presents, etc.)
 - iv. **Default of Payment Agreement:** If a tenant fails to keep up a payment agreement and defaults in payment, a \$10.00 late fee will be assessed and no further payment agreements will be approved without Executive Director approval.

b. **Elder's voucher Recipients:** Payment Agreements are available to Elder's voucher Recipients who are experiencing difficulty with initial move in costs of non-KTHA rental unit.

i. **Qualifying for a Payment Agreement:** in order for a payment agreement to be initiated the following will need to be provided with the payment agreement request.

3. Provide written documentation proving the financial hardship (example: high utility bill, unforeseen expense, death in the family, laid off of work, not enough available income, etc.)

4. Be able to repay the payment agreement within 12 months.

ii. **Approval of Payment Agreements:** Payment agreements will be submitted to Executive Director for approval with all attached written documentation. Payment Agreement is not in effect until Executive Director signs request for final approval.

iii. **Denial of Payment Agreements:** Payment agreements will not be approved for reasons other than unforeseen financial difficulties (example: Christmas, did not want to pay bills that month, buying presents, etc.)

iv. **Default of Payment Agreement:** If a tenant fails to keep up a payment agreement and defaults in payment, the Voucher payment will be on hold until Payment Agreement is paid up to date. Elder's voucher payment funds will be released when payment agreement is current.

CHAPTER 8 RESIDENT SELF-HELP PROGRAM

a. Basic Conditions

i. Resident may earn credit for up to 30% of their rent. This amount may not include amounts owed for maintenance charges or move-out charges. This amount may not be used for past-due amounts owed to the Karuk Tribe Housing Authority. Credit must be earned prior to month the rent is owed (i.e. credit earned in January would be applied toward February rent, etc.)

- ii. Other than debt to the Housing Authority, the tenant must be in good standing and not in violation of other lease provisions. Tenant shall not be eligible to participate in the self-help credit program if any of the following apply.
 - 1. Tenant household must not have received any warning letters within the past 30 days.
 - 2. Tenant household (and/or guest present with tenant's consent) must not have been listed on the police dispatch log within the past 30 days.
 - 3. Tenant must not be in violation of the guest/visitor provision of KTHA lease agreement.
 - 4. Tenant must not be in violation of KTHA lease by previously evicted tenant being a household guest.
- iii. Tenants will be credited with \$7.00 for each hour of participation properly completed, not to exceed 30% of their monthly rent. At no time will any tenant receive direct monetary compensation for participation in this program.
 - 1. Tenants will be assigned a time card at the Karuk Tribe Housing Authority office and must clock in and out to receive credit for time of participation. Other conditions of tracking time will be the same as for other Housing Authority contract employees.
 - 2. The Karuk Tribe Housing Authority has the right to refuse any tenant participation in this program based on non-cooperation, or previous unsatisfactory participation.
 - 3. Any participant suspected to be under the influence of alcohol or drugs while performing allowable program activities will immediately have their right to participate terminated. One violation will constitute ineligibility for program participation for six months.
 - 4. Tenants shall not be considered employees of the Housing Authority, and shall not earn benefits, wages, or other compensation from the Authority for the time of eligible program participation.

5. Tenants will be eligible for participation only when eligible activities exist. The Karuk Tribe Housing Authority reserves the right to cancel this program at any time.
6. Tenant will be assigned the following eligible supervised activities.
 - a. Light maintenance other than grounds keeping
 - b. Other maintenance if the Housing Authority determines that the tenant possess the necessary skill(s) for adequate complete of task.
 - c. General office tasks provided that no tenant shall be assigned duties which would require handling of confidential files, including other tenant files.
 1. Head of Household or Spouse who is continuing their education by attending college or vocational school may earn a 30% rent reduction. The above stated rules apply, and tenant must be currently enrolled in school and able to verify 12 credits or enrollment in vocational school. If it is determined that a household received assistance under this section but were not eligible, KTHA can require repayment of the assistance received.
 2. Tenants who have been served a 30-day Notice of Intent to Terminate lease agreement will not be eligible for participation.

CHAPTER 9 ELDER'S VOUCHER PROGRAM

- a. **Objective:** It is the intent of the Karuk Tribe Housing Authority to provide assistance in payment of rent to Native American families in which the head of household meets eligibility criteria.
- b. **Eligibility:** Voucher assistance is limited to the allotted amount of vouchers as determined by the Housing Committee each fiscal year. Eligibility for assistance from the Voucher Program will be determined in the following preference order. The head of household is:
 - i. Karuk Tribal Elder
 - ii. Handicapped or disabled, as defined by Social Security.

- iii. Karuk Tribal Near Elder
- iv. Needy as determined by the Housing Committee

c. Execution of Leases

- i. Head of Household for each eligible family is required to execute a lease prior to occupancy.
- ii. If the lease signer ceases to be a member of the tenant's family, the lease will be voided and voucher assistance will terminate within 30 days.
- iii. Leases and contracts are valid for one calendar year and must be renewed every 12 months.

d. Inspection and Access

- i. Rental unit must be inspected by KTHA and determined to be in safe and acceptable condition prior to execution of lease agreement.
- ii. All units must be inspected by KTHA annually. 30 days written notice will be given to Tenant prior to inspection.

e. Termination of Tenancy

- i. An owner may terminate an assisted tenancy for serious or repeated violation of the lease, violation of tenancy obligations under Federal, State, Local, or Tribal Law, or for other good cause as defined in 24 CFR 882, Volume 60, Number 127, July 3, 1995.
- ii. An owner may evict a tenant for any criminal action that threatens persons who reside in the premises or the immediate vicinity.
- iii. The Housing Authority shall terminate assistance if tenant family moves outside of the eligible Indian area, and/or is in non-compliance with Voucher Contract.

f. Other Provisions

- i. A family may lease housing that is owned by the Housing Authority responsible for administration of the program ('982.352 (b)). By law, a HA may be a Section 8 owner, and the Housing Authority as contract

administrator may enter into a contract with itself as the owner.

5. When this situation occurs, the tenant must follow and comply with Housing Authority policies and requirements.

ii. Except where stated, the former conforming Rules and Provisions may apply.

CHAPTER 10 IN HOME BUSINESS

a. The following conditions shall govern Karuk Tribe Housing Authority (KTHA) residents choosing to have an in home business conducted from a KTHA residence.

b. In Home Business means that the occupant of a dwelling, for compensation is carrying on an occupation, conducting business within the residence.

i. Business shall be secondary use, primary use is being residential.

ii. There shall be no display, no advertising signs, no stock in trade upon the premises, no person employed, no commercial grade equipment stored or used, except as is necessary for housekeeping purposes.

iii. The activity must be one that is customarily incidental to and not inconsistent with the use of the premises as a dwelling.

iv. Such activity shall be of a nature and conducted in a manner that there is no generation of additional pedestrian or vehicular traffic.

v. There shall be no advertising of any nature, including signs on vehicles, setting forth or identifying the location of any such business.

c. **Exceptions** to the foregoing provisions may be granted by the Karuk Tribe Housing Authority Housing Committee.

i. Exceptions may be granted if the In Home Business consists of an artistic, recreational or hobby activity that is primarily intended for casual or leisure time enjoyment.

- ii. Such artistic, recreational or hobby activity shall not be permitted if it causes unreasonable vehicular traffic, parking congestion, noise, nuisance, odors, or is a danger to the health, welfare, peace, morals, or safety of other residents or residences of the neighborhood.
- d. **Inventory** No inventory may be carried nor commodities sold on the premise, which is other than incidental to the artistic, recreational, or hobby activity.
 - i. There shall be no sales of inventory to persons other than those participating in the artistic, recreational, or hobby activity.
 - ii. There shall be no advertising of any nature, including signs on vehicles, setting forth or identifying the location of the activity.
- e. All income generated by either an In Home Business or recreational activity shall be counted as income for the purpose of determining resident rent.
- f. No occupant shall conduct In Home Business without the prior consent of the Karuk Tribe Housing Authority's Housing Committee.
- g. Resident shall be responsible for purchasing appropriate insurance.
- h. All renters or homebuyers shall indemnify and hold the Karuk Tribe Housing Authority harmless against casualty, loss, and any injuries occurring on KTHA property.

CHAPTER 11 **ELDERS**

- a. Karuk Tribe Housing Authority Rules and Regulations shall apply to households within the communities designated as "Elders Communities", except as noted in this chapter. The following definitions apply in this chapter and apply only to Karuk Tribe Housing Authority rental households within the communities specifically designated as Elder Communities.
- b. **Annual Income** has one of the following meanings, KTHA shall apply the definition that will best benefit the Elderly family:
 - i. Annual Income as defined for HUD's Section 8 programs in 24 CFR part 5, subpart F (except when determining the income of a homebuyer for an owner-occupied

rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of Net Family assets); or

- ii. Annual income as reported under the Census long-form for the most recent available decennial Census. This definition includes:
 1. Wages, salaries, tips, commissions, etc.;
 2. Self-employment income;
 3. Farm self-employment income;
 4. Interest, dividends, net rental income, or income from estates or trusts;
 5. Social Security or railroad retirement;
 6. Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;
 7. Retirement, survivor, or disability pensions; and
 8. Any other sources of income received regularly, including Veterans (VA) payments, unemployment compensation, and alimony; or
 - iii. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income.
- c. **Elderly family** A family where the head of household or spouse is 62 years of age or older.
- d. **Rent** Rent for Elderly families shall be the less of:
- i. One Hundred Twenty-Five Dollars (\$125.00); or
 - ii. Thirty percent (30%) of the households adjusted gross income. Included in rent payment will be the cost of heat, electricity, water, and sewer.
- e. All Elderly families residing in a Karuk Tribe Housing Authority rental unit shall be granted a Life Estate Lease. The term of the lease shall be for no longer than the natural life of the last surviving grantee named at the time the lease is executed.
- f. **Admissions Preference:** Preference will be given to elderly applicants who are determined eligible for any of the following Admissions Preferences:
- i. Elder/Senior: means any applicant over the age of 62.

- ii. Karuk Tribal Member: means applicant must be enrolled with the Karuk Tribe of California. Proof of this membership could be a tribal identification card.
- iii. Local Preference: means applicant whom is currently living within the KTHA community.
- iv. Substandard Housing: means any applicant whom is currently living in substandard (meaning being below standard or norm) housing.
- v. Annual Income: Below 80% of median income limits.
- vi. Other Tribal Member: means applicant is an enrolled member of any other federally recognized tribe. Proof of this membership could be a tribal identification card.

ELDERS COMMUNITY ADMISSIONS PREFERENCE		
POINT CRITERIA	PLUS POINTS (+)	MINUS POINTS (-)
Karuk Tribal Member	200	
Other Tribal Member	100	
Substandard Housing	10	
Below 0-30% Median Income	100	
31-50% Median Income	50	
51-80% Median Income	25	