

**OSLH Resolution
2007-09**

**-Program Administration &
Occupancy Policy -**

OGLALA SIOUX (LAKOTA) HOUSING POLICY

(Summary Sheet)

Title of this Policy (see attachment): Program Administration & Occupancy Policy
Date this Policy is Adopted: November 6, 2007
Date of this Summary Sheet: November 12, 2007

POLICIES: Oglala Sioux (Lakota) Housing and its Board of Directors have adopted a series of *Policies* that establish basic requirements for its programs. The OSLH Board, employees, sub-grantees and sometimes OSLH contractors are required to adhere and conform to these Policies and requirements. Listed below are OSLH's current Policies, with the Policy attached to this sheet denoted with a checked box. OSLH actions, programs and decisions must conform to this and the other OSLH Policies. Though OSLH Policies are divided into topics, please note that often requirements governing particular OSLH actions are contained in more than one Policy.

- | | |
|---|---|
| <input type="checkbox"/> Admissions & Eligibility Policy | <input type="checkbox"/> Maintenance & Asset Management Policy |
| <input type="checkbox"/> Participant Grievance Policy | <input type="checkbox"/> Investment & Financial Management Policy |
| <input type="checkbox"/> Personnel Policy | <input type="checkbox"/> Ethical Standards of Conduct Policy |
| <input type="checkbox"/> Procurement Policy | <input type="checkbox"/> Policy Definitions |
| <input checked="" type="checkbox"/> Program Administration & Occupancy Policy | |

RULES: Oglala Sioux (Lakota) Housing also has adopted a series of *Rules* that contain additional requirements. These are established through a formal process with OSLH's Chief Executive Officer officially adopting them. The Rules provide more detailed requirements for OSLH actions, programs and decisions. No Rule, however, can violate or contradict any OSLH Policies. The OSLH Board, employees, sub-grantees and sometimes OSLH contractors are required to adhere to and conform to these Rules and requirements.

PROCEDURES: In establishing organizational requirements, Oglala Sioux (Lakota) Housing has a third level of requirements known as *Procedures*. These are specific written procedures that from time-to-time are developed by OSLH's staff and are officially adopted by OSLH's Chief Executive Officer. OSLH employees are required to adhere and conform to these Procedures. These Procedures, however, cannot violate any OSLH Policy or OSLH Rule.

Attach to Policy

PROGRAM ADMINISTRATION AND OCCUPANCY POLICY
OGALA SIOUX (LAKOTA) HOUSING

Adopted by Resolution 2007-09 on November 6, 2007

-INDEX-

	Page
I. STATEMENT OF PURPOSE.....	2
II. APPLICABILITY.....	2
III. SPECIAL WAIVERS IN UNIQUE CIRCUMSTANCES.....	2
IV. DISCRIMINATION.....	2
A. Federal Civil Rights Acts.....	3
B. Federal Age Discrimination Act.....	3
C. Federal Disability Discrimination Act.....	3
V. MANAGEMENT STANDARDS FOR OSLH PROGRAMS.....	3
VI. HOUSING OCCUPANCY STANDARDS FOR OSLH PROPERTIES.....	4
A. Standards.....	4
B. Unit Size.....	4
C. Utilities.....	4
D. Deposits.....	5
E. Regular Inspections.....	5
F. Continued Occupancy.....	5
G. Guests.....	5
H. Rules of Occupancy.....	5
I. Transfers.....	5
J. Subleases.....	5
K. Calculation of Payments.....	6
VII. COLLECTION OF MONTHLY HOUSING PAYMENTS.....	8
VIII. REEXAMINATION OF HOUSEHOLD INCOME.....	8
IX. COUNSELING FOR OSLH TENANTS AND HOMEBUYERS.....	8
X. DELINQUENT ACCOUNTS AND OTHER BREACHES OR NONCOMPLIANCE.....	9
A. Delinquency.....	9
B. Other Breaches Constituting Grounds for Termination.....	10
C. Drug-Free Housing Policy.....	10
D. Plan of Action.....	10
E. Records.....	10
F. Enforcement.....	10
XI. TERMINATION PROCEDURES.....	11
A. Notice of Termination.....	11
B. Hearing.....	11
C. The Decision of the Executive Director.....	11
D. Notice.....	11
E. Exclusive Remedy.....	12
XII. EXPEDITED HOUSING TERMINATION PROCEDURES.....	12

(continue)

-INDEX CONTINUED-

	Page
XIII. VOLUNTARY HOUSING TERMINATION.....	12
A. Homebuyer's Occupancy.....	12
B. Renter's Occupancy.....	13
XIV. HOUSING EVICTIONS AND COLLECTIONS.....	13
A. Eviction.....	13
B. Collection.....	13

I. STATEMENT OF PURPOSE

This policy is to set out standards for Oglala Sioux (Lakota) Housing ("OSLH") program administration and management of all of its programs and to establish occupancy standards for housing units owned, operated or managed by OSLH. The Policy enacted herein supersedes and rescinds all previous management, occupancy, collection and termination policies, procedures, and practice statements.

II. APPLICABILITY

This Policy shall be applicable to all applicants of and participants in OSLH programs including occupants ("Occupant") of OSLH units, whether pursuant to a Homebuyer's Occupancy Document, Renter's Occupancy Document, or other document giving rise to a right of occupancy, or to receive some other housing assistance or benefits (each and all of the foregoing documents are hereinafter referred to as "Occupancy Document").

III. SPECIAL WAIVERS IN UNIQUE CIRCUMSTANCES

The Policy is intended to apply in all cases. However, where warranted in rare and unique circumstances a special Waiver of a particular requirement in a single matter can be considered and approved by the OSLH Board. Such a Waiver may be made only if (1) Board Members with personal direct or indirect interests abstain from and are not present for both the Board's deliberations and decision, (2) full and complete public disclosure of a Waiver request occurs before, during, and after a vote, (3) a two-thirds (2/3) favorable vote of all Board Members appointed is obtained and (4) the waived Policy requirement is not required by federal or tribal law.

IV. DISCRIMINATION. OSLH makes or reaffirms that the following standards and civil rights govern its programs and activities except for personnel matters that are governed pursuant to the Personnel policy:

A. Federal Civil Rights Acts. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 200d-200d-4), which prohibits discrimination in federally assisted programs, and Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. §§ 3601 et seq.), do not apply to OSLH. Furthermore, OSLH's restriction in favor of Native American families is not a violation of any provision of either Title VI or Title VIII. OSLH will not discriminate against those otherwise eligible for admission merely because their incomes are derived in whole or in part from public assistance.

B. Federal Age Discrimination Act. The Age Discrimination Act of 1975, and its prohibition of age discrimination in housing does apply to OSLH. The Act prohibits OSLH from discriminating on the basis of age under any OSLH program that receives federal financial assistance from the U.S. Department of Housing and Urban Development ("HUD"). In employment the Act does not apply.

C. Federal Disability Discrimination Act. Section 504 of the Rehabilitation Act of 1973, as amended, prohibit OSLH from discriminating against a Person with Disabilities, solely on the basis of his or her handicap, under any OSLH program that receives federal financial assistance from HUD.

V. MANAGEMENT STANDARDS FOR OSLH PROGRAMS

A. In managing all of its programs and housing property the OSLH shall treat all participants, tenants, homebuyers and owners fairly.

B. Information about programs and program requirements when feasible and reasonable shall be made available to the public.

C. Termination of a participant shall only be done for good cause and in compliance with federal and tribal law when applicable as well as in conformance with relevant contracts and the other OSLH Policies.

D. Management of the OSLH programs shall be performed by the OSLH staff. The Board shall not manage programs but rather establish Policies for the staff to use to administer OSLH programs.

E. Though a tribal program, the OSLH is run separately by its Board and staff and in a business-like manner. Coordination and communication with tribal elected and staff is most important but administrative and management decisions are not made by tribal officials except when approving the Indian Housing Plan or when specific tribal ordinances dictate otherwise.

F. OSLH programs are locally directed. Funding and financing from federal, tribal, private and other sources may be utilized in addition to OSLH revenues. When requirements accompany those other funds, OSLH shall fully comply with those requirements or such funds shall not be utilized.

G. In operating its programs OSLH Board Members, staff and contractors must always comply with all federal and tribal laws when applicable.

H. All records, except those that contain personal financial information of participants or contractors or are of a privileged legal nature, are available to the Tribe, all tribal members and funding entities including the U.S. Department of Housing and Urban Development in matters which are funded by NAHASDA.

I. Participants and prospective participants will always be treated by the Board and staff in a respectful manner.

J. Except for Executive Sessions involving discussion of certain privileged and legal matters, all Board Meetings shall be publicly posted at the Main Office and opened to the public. However, participants who have any complaints will usually have the opportunity other than through Board Meetings to air them through other procedures such as the grievance process. The Participant grievance process in most cases is the proper way to address any complaints.

K. The OSLH shall verify critical information in applications for certification or recertification for all programs.

L. All participants shall provide a release of information form which will allow OSLH to verify any and all information required for a participant to participate in the program.

M. Failure for a participant to provide or allow the OSLH to obtain the necessary information, will prevent the participant from participating in a program until such time as the necessary documentation is provided. However, such failures can additionally cause the participant to be disqualified for an OSLH Program.

N. Termination from a program must be given in writing.

VI. HOUSING OCCUPANCY STANDARDS FOR OSLH PROPERTIES

A. Standards. The number, age, sex, and relationship of persons permitted to occupy any OSLH unit should conform to reasonable standards of health and privacy and allow flexibility to accommodate changes in tenant and homebuyer composition. However, due to the current housing shortage, limitation on the number of occupants may be waived or modified.

B. Unit Size. Dwellings will normally be assigned so that the living room will not be used for sleeping purposes and, with the exception of infants and very young children and husbands and wives, persons of the opposite sex other than infants and very young children will not be required to occupy the same bedroom.

C. Utilities. Where permitted by OSLH funders, participants are responsible for securing and paying for utility services. Utilities include electricity, gas, heating fuel, water, sewerage service, septic tank pumping/maintenance, sewer system hookup charges (after development), and trash and garbage collection. Telephone service is not a utility. Trash and garbage collection and maintenance and repair of any systems are considered maintenance expenses and not utility expenses.

D. Deposits. Participants in the rental units shall pay a one time security and cleaning deposit. Upon termination of that tenancy those deposits shall be returned to Participant less any reasonable charges for cleaning and repairs. If a Participant does not have sufficient funds to pay the deposit at the time of occupancy of a unit, OSLH may, at its own election, enter into an agreement allowing for a penalty payment with the balance of such deposit being paid over time, not to exceed three (3) months.

E. Inspections. Partially to ensure the timely periodic maintenance of the dwelling by the tenant, OSLH shall conduct a complete interior and exterior examination on a regular basis, but not less frequently than every other year, and shall furnish a copy of the inspection report to the Homebuyer or Tenant. OSLH shall conduct inspections on a staggered basis. One-quarter (1/4) of the total number of units shall be inspected every six (6) months. OSLH shall also reserve the right to inspect its units on an as need basis.

F. Continued Occupancy. Tenants and homebuyers are eligible for continued occupancy only if they qualify as a tenant or homebuyer or a member of a tenant or homebuyer household, and they comply with the terms and conditions of their Occupancy Documents and applicable OSLH Policies.

G. Guests. Guests of occupants may reside in an OSLH unit for no more than two (2) weeks. After that time, OSLH will consider the guest a member of the Family occupying the OSLH unit, for purposes of annual income and eligibility.

H. Rules of Occupancy. The OSLH shall establish separate and apart from this Policy a written set of Rules of Occupancy which shall be posted at the OSLH main office.

I. Transfers.

1. Tenants who wish to transfer between units, projects, or programs must apply for selection in the same manner as any other applicant in order to be considered. In selecting Tenants for units such transfers do not receive any preference in the selection process.

2. **Initial Offer.** Occupants will receive two offers of transfer. Refusing an offer twice without good cause will result in the Tenant being removed from the waiting list, however they may reapply.

3. **Mandatory Administrative Transfers.** OSLH may require in certain cases a Tenant to transfer for administrative purposes and in such case placement in the new unit does not require compliance with or use of a waiting list.

4. **Cost of Transfers.** Participants shall bear the cost of most transfers.

J. Subleases.

1. **Low-Rent Units.** Low-rent participants may not sublease their units. Extended absences from the unit shall result in termination of the Occupancy Document.

2. **Lease-Purchase Units.** Homebuyers may not sublease their units without the prior written approval of OSLH and such subleasing shall be at the discretion of OSLH and subject to its Rules.

K. Calculation of Payments.

1. **Adjusted Income.** Most monthly housing payments are based on Adjusted Income. "Adjusted Income" is Annual Income minus allowable deductions specified below, anticipated during the twelve-month period for which the income is estimated based on actual income in the preceding twelve (12) months. Allowable deductions include:

a. A deduction of \$480 for each member of the Family residing in the household (other than the Head of the Household and the Spouse) who is under eighteen (18) years of age, or who is eighteen (18) years and older and is a Person with Disabilities or a full-time student. No more than one deduction may be claimed for any one person in the Family.

b. A deduction of \$400 for any Elderly or Disabled Family.

c. The amount by which three percent (3%) of the annual income of the Family is exceeded by the aggregate of:

(i) Medical expenses, in the case of an Elderly or Disabled Family; and

(ii) Reasonable attendant care and auxiliary apparatus expenses for each Family member who is a Person with Disabilities, to the extent necessary to enable any member of the Family (including a member who is a Person with Disabilities) to be employed.

(iii) Child care expenses, to the extent necessary to enable another member of the Family to be employed or to further his or her education.

(iv) The amount of any earned income of any member of the Family who is less than eighteen (18) years of age not previously excluded in the determination of Annual Income.

(v) Excessive travel expenses, not to exceed \$25 per Family per week, for employment- or education-related travel.

(vi) Such other amounts as may be provided for by OSLH.

2. Required Monthly Payment for Homebuyer Programs and Projects.

OSLH will operate its homeownership properties in a variety of ways and with a variety of payment requirements. The payment requirements must be set out in the lease - purchase agreement, or leasehold mortgage and promissory note.

a. Participant Lease Purchase Agreement. The Required Monthly Payment for a Participant Lease Purchase Agreement cannot exceed thirty percent (30%) of the Homebuyer's monthly Adjusted Income.

b. MHOA. The required monthly payment is the amount equal to the greater of the Administration Charge, or fifteen percent (15%) of the Homebuyer's Adjusted Income, minus the Utility Deduction. The required monthly payment may not be more than the sum of: (1) the Administration Charge; and (2) the monthly debt service amount shown on the Homebuyer's purchase price schedule. If the required monthly payment exceeds the Administration Charge, the amount of the excess shall be credited to the Monthly Equity Payments Account. For purposes of this Policy, the Administration Charge is the amount budgeted by OSLH for monthly operating expenses of a dwelling unit, exclusive of operating costs for which an operating subsidy is being provided. The Utility Deduction is the amount estimated by OSLH, and approved by HUD, for the monthly cost to the Homebuyer for the reasonable use of Utilities that he or she is obligated to provide under the Homebuyer's Occupancy Document.

c. Other. The above requirements or other payment requirements may be used for other types of homeownership units.

d. Caps. In its sole discretion, OSLH may establish limits for homebuyer Required Monthly payments.

3. Required Monthly Payment for Rental Programs and Projects. "Tenant Rent" is the amount payable monthly as rent by a household in a rental unit, calculated on a monthly basis under the Tenant's occupancy document between the household and OSLH. Tenant Rent shall be lower of the following, rounded to the nearest dollar, (but in any event not to exceed 30% of the household's Adjusted Annual Income:

- a. Twenty percent (20%) of the household's monthly Adjusted Income;
- b. If the household receives welfare assistance from a public agency and a part of such payments, adjusted in accordance with the household's actual housing costs, is specifically designated by such agency to meet the household's housing costs, the monthly portion of such payments that is so designated. If the household's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from the application of the percentage; or
- c. A Tenant Rental cap can be established by OSLH.

4. **Cohen Homes and Cherry Hills Properties.** OSLH shall establish separate required monthly payment amounts for special properties such as Cohen Homes and Cherry Hills.

5. **Utility Surcharges.** Tenant Rent does not include surcharges for excess utility consumption or other miscellaneous charges.

VII. COLLECTION OF MONTHLY HOUSING PAYMENTS.

A. Payments are due and payable on or before the first (1st) day of each month.

B. Payments not received by OSLH on or before the fifth (5th) day of the month are considered to be delinquent; provided, however, if a participant receives his or her income on a day other than the 1st or other than monthly, the CEO, in his or her sole discretion, may authorize in writing payments on a different day or different schedule. If the CEO authorizes different payment dates, the payment will be considered late if not made within five (5) days of such date.

C. Payments may be made in cash, or by check, money order, or payroll deduction.

VIII. **REEXAMINATION OF HOUSEHOLD INCOME.** OSLH shall establish Rules governing standards and requirements for reexamination of household income for homebuyers, tenants, and other participants. Furthermore, other OSLH programs may require reexamination after admittance into the program.

IX. COUNSELING FOR OSLH TENANTS AND HOMEBUYERS

A. Each occupant of an OSLH owned or managed unit is required to participate and cooperate fully in official OSLH counseling activities.

B. The counseling program shall include but not be limited to:

1. An explanation of the OSLH housing program and how each occupant relates to that program. Each occupant should be aware of his or her financial and legal responsibilities as well as those of OSLH.

2. Counseling that will do its best to help each occupant to fully understand the particular contributions he or she is obligated to make, as well as acquire an understanding of the rights in connection therewith. Each occupant is encouraged to develop and maintain a cooperative relationship with OSLH.

3. Instruction to help each occupant become familiar with the overall operation of his or her unit, its equipment, the necessity of proper care and maintenance of the unit and its equipment, the basic provisions of all applicable warranties, and an occupant's responsibilities in connection with such warranties.

4. Counseling on the importance of family budgeting and meeting financial obligations, methods for allocating funds for utilities and other necessities, the use of credit (including home equity credit), and consumer matters.

5. Instruction relating to community resources that provide services in areas such as educational opportunities, employment skill development, legal services, dental and health care, child care for working mothers, and counseling on family problems such as alcoholism, marital, or drug problems.

6. Counseling on the consequences of convictions for or involvement in alcohol and drug related activities and crimes of a violent nature, including domestic violence.

7. Counseling on the consequences of failing to respond to or avoiding delivery of notices from OSLH or failure to keep OSLH advised of current mailing addresses.

C. OSLH may establish a Drug-Free Awareness Program to inform Occupants of the dangers of drug abuse, OSLH's policy of maintaining a drug-free housing program, penalties that may be imposed for drug abuse violations, and the availability of counseling and rehabilitation.

X. DELINQUENT ACCOUNTS AND OTHER BREACHES OR NONCOMPLIANCE

A. **Delinquency.** Delinquency in payment may stem from an occupant's decision to place a higher priority on other types of expenditures. The critical nature of housing merits giving housing payments a priority claim on family income over almost any other type of expenditure. An occupant that becomes delinquent often cannot muster the financial resources or flexibility to catch up on his or her delinquencies and make the current payment as well. An occupant who makes his or her payments promptly and in full is more likely to have a higher regard for the unit, maintain it in satisfactory condition, and cooperate with other families and with OSLH in building and maintaining a strong community.

If OSLH helps an Occupant become delinquent, either through misplaced generosity or failure to enforce collection, an occupant is not really helped, but is hindered. In addition, failure to collect jeopardizes the entire housing program, as OSLH relies upon collections to pay operating expenses and maintain services. Occupants who make their payments suffer because of those who

do not, services are required to be cut back, and the units inevitably deteriorate. For these reasons, among others, OSLH will not tolerate a delinquent account, and will treat delinquent payments as a breach of the Occupancy document.

B. Other Breaches Constituting Grounds for Termination. Misrepresentation or withholding of material information in applying for admission or in connection with any subsequent reexamination of income and household composition constitutes a breach of an occupant's obligations. Failure without good cause to participate in the counseling program or to observe or comply with any of the terms and conditions under an Occupancy document will also be considered a breach of that document. Certain criminal activity including those that threaten the health, safety, or right to peaceful enjoyment of the premises by other occupants shall be cause for expedited termination of occupancy.

C. Drug-Free Housing Policy. The sale, use, possession, purchase, manufacture, or transfer of illegal drugs or other controlled substances or drug related paraphernalia on the premises by an occupant, any member of an occupant's household, or any guest or other person under an occupant's control, is a breach of an occupant's obligations. As soon as its possible to implement, all occupants shall be required to notify OSLH of any federal, state, or tribal drug statute conviction of any person residing in his or her unit no later than five (5) days after such conviction. Any violation of this paragraph may subject an occupant to expedited termination of the Occupancy document, and the matter also shall be reported to the appropriate law enforcement agencies. Damage to housing units or other OSLH property related to the manufacture or sale of illegal drugs or other controlled substances will be charged to the occupant and/or the offender.

D. Plan of Action. If an occupant breaches any of his or her obligations under an occupancy document, and after such noncompliance comes to the attention of OSLH, OSLH shall send the Occupant a Notice of Noncompliance, requesting a meeting within five (5) days of receipt of said Notice. OSLH shall discuss the matter with the Occupant and provide an opportunity to him or her to state any explanations, justifications, or complaints that he or she may have. A specific Plan of Action shall be agreed upon, indicating specifically how the Occupant will come into compliance and any appropriate actions that OSLH proposes to take. In cases of delinquency, payment shall be due within thirty (30) days of the above meeting unless special arrangements are made to enable payments to be made over a reasonable period of time and to obtain counseling relating to efficient budgeting of the Occupant's household resources. The Plan of Action shall be put in writing and shall be signed and dated by both OSLH and the Occupant. If the Occupant refuses to meet with OSLH or to agree to a Plan of Action or fails at any time to comply with the Plan of Action, OSLH may proceed with termination procedures.

E. Records. Records of meetings with occupants, written Plans of Action agreed upon, and all other related steps taken by OSLH shall be maintained by OSLH in occupants' files.

F. Enforcement. If noncompliance is not corrected pursuant to a Plan of Action, OSLH may terminate the occupancy pursuant to the terms and conditions of that occupancy document and to the terms and conditions of this Policy, and, if applicable and feasible, to institute eviction and/or collection proceedings against the occupant, including action in Tribal Court.

VIII. TERMINATION PROCEDURES

A. **Notice of Termination.** The CEO shall initiate termination of an occupancy document by giving the occupant a written Notice of Termination. Such Notice shall state the following:

1. The reason for termination and the existence and availability of this Policy;
2. Occupant's right to request a hearing before the CEO by filing a written request within ten (10) days of receipt of the Notice of Termination to provide information or arguments on why termination should not occur;
3. That, if occupant does not timely request and attend a hearing, the Occupancy document shall terminate thirty (30) days after the Notice of Termination;
4. That occupant has the right to examine and copy, before the hearing, all relevant documents, records, or regulations of OSLH that are directly related to the termination;
5. That if, at the hearing before the CEO, occupant provides evidence or assurances satisfactory to the CEO that occupant will cure the breach and continue to carry out his or her Occupancy document obligations, the CEO may, but is not required to, rescind or extend the Notice of Termination, but only if a stipulated judgment is entered into and approved by the Court.
6. That occupant has the right to be represented or accompanied by a person of his or her choice;
7. That occupant has the right to receive a written decision on the merits responding to the information or arguments presented by occupant.

B. **Hearing.** The CEO shall schedule a hearing upon request by the occupant. The hearing shall take place no earlier than (10) days and no later than thirty (30) days after the date the occupant's request is received. At the hearing, the occupant must show his or her entitlement to the relief sought.

C. **The Decision of the Executive Director.** The CEO shall prepare a written decision together with the reasons therefore within ten (10) working days after the hearing. Copies of the decision shall be sent to the occupant in the manner provided herein for giving notice. If the occupant provides evidence or assurances satisfactory to the CEO that the occupant will cure the breach and continue to carry out his or her Occupancy document obligations, the CEO may, but is not required to, rescind or extend the Notice of Termination. The CEO's written decision shall inform the occupant of his decision.

D. **Notice.** Any Notice by the CEO or OSLH to an occupant required under the Occupancy document or by law or this Policy shall be:

1. delivered in writing to the occupant personally;

2. personally delivered in writing to any adult member of the occupant's family residing in the housing unit at issue or at such other address as may have been provided to OSLH by the occupant or anyone else knowing the occupant's whereabouts;

3. sent by certified mail, return receipt requested, addressed to the occupant of the housing unit at issue and to such other address as may have been provided to OSLH by the occupant or by anyone else knowing the occupant's whereabouts, postage prepaid, notwithstanding any contract or agreement between the parties to the contrary; and posted in a conspicuous place on the unit.

If service of the Notice was attempted by certified mail and the occupant cannot be located or refuses to accept Notice, Notice will be deemed to have been received five (5) working days after the certified mailing of the Notice.

C. Exclusive Remedy. All hearings and appeals challenging termination of occupancy shall be governed by the provisions of this Management and Occupancy Policy. No occupant shall be afforded rights to challenge or appeal a termination under any other policy or procedure.

XI. EXPEDITED HOUSING TERMINATION PROCEDURES

A. OSLH may use expedited procedures for any termination of a tenancy that involves:

1. Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Indian housing development by other residents or employees of OSLH; or

2. Drug-related activity in violation of this Policy.

B. OSLH shall inform the occupant that he or she has the right, before any court hearing or trial, to examine any relevant documents, records, or regulations of OSLH directly related to the termination or eviction.

XII. VOLUNTARY HOUSING TERMINATIONS

A. Homebuyer's Occupancy.

1. Certain homebuyers may be entitled to terminate their participation in an OSLH homebuyer program and the occupancy of their units. They can do so by giving OSLH written notice of such, and the lease term and the occupancy shall terminate on the thirtieth (30th) day after OSLH receives such notice

2. Notice to OSLH shall be in writing and either delivered to a OSLH employee at the OSLH office during normal business hours or sent to OSLH by certified mail, return receipt requested, properly addressed, postage prepaid, notwithstanding any contract or agreement between the parties to the contrary.

3. If an occupant vacates a housing unit without proper notice to OSLH, he or she shall remain subject to the obligations of the agreement, including the obligation to make monthly payments, until OSLH terminates the agreement.

4. If a Homebuyer's occupancy is terminated, the balances in an occupant's Reserves and Accounts shall be disposed of pursuant to the agreement. Furthermore, the occupant shall be required to pay all delinquencies owed to OSLH and such delinquencies may be credited against other funds owing to OSLH by the occupant.

B. Renter's Occupancy.

1. An Occupant of certain rental units may also terminate his or her lease prior to its natural expiration by giving OSLH written notice of such, and Renter's occupancy shall terminate on the thirtieth (30th) day after OSLH receives such notice.

2. Unless otherwise stated in the lease, any occupant who vacates a rental without notice to OSLH shall be charged rent on a prorated daily basis for the shorter of:

- a. The period of the time the unit is vacant; or
- b. Thirty (30) days after OSLH learns of the vacancy.

3. If an occupant is absent from his or her unit for thirty (30) consecutive days, he or she may be deemed, at OSLH's discretion, to have abandoned the unit.

XIII. HOUSING EVICTIONS AND COLLECTIONS

A. Eviction. If OSLH's final decision is to terminate occupancy, but the occupant will not vacate the premises by the date of termination, as provided for herein, OSLH may file an eviction action in the applicable Tribal Court.

B. Collection. If OSLH's final decision is to terminate the occupancy, and the occupant has failed to pay to OSLH any delinquent amounts, arrearages, and utility or other charges, as appropriate, OSLH may file a civil complaint with the Tribal Court to both recover such payments as well as to seek an order of eviction.

* * *