

PAWNEE NATION HOUSING AUTHORITY



NON-NAHASDA LEASE PURCHASE PROGRAM ADMISSIONS AND OCCUPANCY POLICY

Approved on March 11, 2025

NON-NAHASDA LEASE PURCHASE
ADMISSIONS AND OCCUPANCY POLICY

A. ORDER OF PREFERENCE AND HOMEBUYER SELECTION CRITERIA

Homebuyers will be selected from among applicants eligible for dwellings of given sizes, pursuant to the following priority list as established in Pawnee Nation Housing Authority (PNHA) Resolution #25-00.

In accordance with conditions of Pawnee Nation Housing Authority Policies, the following priorities for applicant eligibility for homebuyers in the PNHA Lease Purchase Program shall be:

Priority #1: Enrolled Members of the Pawnee Nation of Oklahoma shall be given first preference.

Priority #2: Second order of preference shall be, given to any applicant who can submit a Certificate of Degree of Indian Blood showing any amount of Pawnee Blood without regard to whether they are on any other tribal roll.

Priority #3: Third order of preference shall be given to any applicant who qualifies for non-NAHASDA housing.

Persons applying for the Lease Purchase Program must be a resident of the Area of Operation of the Pawnee Nation Housing Authority. This area includes the area of jurisdiction of the Pawnee Nation.

B. PROCESSING APPLICATION FOR ADMISSION

1. A written application by a responsible member of the family will be obtained from each family seeking admission to the program.
2. All information related to previous housing assets, if applicable, and preference rating will be verified, documented and recorded in the applicant's file.
3. Verified information will be analyzed and a determination made with respect to the following:
 - (A) Verification of applicant as a family.
 - (B) Eligibility of applicants with respect to income limits for admission.
 - (C) Size of unit required for the family.
 - (D) Preference or priority of the applicant family.
 - (E) Eligibility with respect to standards of admission.

NON-NAHASDA LEASE PURCHASE ADMISSIONS AND OCCUPANCY POLICY

INTRODUCTION

This Non-NAHASDA Lease Purchase Admissions and Occupancy Policy of the Pawnee Nation Housing Authority sets forth the following procedures to be used in the administration of the program.

DEFINITIONS

Dependent: A member of the family household (excluding foster children), other than the family head or spouse, who is under 18 years of age, a disabled person, a handicapped person, or a full-time student.

Disabled Person: A person who has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C. 60001 (7)].

Displaced Person: A person displaced by governmental action or natural disaster.

Elderly Family: A family whose head or spouse (or sole member) is elderly, disabled, or handicapped person as defined in this section. It may include two or more elderly, disabled, or handicapped person living together, or one or more of these persons living with one or more live-in aides, as defined below.

Elderly Person: A person who is at least 63 years of age.

Event: Means the death or mental incapacity of all the persons who have executed the agreement as homebuyers.

Family: "Family" means a group of two or more persons who have a stable family type relationship (including members who are temporarily absent) and whose income and resources are available for use in meeting the living expenses of the group. A family includes but is not limited to (a) an elderly family or single person as defined in this section, (b) the remaining member of a tenant family, or (c) a displaced person.

Fulltime Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institute attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Handicapped Person: A person having physical or mental impairment that (a) is expected to be of long continued and indefinite duration; (b) substantially impedes his or her ability to live independently, and (c) is of such nature that such ability could be improved by more suitable housing conditions.

Head of Household: A family member who is responsible and accountable for the family.

Lease Purchase Agreement (Agreement): contract between the homebuyer and the Housing Authority that describes certain homebuyer rights and responsibilities while living in a non-NAHASDA house.

Live-in Aide: A person who resides with an elderly, disabled, or handicapped person or persons, and who (a) is determined by the Housing Authority to be essential to the care and well-being of the person(s); (b) is not obligated for support of the person(s); and (c) would not be living in the unit except to provide necessary supportive services.

Lodgers shall not be included in determining the size of the family nor shall they be permitted to occupy the unit during the term of the program agreement.

Minor: Minor means a person less than 18 years of age, except that a head of household or spouse shall not be considered a minor.

Single Person: A person who lives alone, or intends to live alone, and who does not qualify as (a) an elderly family, (b) a displaced person (as defined in this section) or (c) the remaining member for a tenant family.

Spouse: The wife or husband of the head of Household.

Successor: A family member identified by the homebuyer(s) in writing as the person who will succeed in the homebuyer's rights and responsibilities under the terms of the agreement.

Subsequent Homebuyer: A homebuyer who is selected for a non-NAHASDA Lease Purchase unit for which the previous agreement has been terminated.

SECTION 1: OBJECTIVES

1-1 Objectives: It is the policy of the Housing Authority:

- A. To provide eligible Pawnee families and other eligible homebuyers as determined by the Housing Authority, affordable housing and the opportunity to become homeowners,
- B. To give Pawnee preference in the selection of homebuyers in accordance with the provisions established by the Pawnee Nation Housing Authority,
- C. To establish objective and reasonable policies for the selection of homebuyers by the Housing Authority among otherwise eligible applicants.

SECTION 2: CONDITIONS GOVERNING ELIGIBILITY

2-1 Eligibility for Admissions: To be eligible for admission to the non-NAHASDA Lease Purchase Program operated by the Housing Authority, applicants must:

- A. Qualify as a family.
- B. Have an annual income.
- C. Be 18 years of age or older or be 17 years of age and married.
- D. Provide all requested information, including the following: a Certificate of Degree of Indian Blood (CDIB) and State Identification (State ID or Drivers License); birth certificates for all children; Social Security cards for every household member listed on the application; and employment verification for each working family member on the required forms.
- E. Agree in writing to participate and fully cooperate in the Housing Authority's counseling and training for the Lease Purchase Program.
- F. Sign all required forms, including the consent for disclosure of information.
- G. Agree to use the home as their principal residence during the term of the Agreement.
- H. Be able and willing to meet all financial obligations of the Agreement, including the obligation to perform or provide the required maintenance and to pay for utilities.
- I. Have a minimum income annually to qualify for the program and be placed in a home. Applicants, who do not meet the requirement for minimum income, may be placed on the waiting list until they meet their qualification.
- J. The applicants must not own or must not be buying housing (house, trailer, etc.) either individually or jointly.

Applicant shall acknowledge, by execution of an agreement with the Housing Authority, that he/she shall comply with all drug policies now existing or hereinafter adopted by the Housing Authority, concerning the use, possession, distribution, sale, manufacture, cultivation of Controlled Dangerous Substances or Counterfeit Controlled Dangerous Substances (as defined by Oklahoma State Statute); and shall acknowledge that if he/she violates that drug policy, or any related policies, rules or regulations, he shall be subject to termination of the agreement and removal from the home.

The Pawnee Nation Housing Authority shall utilize the current one-strike-your-out provisions as allowed for termination of an agreement resulting from any and all drug and criminal activities that occur on or near the premises by homebuyer family members or occupants of the non-NAHASDA units.

SECTION 3: RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY

This section sets forth the basic steps, which shall be taken in obtaining and verifying information from applicant families for the purpose of determining whether they meet the conditions of eligibility for admissions set forth in Section 2.

3-1 Procedures Governing Receipt of Applications:

The Housing Authority will indicate the date and time of receipt of all applications.

3-2 Verification and Documentation of Application Date:

To ensure that the data upon which the determination of eligibility, preference status, monthly payment to be paid, and size of dwelling required, are full, true and complete, the information submitted by each applicant shall be verified.

Complete and accurate verification records consisting of, but not limited to, the following are to be maintained:

- A. Copies of Social Security cards on all household members.
- B. Signed letter or other statements from employers and other pertinent sources giving authoritative information concerning all amounts of income, certified statements from self-employed persons, seasonal workers, declaration of zero income, etc., if income tax returns are not available.
- C. Memoranda of verification data obtained by personal interview, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.
- D. Signed Authorization for Release of Information/Privacy Act Notice form.
- E. Birth certificates for all children.
- F. CDIB Cards.

3-3 Homebuyer Eligibility Criteria:

The Housing Authority shall not approve any applicant for the program if it is determined during the application verification process, outlined in Section 3-2 of this policy, that the applicant family:

- A. Does not have the ability to meet homebuyer obligations, including the obligation to perform or provide the required maintenance, and pay for utilities.
- B. Has a history of conduct, which would be detrimental to the program or homebuyers.
- C. Had previously abandoned a home operated by this or another Housing Authority.
- D. Owes debts incurred from prior occupancy of a home at this or any other Housing Authority.
- E. Does not intend to use the home as its principal residence during the term of the agreement.

- F. A person who has received a home from this Authority or from any other Housing Authority and has paid off the home will not be eligible to receive another home from this Authority, unless the useful life has expired and/or there are no other applicants.

In order to determine the detrimental effect an applicant's conduct would likely have on a development or its residents, documentation is to include letters and reports of interviews or telephone conversation with reliable sources (including the applicant during a home visit), such as current and previous landlords, employer, court records, and police departments. These reports shall include the date, source of information, name and title of person contacted, and a summary of the information received.

Criminal Background checks - Homebuyer hereby expressly consents to a criminal background check before and during the period of the occupancy. If information is received from the Pawnee County Sheriff's Department, stating that an applicant has a record with the National Crime Information Center (NCIC), a letter will be mailed to the applicant informing them of an appointment for a fingerprint card to be made. This fingerprint card will be submitted to the Oklahoma State Bureau of Investigation and the Federal Bureau of Investigation. Applicant eligibility status may not be determined until receipt of information from both the OSBI and the FBI.

3-4 Notification to Applicants of Eligibility Status

- A. If an applicant is determined by the Housing Authority to be eligible for admission, the Housing Authority shall give the applicant a written notice informing their name has been placed on the waiting list.
- B. If an applicant is determined by the Housing Authority to be ineligible for admission, the Authority shall give the applicant written notice, which shall state the basis for the determination. The applicant will be entitled to an informal hearing if a request is made within a reasonable time as specified in the notice.
- C. Applications from families, which are declared ineligible, shall be kept in the active files of the Housing Authority for one (1) year.
- D. If an application remains incomplete for one (1) year, the application will be placed in the inactive files.

SECTION 4: WAITING LIST

4-1 Procedures Governing Maintenance of Waiting List

- A. The Housing Authority shall maintain a waiting list separate and apart from any other Housing Authority waiting lists for families who have applied and have been determined to meet the admission requirements.
- B. Selection of homebuyers shall be made from the waiting list in accordance with Tribal Preference, the date of application, and other pertinent factors in accordance with the Housing Authority's Admission/Occupancy policy.

- C. The Lease Purchase Program waiting list shall be maintained pursuant to Pawnee Preference.

4-2 Changes Affecting Applicant Status

Changes caused by death, marriage, divorce, or other continuing circumstances, or addition of a family member and/or acquisition of other housing are required to be reported to the Housing Authority and become a part of the applicant's records. Failure to report the occurrence of the above-defined changes, or for willfully withholding information may be cause for terminating eligibility for the Program.

4-3 Removal from the Waiting List

All approved applications will be removed from the waiting list and placed inactive for the following reasons only:

- A. Request in writing to be removed.
- B. Change in income, family, housing status, or other factors which disqualifies the applicant.
- C. It is found that the applicant has misrepresented information provided to the Housing Authority.
- D. Applicant is placed in a home.
- E. If, after two communication attempts with applicant within 60 days, no response is received; the application will be placed in the inactive files.

4-4 Annual Re-Examinations for Continued Eligibility: Continued eligibility will be determined by mandatory re-examination of all relevant factors subject to change (income, family status, current housing, etc.) annually. Lack of cooperation for re-certification can result in immediate termination of the Lease Purchase Program Agreement.

SECTION 5: SELECTION OF HOMEBUYERS

5-1 Tribal Preference

The Housing Authority Board of Commissioners has elected to institute Tribal Preference in the selection of homebuyers. It shall therefore be the policy of the Housing Authority of the Pawnee Nation to provide housing on the basis of Pawnee Preference to the greatest extent feasible.

5-2 Former Housing Authority Homebuyers:

Former Housing Authority homebuyers shall not be eligible for another home unless: the former home was lost through a divorce; the home was voluntarily surrendered to the

Housing Authority; and the homebuyer left in good standing, the useful life of the former home has expired and/or there are no other applicants on the waiting list.

Former Housing Authority homebuyers shall not be eligible for another home until all other applicants, by tribal preference and date of application, have been afforded the opportunity to become a homebuyer.

5-3 Selection. Selections will be made dependent upon the availability of an appropriately sized home. In the case of two or more families having equal preference, the date and time of application shall determine the family selected. Selections shall be made from the top of the waiting list for the appropriate size units for existing housing. Pawnee Members that are disabled/handicapped and/or elderly that are in a situation of being homeless without the assistance will be given first priority.

5-4 Notification to Selected Families

- A. When a Lease Purchase house becomes available for occupancy, the Housing Authority shall proceed with the selection of the next eligible homebuyer on the waiting list. Selection of homebuyers shall be made from the list of applicants in accordance with the selection criteria outlined in this Section.
- B. The notification to a selected family shall be in writing and include at the minimum the following information:
 - 1. A statement that the family has been selected for the Lease Purchase Program and the location of the home that has been approved for the family.
 - 2. A statement that the family will be advised at a later date of the time and place for training activities and execution of the Program Agreement and the name(s) of the person(s) who must execute it on behalf of the family.

5-5 Notification to Families not Meeting Admissions Requirements:

When the Housing Authority determines that a family does not meet the admission requirements of the policy, or has not maintained sufficient income for homeownership, the Housing Authority shall give the family prompt written notice of this determination. The Notice shall state that the family is entitled to an informal hearing by the Housing Authority, if a request for such a hearing is made within a reasonable time, as specified in the notice.

5-6 Grievance Procedure:

- A. If an applicant is determined to be ineligible to be placed on the waiting list or for admission, the Housing Authority will give the applicant a written notice which shall state the basis for the determination, and that the applicant is entitled to an informal hearing of the determination with the Executive Director.
- B. A complete copy of the grievance procedure, including time limits, shall be made available for reference at the Housing Authority office and to any person who requests it.

SECTION 6: PROGRAM AGREEMENT

For all subsequent homebuyers or successors, the Lease Purchase Program Agreement must be executed prior to occupancy/payments of the home.

6-1 Execution of Lease Purchase Program Agreement:

- A. A Program Agreement shall be executed in duplicate original.
- B. The Program Agreement shall be executed by the Executive Director of the Housing Authority, on behalf of the Authority, and by the homebuyer and spouse (if any).
- C. The homebuyer shall receive an original Program Agreement and the other shall be retained in the Housing Authority's homebuyer file.

6-2 Income Limits: To be eligible a family must not exceed 100% of the National Median Income or fall below the 80% NMI. The National Median income (herein after referred to as "NMI") is based on an average national scale of annual income earned by a family of four (4) and adjusted by percentages for smaller or larger families.

6-3 Purchase of Home: The purchase of a Lease Purchase Program home shall be in accordance with the provisions contained in the Program Agreement.

6-4 Termination: Termination of a Lease Purchase Program Agreement shall be in accordance with the provisions contained in the Program Agreement and/or the provisions of the Admissions and Occupancy Policy.

6-4.1 Failure to continue to use the Lease Purchase home as the family's principal residence shall constitute grounds for termination of the Program Agreement.

6-5 Move-In Inspections: A move-in inspection shall be performed within ten (10) days of the homebuyer assuming responsibility of the Lease Purchase Program home. All deficiencies will be noted on the move-in inspection form and both the Housing Authority representative, and the homebuyer will sign the form. The homebuyer will receive a copy of the inspection form.

6-6 Maintenance Requirements: The estimated total cost upon move-in that will be required includes deposit for utilities, first month's rent. Explanation of homebuyer responsibilities and obligations required for initial move-in and continued occupancy.

6-7 Post Occupancy Phase: After the family has moved in, homebuyers will receive training in the following areas:

- A. Property care and maintenance
- B. Budgeting and money management
- C. Fire Safety

6-8 Failure to Participate in Counseling: Failure or refusal to participate in counseling authorizes the Pawnee Nation Housing Authority to terminate the admissions process at any time.

SECTION 7: COLLECTION OF PAYMENT AND COMPUTATION

7.1. Determination of Purchase Price and Monthly Payment.

- A. The purchase price and monthly payment of the unit shall be established in accordance with the following terms and provisions:
1. Monthly Payment. The monthly payment shall be an amount equal to the unit's appraised loan value amortized for three hundred (300) months plus a five percent (5%) interest rate.
 2. Initial Purchase Price. The initial price shall be an amount equal to the appraised value of the unit plus a five percent (5%) interest rate. The Housing Authority shall determine the initial purchase price prior to execution of the lease agreement and shall issue a purchase price/amortization schedule to the Homebuyer within thirty (30) days of move-in. The homebuyer also shall receive statements annually detailing the payments made, balance-owed and anticipated pay-off.
 3. Homebuyer Purchase Price for Successorship. The Housing Authority shall establish the purchase price for homebuyers who are successors, the remaining balance owed on the home shall be the purchase price.
 4. Subsequent Homebuyer Purchase Price. The Housing Authority shall establish the purchase price for subsequent homebuyers prior to move-in. Subsequent homebuyers prior to move-in. Subsequent homebuyers shall be issued a purchase price/amortization schedule and periodic statements of account based on the appraised value.

7-2 Payment of Rent

All monthly payments are due on or before the first day of the month. The payment is delinquent if not received in the PNHA office by close of business on the fifth working day of the month. A late charge fee of \$20.00 will be added beginning the 6th working day of the month.

“Insufficient Funds” will not be resubmitted for payment. A \$25.00 fee will be imposed for the returned check, and the PNHA will not accept any personal checks on the account for a period of six (6) months. In the event of two returned checks for insufficient funds, checks will no longer be accepted.

Mailed payments must be received prior to the closing of business on the fifth working day regardless of the envelope being post marked on the fifth business day. Required monthly payments will be accepted between the hours of 8:00 am and 4:30 pm (including the noon hour), Monday through Friday.

Payments will be accepted at the Pawnee Nation Housing Authority Office located at:

Pawnee Nation Housing Authority
126 Eagle Chief Drive
Pawnee, Oklahoma 74058

Pawnee Nation Housing Authority
Non-NAHASDA Lease Purchase Program

Payments are to be made in the form of a check or money order. The Housing Authority has a drop box to accept payments after hours located on the main office door. Payments in cash will not be accepted.

7-3 Acceptable Payment Arrangements Prior to Delinquency.

1. Delayed Payment. The Executive Director, in his or her sole discretion, may approve an arrangement for delayed payment prior to delinquency under circumstances including but not limited to:
 - a. Unusual and unexpected family expenses, such as a death in the family or extraordinary medical expenses not covered by insurance. This does not include changes in normal living expenses, such as grocery bills, utility bills, store bills, etc.;
 - b. Extraordinary expenses incurred as a consequence of natural disaster or otherwise uncontrollable circumstances; and/or
 - c. Sudden loss of income.
2. Partial Payment. A partial payment may be accepted at the time it is due, provided that the balance is paid in full by the end of the same month. A \$20.00 late fee will still be assessed after the 5th business day.
3. Self-Help Opportunity. A homebuyer experiencing difficulty making monthly payments as scheduled may request to attend budget counseling with the PNHA's Executive Director. The PNHA shall require any homebuyer who has continuous compliance issues to sign an addendum to their lease agreement as a condition of continued participation in the Program.

7-4 Payment Arrangements Subsequent to Delinquency

Payback Agreements following delinquency are discouraged and shall be requested in writing to the Executive Director. The Executive Director may, but is not required to, authorize a Payback Agreement upon a showing of one or more of the circumstances set forth in Section 7-3(1), above. Homebuyers owing balances incurred prior to the effective date of this Policy (for which no Payback Agreement exists) may be given the opportunity to make arrangements for a Payback Agreement with the PNHA within a thirty (30) day period, beginning the first (1st) day of the month following the effective date of this Policy. Homebuyers who fail to execute a written agreement within the allotted time period or to petition the Executive Director for relief as set forth above shall be sent a Final Notice for the amount of any unpaid back rent. Installment payments on Pay-back Agreements are subject to the collection procedures set forth in Section 7-3, above, and the Termination Procedures set forth in Article V, below.

7-5 Recertification

- A. In accordance with the Housing Authority's policies, PNHA may re-examine family income and composition of homebuyers in the Lease Purchase Program at any time when income determinations have changed. Homebuyers will be subject to a recertification process as follows:

1. Recertification will be conducted at the beginning of every two years.
2. If the homebuyer fails to submit the information and documentation required for recertification within the designated time span, the monthly house payment will be raised to the maximum payment until necessary documentation is submitted.
3. Families will be notified in writing of any payment adjustment resulting from an interim re-examination or recertification. The homeowner will receive notice in writing that will state the effective date of the adjustment.

B. Eligibility for Continued Occupancy

To be eligible for continued occupancy in the Lease Purchase Program housing units operated by the Housing Authority, all occupants must:

1. Be an authorized member of the family composition and be listed members of the household.
2. Provide all requested information for re-examinations or recertifications.
3. Be in full compliance with all provisions in the Lease Purchase Program Agreement.

C. Changes Affecting Homebuyer Status

Changes caused by death, marriage, divorce, or other continuing circumstances, or the addition of a family member must be reported to the Housing Authority at the time of recertification. Failure to report the occurrence of the above-defined changes or for willfully withholding information may be cause for termination of lease.

D. Misrepresentations

The Housing Authority will notify a homebuyer in writing if any misrepresentation of Income, household composition or other stated facts are revealed through annual or Interim re-examination or through other means. The Housing Authority may require that the homebuyer pay the difference between what was collected and what should have been collected during the period in question. The Housing Authority also has the option of termination of the Lease Purchase Program Agreement or allowing the homebuyer to pay off the unit.

7-6 Special Re-Examination

Other than the regularly scheduled re-examination or recertification, monthly payments will be adjusted when there is a decrease in a family's income, which causes a temporary hardship situation for the family. All information will be verified in accordance with this policy.

1. The payment may be lowered retroactively to the same month, if the notification is received before the 15th day of the month. If the notification is after the 15th day of the month, the change will be effective the 1st day of the following month.
2. If at the time of the recertification process, a family is clearly low income, but it is not possible to make an estimate of the family income for the next 12-month period with any degree of accuracy because (1) the applicant is unemployed and there are not anticipated prospects of employment, or (2) the conditions of employment and/or receipt of income are so unstable as to invalidate usual and normal standards for determination, a special re-examination may be scheduled for a 90-day period.
3. If at the time of such re-examination, it is still impossible to make a reasonable estimate of family income, special re-examinations shall continue to be scheduled and conducted until such time as a reasonable estimate of family income can be made for the next twelve months. Each time the Lease Purchase Program payments are lowered the pay-off date of the home will be extended.

SECTION 8: OTHER OCCUPANCY REQUIREMENTS

8-1 Annual Statement to Homebuyers

The Housing Authority shall provide, in lieu of an annual statement to the homebuyer, an initial amortization schedule, which shall show the payoff balance by date. The payoff period shall be established at twenty (20) years or until the balance is paid in full.

8-2 Insurance

The Housing Authority shall carry fire and extended insurance coverage, on the Lease Purchase Program unit. Homebuyers are responsible for securing insurance coverage for personal property and the contents of the house such as furniture, clothes, and appliances.

8-3 Annual Inspections

One provision of the Housing Authority is that on-site inspections of all units shall be performed not less than annually. Therefore, for non-NAHASDA units the Housing Authority shall conduct a complete interior and exterior examination of each Lease Purchase Program home at least once a year and shall furnish a copy of the inspection report the Lease Purchase Program homebuyer.

The Homebuyer will be notified by mail of the date and time of inspection. If the homebuyer cannot be home, or have another adult or relative present, they are to notify the Housing Authority immediately. The homebuyer will be notified by a second letter of the rescheduled inspection date and time. If the homebuyer fails to allow access to their home for the second scheduled inspection, they shall be considered to be in breach of their Lease Purchase Program Agreement and subject to termination.

8-4 Probation Period:

After a two (2) year probation period, homebuyers shall be responsible for all repairs and maintenance to the home. Homebuyers are responsible for the cost and completion of any repairs caused by the Homebuyers or their guest(s). Homebuyers shall report any maintenance needs and/or problems with items that may be covered under manufacturer’s warranties (including but not limited to appliances, roofs and HVAC systems) to the PNHA, so that arrangements for repair or replacement of these items may be arranged. Homebuyers who fail to report such problems to the PNHA within the warranty period or who undertake repairs of covered items may void the manufacturer’s warranty and shall be responsible for repairing or replacing such items at their own expense. A list/packet of the applicable warranties for a particular unit may be provided to the Homebuyer upon request.

The Homebuyer(s) shall activate and pay any required deposits for utility services (including, but not limited to, water, gas and electricity) in the Homebuyer's name prior to occupancy. Documentation of such services shall be provided to the PNHA at the time the lease is executed. Disconnection of utility services to the unit for a period in excess of ten (10) days constitutes grounds for termination of participation in the Program.

8-4 Number of Bedrooms:

In most cases the Housing Authority will not allow 2 people per bedroom. Except for husband and wife, persons of the opposite sex will not occupy the same bedroom. In addition, families with children of the same sex with age differences of 5 years or more shall not occupy the same bedroom. In determining the number of bedrooms required, the Housing Authority will consider sex and age of family members and to physical health problems of family members. To avoid overcrowding of housing units tenants are required to inform the Housing Authority whenever there is a change in household composition from that shown on the application completed during the occupant interview.

The following standards will determine the number of bedrooms required to accommodate a family or a given size, except that the Executive Director may waive such standards.

1. When a home vacancy exists, it is necessary to achieve occupancy; or
2. When the family expects a change in household composition within the period of occupancy.

Number of Persons: 06

<u>Number of Bedrooms</u>	<u>Minimum</u>	<u>Maximum</u>
2	2	4
3	3-4	6
4	5-6	8
5	7-8	10
6	9-10	12

SECTION 9: SUCCESSION UPON DEATH OR MENTAL INCAPACITY

- A. **Definition of “event”:** “Event” means the death or mental incapacity of all of the persons who have executed the Lease Purchase Program Agreement as homebuyers.
- B. **Designation of successor by homebuyer:** Unless otherwise provided by the Housing Authority’s occupancy policies, a homebuyer may designate a successor who, at the time of the “event” would assume the status of homebuyer, provided that at that time he or she meets the conditions stated in paragraph “C” of this section. The designation shall be made at the time of execution of the Agreement, and the homebuyer may change the designation at any time by written notice to the Housing Authority.
- C. **Succession by persons designated by Homebuyer:** Upon occurrence of an “event”, the person designated as the successor shall succeed to the former homebuyer’s rights and responsibilities under Lease Purchase Program Agreement if the designated successor meets the following conditions:
- i. The successor is a family member and will make the home his or her primary residence;
 - ii. The successor is willing and able to pay the house payment and to perform the obligation of a homebuyer under a Lease Purchase Program Agreement;
 - iii. The successor satisfies program eligibility requirements; and
 - iv. The successor executes a new Lease Purchase Program Agreement.
- D. **Designation of successor by Housing Authority:** If, at the time of the event there is no successor designated by the homebuyer, or if any of the conditions in paragraph “C” of this section is not met by the designated successor, the Housing Authority may designate, in accordance with its occupancy policy, any person who qualifies under paragraph “C”.
- E. **Occupancy by appointed guardian:** If at the time of the event there is no qualified successor designated by the homebuyer or by the Housing Authority in accordance with the foregoing paragraphs of this section, and a minor child or children of the homebuyer are living in the home, the Housing Authority may, in order to protect their continued occupancy and opportunity for acquiring ownership of the home, approve as occupant of the home an appropriate adult who has been appointed legal guardian of the children with a duty to perform the obligations of the Lease Purchase Program Agreement in their interest and behalf.
- F. **Termination** in absence of a qualified successor. If there is no qualified successor in accordance with the Housing Authority’s approved policy, the Housing Authority shall terminate the Lease Purchase Program Agreement and select a subsequent homebuyer to occupy the unit under a new Lease Purchase Program Agreement.
- G. **Waiting List:** A waiting list shall be maintained for each program managed by the Housing Authority by calendar date and time the application is received.

Article I – Definitions

Homebuyer: The person(s) who has executed this homebuyer agreement and has not yet achieved homeownership.

Homebuyer Agreement: An agreement between the PNHA and the homebuyer detailing the requirements of the Pawnee Lease Purchase Program.

Monthly Payment: The amount paid by the homebuyer on a monthly basis. This amount is determined in accordance with the Pawnee Nation Housing Authority’s Payment Policy. All monthly payments shall first be applied to taxes and insurance and then applied to the unpaid balance of the purchase price.

Successor: An eligible person designated by the homebuyer to succeed to all rights and obligations of the homebuyer agreement upon the occurrence of an “event” as described in the PNHA’s Admissions and Occupancy Policy.

PNHA: The Pawnee Nation Housing Authority. The entity with which the homebuyer enters into this agreement and the owner of said home until the purchase price has been paid in full.

Article II – Basic Terms and Conditions

- A. This homebuyer agreement will remain in effect until terminated by one or both parties or until all obligations are met, and the purchase price is paid in full.
- B. The homebuyer agrees to abide by all terms, conditions and requirements contained in this agreement. The homebuyer is also bound by all applicable PNHA policies which are established by the Board of Commissioners. These policies are subject to revision at anytime during the period that this agreement is in effect.
- C. Homebuyer responsibilities include but are not limited to:
 - 1. Homebuyer is responsible for all maintenance to the home.
 - 2. Homebuyer is required to attend all mandatory counseling.
 - 3. Homebuyer agrees to allow the PNHA to inspect the home with adequate notice.
 - 4. Homebuyer is required to maintain the home and all surrounding areas in a decent, safe and sanitary condition.
 - 5. Homebuyer is required to use the home as a principal residence.
 - 6. Homebuyer is responsible for payment of all utilities, including deposits
 - 7. Homebuyer must keep utilities in working order at all times.
 - 8. Homebuyer agrees to make all payments in accordance with PNHA policy.
 - 9. Homebuyer is responsible for providing all information required by the PNHA in a timely manner. All such information shall be accurate and complete. Submission of fraudulent information shall be grounds for termination of the agreement.

10. Homebuyer is required to meet all the requirements contained in the PNHA's Admission and Occupancy Policy.
11. Homebuyer may not sublease without permission from the Board of Commissioners.

Article III – Option to Purchase and Conveyance.

Upon fulfillment of all obligations, the homebuyer shall be given the opportunity to purchase the home. Financial obligations include the purchase price of the home and any expenses incurred in the conveyance of the home. Any surplus funds remaining after conveyance, shall be refunded to the homebuyer.

Article IV – Commencement of Occupancy.

After selection by the PNHA, and acceptance of the home by the homebuyer, the homebuyer will be required to meet all pre-occupancy obligations, prior to occupancy. Such obligations include but are not limited to counseling, payment utility deposits and submission of requested information. Prior to occupancy, the homebuyer shall be given the opportunity to inspect the home and identify any discrepancies.

Article V - Termination of the Agreement.

A. Termination by the Homebuyer:

The homebuyer may terminate this agreement at anytime by providing written notice. Such notice shall be given at least thirty (30) days in advance of the desired termination. A move out inspection to determine any damages or charges owed to the PNHA, shall be conducted prior to termination.

B. Termination by the PNHA:

In the event that the homebuyer fails to comply with any of the obligations under this agreement, the PNHA may terminate the agreement by written notice to the homebuyer. The procedure for eviction of the homebuyer is outlined in the PNHA's Collection Policy. The homebuyer's rights are outlined in the PNHA's Grievance Policy.