

PAWNEE NATION HOUSING AUTHORITY



NAHASDA LEASE PURCHASE PROGRAM ADMISSIONS AND OCCUPANCY POLICY

**Amended on July 8, 2025; and Approved MARCH 16, 2004, by
RESOLUTION #04-02**

NAHASDA LEASE PURCHASE ADMISSTIONS 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 Resolution #04-02

In accordance with the conditions of Title II of the 1968 Civil Rights Act, the following priorities for applicant eligibility for participants in the Pawnee Nation NAHASDA Lease Purchase Program shall be:

- (1) Enrolled Members of the Pawnee Nation of Oklahoma shall be given first preference. Priority #1
- (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 or not they are on any other tribal roll. Priority #2
- (3) Third order of preference shall be given to any applicant who can submit a Certificate of Degree of Indian Blood from any federally recognized tribe. Priority #3

Persons applying for the NAHASDA 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.

NAHASDA LEASE PURCHASE ADMISSIONS AND OCCUPANCY POLICY

INTRODUCTION

This NAHASDA Lease Purchase Program Admissions and Occupancy Policy of the Pawnee Nation Housing Authority sets forth the following procedures to be used in the administration of the NAHASDA Lease Purchase Program. The Housing Authority shall also ensure compliance with the requirements of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), the Indian Civil Rights Act of 1968, the Indian Housing Act of 1988, Title VI of the Civil Rights Act of 1964, non-discrimination, 750 (requires applicants to disclose Social Security numbers) and 760 (requires applicants to sign consent forms to verify income).

DEFINITIONS

1. **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.
2. **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)].
3. **Displaced Person:** A person displaced by governmental action or natural disaster.
4. **Elderly Family:** A family whose head of household or spouse (or sole member) is an elder as defined in this section. It may include two or more elders living together, or one or more of these persons living with one or more live-in aides, as defined below.
5. **Elderly Person:** A person who is at least 63 years of age.
6. **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.

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 Lease Purchase Program.

7. **Live-in Aide:** A person who resides with an elder 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.

8. 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.
9. 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 a nature that such ability could be improved by more suitable housing conditions.
10. NAHASDA Lease Purchase Program (Lease Purchase Program): contract between the homebuyer and the Housing Authority that describes certain homebuyer rights and responsibilities while living in a Lease Purchase home.
11. 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 of a tenant family.
12. Head of Household: A family member who is responsible and accountable for the family.
13. Spouse: The wife or husband of the head of Household.
14. 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.
15. Event: Means the death or mental incapacity of all of the persons who have executed the Lease Purchase Program Agreement as homebuyers.
16. Successor: A family member identified by the homebuyer(s) in writing as the person who will succeed to the homebuyer's rights and responsibilities under the terms of the Lease Purchase Program.
17. Subsequent Homebuyer: A homebuyer who is selected for a Lease Purchase Program unit for which the previous lease has been terminated.

SECTION 1: OBJECTIVES

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

- A. To provide eligible, low-income, Pawnee families, and other eligible participants 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 of Native American Housing Assistance and Self Determination Act (NAHASDA) and with Tribal Preference as established by the Housing Authority,
- C. To establish objective and reasonable policies for the selection of program participants 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 Lease Purchase Program operated by the Pawnee Nation Housing Authority, applicants must:

- A. Qualify as a family.
- B. Have an annual income, which does not exceed the maximum income limit for that family size as defined in this policy. (See income limits).
- 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) for at least one family member; birth certificates for all children; Social Security cards for every household member, six years or older, 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 Home Ownership Program 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 a Lease Purchase with the Housing Authority, that he 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 violates that drug policy, or any related policies, rules or regulations, he shall be subject to termination of the Lease Purchase 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 Lease Purchase Program 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 six years of age and older.
- B. Signed letters or other statements from employers and other pertinent sources giving authoritative information concerning all amounts of income.
- C. Certified statements from self-employed persons, seasonal workers, etc., if income tax returns are not available.
- D. Memoranda of verification data obtained by personal interview, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.
- E. Signed Authorization for Release of Information/Privacy Act Notice form.
- F. Birth certificates for all children.
- G. CDIB card.

3-3 Participant 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 participants.
- 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 Lease Purchase Program 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. In accordance with NAHASDA 1000.150, 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:

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.

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.

Applications from families, which are declared ineligible, shall be kept in the active files of the Housing Authority for one (1) year.

If an application remains incomplete for one year, the application will be placed in the inactive files.

SECTION 4: LEASE PURCHASE PROGRAM 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 for Lease Purchase Program housing 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 and 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 the cause for terminating eligibility for the Lease Purchase 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 Lease Purchase house.
- E. If, after two communication attempts with applicants within 60 days, with 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 actors 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 PARTICIPANTS

5-1 Tribal Preference:

In accordance with NAHASDA, the Housing Authority Board of Commissioners has elected to institute Tribal Preference in the selection of participants in the Lease Purchase Program. 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 of Families:

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 Program 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 Lease Purchase 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: LEASE PURCHASE 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 Lease Purchase Program Agreement shall be executed in duplicate original.

- B. The Lease Purchase 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 Lease Purchase 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 be a “low-income family”, which is a family who’s annual income does not exceed 80% of the National Median Income. 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.

- A. According to Federal Regulations a non-low-income family, which is a family whose income exceeds 80 % of the NMI, may participate in a program governed by this policy under conditions specified in 24 CFR section 1000.110.
- B. The Pawnee Nation Housing Authority may use 10% of its annual grant amount for families whose income exceeds 80% of the NMI without HUD approval.

6-3 Purchase of Home:

The purchase of a Lease Purchase Program home shall be in accordance with the provisions contained in the Lease Purchase Program Agreement.

6-4 Termination of Agreement:

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

6-5 Principle Residence:

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

6-6 Move-in Inspection:

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.

6-7 Maintenance Requirements:

The estimated total cost upon move-in that will be required includes deposit for utilities,

first months rent. Explanation of homebuyer responsibilities and obligations required for initial move-in and continued occupancy.

6-8 Post Occupancy Phase:

After the family has moved in, homebuyer's will receive training in the following areas:

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

6-9 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: INITIAL DETERMINATION AND REEXAMINATION OF FAMILY INCOME

7-1 Payment Calculation:

The required monthly payment is computed by multiplying adjusted gross income by 15%, and subtracting the utility allowance.

7-2 Annual Income:

The Housing Authority has elected to utilize all three definitions of annual income designated under NAHASDA. The definition that is deemed most advantageous by the Housing Authority will be applied, both for initial eligibility and recertification.

Annual income shall be defined as one (1) of the following three (3) meanings:

1. "Annual income" as defined for HUD's Section 8 programs in 24 CFR part 5, subpart F; or,
2. "Annual income" as reported under the Census long-form for the most recent available decennial Census. This definition includes:
 - A. Wages, salaries, tips, commissions, etc.;
 - B. Self-employment income;
 - C. Farm self-employment income;
 - D. Interest, dividends, net rental income, or income from estates or trusts;
 - E. Social Security or railroad retirement;
 - F. Supplemental Security Income, Aide to Families with Dependent Children, or other public assistance or public welfare programs;
 - G. Retirement, survivors, or disability pensions; and

- H. Any other sources of income received regularly, including Veterans, (VA) payments, unemployment compensation, and alimony; or,
3. “Annual income” defined as adjusted gross income for purposes of reporting under the Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes.

Deductions:

Adjusted income means the annual income that remains after excluding the following deductions:

Deductions from an annual family income are as follows:

- A. \$400 if family is elderly, handicapped or disabled.
- B. Three percent (3%) medical deduction (documented).
- C. \$480 for each member of the family residing in the household (other than the head of household or spouse of the head of household) who is under 18 years of age, or who is 18 years of age or older; and a disabled person or a full time student.
- D. Childcare expenses for children under the age of 13, to the extent necessary to enable another member of the family to be employed or to further his or her education (documented).
- E. Excessive travel expenses (not to exceed \$25 per family per week, for employment related or education related travel). Must be documented with receipts.
- F. For any family that is not an elderly family but has a handicapped or disabled member, other than the head of household or spouse, handicapped assistance expenses in excess of three percent of annual income. But this allowance may not exceed the gross income received by family members who are 18 years of age or older as a result of the assistance to the handicapped or disabled person.
- G. For an elderly family:
 - 1. That has no handicapped assistance expense, an allowance for medical expenses equal to the amount by which the medical expenses exceed three percent of annual income.
 - 2. That has handicapped assistance expenses greater than or equal to three percent of annual income, an allowance for handicapped assistance expenses, plus an allowance for medical expenses that is equal to the family’s medical expenses.
 - 3. That has handicapped assistance expenses that are less than three percent of annual income and allowance for combined handicapped assistance expenses and medical expenses that are equal to the amount by which the sum of these expenses exceeds three percent of annual income.

7-3 Recertification:

A. In accordance with NAHASDA Section 1000.128 the Housing Authority may re-examine family income and composition of homebuyers in the Lease Purchase Program,

1. If the homebuyer fails to submit the information and documentation required for re-certification with the designated time span, the monthly house payment will be raised to the maximum payment.
2. Families will be notified in writing of any payment adjustment resulting from an interim re-examination and the notice will state the effective date of the adjustment.

B. Eligibility for Continued Occupancy

In order to be eligible for continued occupancy in a Lease Purchase 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 at re-examinations.
3. Be in full compliance with all provisions in the Lease Purchase 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 re-certification. Failure to report the occurrence of the above-defined changes or for willfully withholding information may be cause for termination.

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 pays 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 Agreement or allowing the homebuyer to pay off the unit.

7-4 Special Re-Examination:

Other than the regularly scheduled re-examination, 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.

- A. 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.
- B. If at the time of the re-certification 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.

- C. 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 NAHASDA is that on-site inspections of all units shall be performed not less than annually. Therefore, the Housing Authority shall conduct a complete interior and exterior examination of each Lease Purchase home at least once a year and shall furnish a copy of the inspection report the Lease Purchase 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 Agreement and subject to termination.

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 give consideration to 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.

- When a home vacancy exists and it is necessary to achieve occupancy; or
- 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>
0	1	1
1	1	2
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 Agreement as homebuyers.
- B. **Designation of successor by homebuyer:** (1) 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 Agreement if the designated successor meets the following conditions:
1. The successor is a family member and will make the home his or her primary residence;
 2. The successor is willing and able to pay the house payment and to perform the obligation of a homebuyer under a Lease Purchase Agreement;
 3. The successor satisfies program eligibility requirements; and
 4. The successor executes a new Lease Purchase 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 are 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.

SECTION 10. GENERAL TERMS AND CONDITIONS

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 TDHE and the homebuyer detailing the requirements of the Pawnee Nation Housing Authority 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 TDHE’s Admissions and Occupancy Policy.

TDHE: Tribally Designated Housing Entity. 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 TDHE 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 of the home.
 - 2. Homebuyer is required to attend all mandatory counseling.
 - 3. Homebuyer agrees to allow the TDHE 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 TDHE policy.
 - 9. Homebuyer is responsible for providing all information required by the TDHE 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 TDHE'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 TDHE, 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 damage or charges owed to the TDHE, shall be conducted prior to termination.

B. Termination by the TDHE:

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

Purchase Price and Payment Agreement

The purchase price for the home covered by this agreement shall be \$ _____ at (0) zero interest and a payout period of **twenty** (20) years. In addition to the purchase price, the homebuyer shall be charged with all expenses incurred in the conveyance of the home.

The Homebuyer shall be required to make monthly payments in accordance with the TDHE’s Payment Policy. All monthly payments will be applied to the unpaid balance of the purchase price until the price and conveyance expenses are paid in full. All payments are unrefundable. The homebuyer shall not accrue any equity in the home.

The Establishment of Payment – Each homebuyer shall be required to make monthly minimum payments equal to 15% of their adjusted monthly income but not to exceed 30% of adjusted monthly income, the maximum payment shall be as established by the Board of Commissioner’s of the PNHA. All payments should be made in the form of a check or money order.

The TDHE shall issue the homebuyer an annual statement detailing the amounts paid and the balance owed on the home. This statement shall be issued after the homebuyer has fulfilled all Recertification requirements as outlined in the TDHE’s Admission and Occupancy Policy.

Homebuyer

Date

Homebuyer

Date

Executive Director

Date

Project # _____, Unit # _____, Address _____

NAHASDA LEASE PURCHASE PROGRAM WITH OPTION TO PURCHASE AGREEMENT

Article VI. Parties: Definition.

1.1 Parties

This Agreement, entitled NAHASDA LEASE PURCHASE PROGRAM WITH OPTION TO PURCHASE AGREEMENT, is entered into by and between the Pawnee Nation Housing Authority, hereinafter referred to as the PNHA and the Participant, hereinafter referred to as the homebuyer, whose signature(s) appears below. Under this Agreement the PNHA will give the homebuyer an opportunity to achieve homeownership of a home in a project for at an adjustable rate based on income and in return for the Lessee’s fulfilling obligations to make monthly payments, to provide all maintenance of the home and to satisfy all other regulatory requirements. The terms and conditions of this Agreement are attached hereto and made a part hereof. By execution of this Agreement the homebuyer consents to amendment of same to conform to provisions of the Native American Housing and Self-Determination Act of 1996 (NAHASDA) and PNHA regulations. This Agreement has been executed in duplicate original, and the Lessee hereby acknowledges receipt of one such original.

PNHA: PAWNEE NATION HOUSING AUTHORITY

By: _____
(Chairman of the Board of Commissioners)

(Homebuyer Full Name)

(Homebuyer Full Name)

(Project #, Unit #, Address)

_____ Initial Homebuyer

Legal Description of Real Property (Abstract): _____

Date: _____

Article VII - Succession Upon Death, Mental Incapacity or Abandonment.

NAME: _____ DATE: _____

ADDRESS: _____ ACCT#: _____

In the event of the death or mental disability of all of the original parties of the Lease Purchase Agreement, the person designated in writing by the homebuyer as successor to the Lease Purchase Agreement shall assume the status of homebuyer and acquire all of the homebuyer's rights and responsibilities, provided that he meets the following conditions:

- (a) The successor is a family member and will make the home his/her primary residence;
- (b) The successor is willing and able to pay the administrative charge and perform the obligations of this agreement;
- (c) The successor satisfies program eligibility requirements; and
- (d) The successor executes an assumption of the former homebuyer's obligations under the Lease Purchase Program Agreement.

The designated successor of this agreement is:

First Name	MI	Last Name
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Address

City	State	Zip
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Relationship to Homebuyer

Homebuyer	Date
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Homebuyer	Date
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STATE OF OKLAHOMA
COUNTY OF PAWNEE

BEFORE ME, the undersigned, a Notary Public, in and for said county and State on this ____ day of _____, 20____, personally appeared _____ to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that the executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written

My Commission Expires: _____
Notary Public

SEAL

Executive Director

Chairman, Board of Commissioners