

**Little Traverse Bay Bands of Odawa Indians  
Housing Department**

**LTBB HOUSING RENTAL OPERATIONS POLICY**

**PURPOSE OF THIS POLICY:**

The LTBB Rental Housing Program is designed to increase affordable housing opportunities for enrolled Citizens of the Little Traverse Bay Bands of Odawa Indians. The LTBB Housing Department manages several rental units and this policy is designed to provide guidelines as to how we determine our monthly rents, lease renewals, and waiting lists. The program also provides counseling to all applicants on the advantages of Home Ownership and long term planning on how to achieve this.

**Program Requirements:**

To be eligible to enter into a lease with the LTBB Housing Department, an applicant must meet and/or comply with the following requirements:

1. Must be a member of the Little Traverse Bay Band of Odawa Indians. The LTBB Housing Department does show tribal preference and will only enter into a lease agreement with a member of our tribe.
2. Applicants must submit a completed and signed application to the LTBB Housing Department
3. The LTBB Housing Department will maintain a current waiting list of applicants for the LTBB Rental Program. This waiting list will be kept based on date of application. A separate waiting list will be maintained for the units that are funded by Rural Development. This list will be maintained based on date of application but also adjusted by income level.
4. All applications will be accompanied by current income verification for the household. Applications will not be considered complete, and applicants will not be placed onto the waiting list until all necessary documents have been received by the LTBB Housing Department.
5. All applications for being housed in a LTBB Rental Unit will be kept on the waiting list but only the complete applications will be given a date and time. Until an applicant completes the application process they will not be considered for a housing unit.
6. Applicants must be a Citizen in good standing with the Little Traverse Bay Bands of Odawa Indians (applications must be accompanied by verification of Citizenship).
7. Any adult member of the applicant's home will consent to a thorough background check, including criminal.
8. All applicants will provide the LTBB Housing Department with their housing status, including location and applicable landlord contact information, for the previous 12 months.

9. No applicant will be allowed to be a tenant in the LTBB Rental Program if any member of their home cannot be an occupant based on the LTBB Tenant Background Check Procedure.
10. No applicant will be allowed to be a tenant in the LTBB Rental Program if anyone in their home has ever been convicted of a felony crime of a sexual nature. An exception to this can be made if the crime was “statutory rape” in manner and between consenting people no more than 4 years apart in age.
11. No applicant will be allowed to be a tenant in the LTBB Rental Program if any member of their home has been convicted of a crime that involved the distribution, manufacturing, trafficking, or similar crimes, of illegal drugs, in the previous seven years.
12. Annually, all tenants and occupants in LTBB Rental Housing will sign a release of information that allows for a criminal history review to be conducted by the LTBB Housing Department.
13. It will be at the discretion of the LTBB Housing Department if the applicants previous housing situation and rental payment history is adequate enough to be allowed occupancy in a LTBB Housing rental unit. An applicant shall not be offered a rental unit if they have been evicted from an LTBB Rental Unit within the last 7 years.
14. Any former LTBB Rental Program tenant that still has a balance owing on their previous account must first pay off the old account in full before they will be considered for occupancy.
15. Applicants must enter into a minimum of a 6-month lease for the proposed rental unit. All applicable addendums must be signed before the key to the unit is given to the applicant.
16. No lease term shall exceed 12 months.
17. It will be at the discretion of the LTBB Housing Department if a teneant will be given the opportunity to renew their lease.
18. LTBB Housing Department reserves the right not to renew the lease of any tenant.
19. The rental unit listed on the lease document must be the primary residence of the applicant(s). The leased unit can not be sub-leased, in whole or in part, to any other party.
20. All full-time residents at the rental unit must be listed on the lease. All occupants of the dwelling shall adhere to, and be subject to the guidelines listed in this policy and on the subsequent lease.
21. It is the responsibility of the tenant to notify the LTBB Housing Department of any change in the full-time occupancy of the rental unit. Failure to do so within 7 days of the occurrence will be grounds for eviction.
22. Any person who stays more than 4 consecutive days, 10 days in one month, or 30 days in one calendar year, without the prior written consent of the LTBB Housing Department will be considered a full-time occupant of the rental unit.
23. Any person who moves their personal belongings into the rental unit, without the prior written consent of the LTBB Housing Department will be considered a full-time occupant of the rental unit.
24. Any person who receives mail at the rental unit will be considered a full-time resident of the unit.

25. Monthly rents will be based on a flat rate system with each individual unit having its own rental amount. The applicants to LTBB Rental Housing will be asked to pay 30% of the household's gross monthly income or the flat rate rent, whichever is less. For the purpose of this policy, annual income will be calculated in accordance with the LTBB Housing Income Verification Policy. Annual income will be determined before the lease is signed and at a minimum of once annually.
26. Any tenant in the LTBB Rental Program will agree to inform the LTBB Housing Department of any increase or decrease in their household's monthly gross income of \$100 or more. The tenant will have 7 days to comply with this, failure to do so will be grounds for eviction.
27. The security deposit will be equal to  $\frac{1}{2}$  of the unit's base rent or 100% of the tenants monthly rent, whichever amount is greater. All security deposits will be collected in full before the tenant is allowed to move in.
28. On the date a LTBB Rental Unit becomes available for occupancy, the LTBB Housing Department will notify the next appropriate applicant on our waiting list about the vacancy and to offer the unit to them. The LTBB Housing Department will make every attempt to match appropriately sized families to our available rental units.
29. LTBB Housing will review the current waiting list for applicants that are in need of handicap accessible units. Every attempt will be made to house tenants in our handicap accessible units if those tenants are in need of the amenities associated with the handicap accessible unit.
30. A person needing the amenities of a handicap accessible unit can be housed before a person higher on the waiting list.
31. If a current tenant or new tenant is in need of a reasonable accommodation so that they can fully access their housing unit then the LTBB Housing Department will make every effort to accommodate their request, as long as their request does not create an undue or unreasonable financial burden on the LTBB Housing Department.
32. Applicants that are offered a rental unit will have 10 days from that notification to respond to the Housing Department and either accept or decline the unit. If the unit is accepted, the applicant must produce the determined security deposit within 21 days of the original availability notification.
33. During the 10-day notification period, the applicant's waitlist position is secure and any new applications cannot supplant them on the waiting list.
34. The LTBB Housing Department will impose maximum occupancy limits on our rental units. An applicant will be denied access to a LTBB rental unit if their family size exceeds the maximum allowable occupancy limits for a specific rental unit.
35. To obtain the maximum occupancy limit for a rental unit, the total square footage of all bedrooms and the living room will be added. That total number will be divided by 50. The resulting number, rounded down to the nearest whole number, is the maximum amount of people that can safely occupy that rental unit.
36. A rental unit will be deemed to be "over housed" for an applicant if the number of bedrooms in the unit exceeds the amount of occupants by one. For the purpose of this policy, two people living as a married couple will be considered 1 person and a pregnant woman will be considered 2 people.

37. If an applicant on the waiting list has a family composition that is better suited to the available rental unit, the LTBB Housing Department has the right to move past “over housed” applicants and offer the available unit to the next appropriate applicant.
38. The LTBB Housing Department will make every attempt to accommodate applicants for rental housing with units of appropriate size. In the event that the applicants household composition changes to a point that they become over housed, the tenant and LTBB Housing Department will acknowledge in writing that the tenant will be asked to relocate to the next appropriately sized unit that becomes available, as long as it does not require the applicant to change school districts. The tenant will acknowledge their willingness to accommodate this request, and they will be informed that they can be evicted for failing to comply with the LTBB Housing Departments request to have them relocate.
39. The assistance requested will be provided only after applicants file is completed, approved and signed off by the LTBB Housing Director.

**NOTE:** The Little Traverse Bay Bands of Odawa Indians Housing Department is bound by Federal Law and Little Traverse Bay Bands of Odawa Indians Tribal Law, Statutes, Policies and Procedures. The Housing Department staff is not authorized to make any exceptions to Federal Law, Little Traverse Bay Bands of Odawa Indians Tribal Law, and Statutes, Policies or internal procedures.