



**LITTLE TRAVERSE BAY BANDS OF ODAWA  
INDIANS**

**HOUSING DEPARTMENT**

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**NISH ODETOO (INDIAN TOWN) ELDER HOUSING RENTAL OPERATIONS  
PROCEDURE**

**1001 - PURPOSE OF THIS PROCEDURE:**

This Procedure sets forth uniform requirements for the intake of rental unit applications for the Nish Odetoo Rental Properties managed by the LTBB Housing Department. The object of this Procedure is to provide transparency and to ensure the fair treatment of persons residing or wishing to reside in, the Nish Odetoo Elder housing units managed by the LTBB Housing Department.

**1002 - DEFINITIONS:**

- A. Eviction:** Dispossession of tenants' occupancy rights pursuant to LTBB Tribal law as a result of termination of the tenancy, including a termination before or at the end of the lease term.
- B. Homeless:** an individual or family who lacks a fixed, regular, and adequate nighttime residence; an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels).
- C. Housing Department:** The governmental subdivision of the Executive branch of the Little Traverse Bay Bands of Odawa Indians that is authorized to and responsible for managing housing units owned by the LTBB.
- D. Housing insecure:** An occupant's housing circumstance lacks legal right to occupy the unit or the unit is unsafe, unaffordable, or no lease extension available.
- E. Landlord:** The landlord is the owner, the Little Traverse Bay Bands of Odawa Indians or the owner's authorized representative, the LTBB Housing Department, of a project.
- F. Lease:** The written agreement between the LTBB Housing Department and the Tenant.
- G. Primary Residence:** The residence where a person usually lives and have listed on their primary form of identification.
- H. Resident:** Any person currently living in a LTBB Housing Rental Unit.
- I. Resident Assistant:** A person residing in a tenant's housing unit who is essential to the well-being and care of a tenant who has a handicap, disability, or other need for in-home care services, but is not obligated for the tenant's financial support and would not be living in the unit except to provide the needed support services.

While the Resident Assistant may be a family member, the Resident Assistant may not be a dependent of the household for tax purposes. A Resident Assistant is not a chore service worker.

- J. Tenant:** The LTBB Citizen who actually signed the residential lease as well as any spouse or partner listed on the lease. An individual not listed on the lease does not have any possessory rights to the unit.
- K. Termination of tenancy:** The termination of a tenant's possessory rights to a unit, either before or at the end of the lease term, as the result of material noncompliance with the terms of the lease, rules for occupancy, or violation of applicable law, regulations, or policy imposing conditions for occupancy.

### **1003 - PROCEDURE FOR OPERATING NISH ODETOO ELDER RENTAL UNITS**

#### **A. RENT:**

1. Rent will be determined by verifying the total annual gross income for the entire household.
2. Once an annual gross income is determined, a monthly gross income will be calculated.
3. Rent will be set at 30% of the homes monthly gross income.
4. Minimum Rent shall be \$100
5. Tenant will be responsible for Utilities and must have demonstrated ability to cover those expenses.

#### **B. SECURITY DEPOSIT:**

1. The security deposit will be equal to ½ 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.

#### **C. RECERTIFYING OF RENT:**

1. At a minimum of at least once annually, the Housing Department will recertify the income and monthly rent of all tenant households.
2. All tenants will be informed that it could take up to 30 days for the Housing Department to process rent recertifications.
3. Verification of all household income will be requested from each tenant 120 days prior to the one-year anniversary of their last income verification date.
4. A recertification notice will be sent at 90, 60, and 30 days prior to the tenant's annual recertification date.
5. Tenants submitting annual recertification documents after the 30-day recertification notice will be informed that Housing cannot guarantee the processing of their recertification.
6. If a tenant fails to comply with the written requests from the Housing Department and the income verification anniversary date passes, the

Housing Department may, in its discretion, (i) terminate the lease or (ii) adjust the rent to the flat rate specific to the unit.

7. Once the proper documentation is received, Housing Department staff will review the documentation and recalculate annual income within 30 days. Tenants will be given 30-day notice of the new monthly rent amount.

**D. LEASE DOCUMENTS:**

1. At initial occupancy, all tenants will sign a minimum of a 6-month lease for the unit that they will be occupying.
2. Leases can be renewed annually. Violations of the lease could result in a non-renewal of lease, at the discretion of Housing Department.
3. Leases renewed by Housing will be done so through a lease addendum. This addendum will extend the current lease for a period of 3 to 12 months.
4. No tenant will be allowed to enter into a new lease if they have an outstanding balance on their tenant account, and/or they have not submitted the necessary documents that would allow the Housing Department to recertify their income, or if there is a pending eviction hearing against them.

**E. TENANT ACCOUNT:** An account will be kept electronically by the Housing Department for each individual tenant. This account will track all charges and credits applied to the tenant.

1. In the case of any tenant that is billed by the Housing Department for utilities, that charge will also be added into the tenant account. Need to clarify that the Tenant WILL pay their own utilities.
2. Any tenant account that has an outstanding balance after the grace period detailed in the tenant's lease, will be charged a late fee, unless waived at the discretion of the LTBB Housing Director.
3. See the **LTBB Housing Collections policy** to see how credits are applied to a tenant account.
4. A statement including the tenant account balance will be mailed to each tenant every month.

**F. TENANT FILES:** A physical file will be kept for every current tenant of the Housing Department. That file will contain the current lease, the current income verification of each tenant household, and other records and documents relevant to the tenancy.

**G. EVICTIONS:** Please refer to the **LTBB Rental Evictions Procedure**.

**H. HOUSING LIMITS:** The Housing Department will determine what the acceptable number of inhabitants is for each of its housing units.

1. The Nish Odetoo rental units have a maximum occupancy of 3 persons. Resident Assistants will count toward the total occupancy amount of the unit.
2. If an applicant's household composition exceeds the maximum occupancy, the applicant will be denied residency.
3. Exceeding the maximum occupancy of the unit will be a lease violation and can be grounds for an eviction.
4. Pets are generally discouraged. See Housing Pet policy for exceptions.
5. Relevant Housing Program policies apply at this development. Policies are available upon request.

**I. VACANCIES:**

1. Once a vacancy occurs at a LTBB Rental Property, an onsite inspection will be conducted within 7 days of the unit becoming vacant.
2. This inspection will assess the unit for repairs and also note any damage/repairs that would be the responsibility of the former tenant.
3. A work order will be generated to the LTBB Maintenance staff/contractor for any applicable repairs.
4. If the repairs are deemed to be the responsibility of the former tenant, a detailed cost estimate will be prepared, and if possible mailed to the former tenant.
5. Upon completion of any necessary repairs/upgrades, the entire unit will be cleaned and an onsite inspection performed to insure the quality of the unit.

**J. POOL OF APPLICANTS:** The Housing Department will maintain a pool of applicants that wish to reside at the Nish Odetoo (Indian town) housing units. All applications for this development must contain the following items:

1. A complete and signed Nish Odetoo elder housing application.
2. A completed and signed release of information for every adult that will reside in the home.
3. 3<sup>rd</sup> party income verification for every adult occupant of the home.
4. A copy of the tenants tribal ID card.
5. Residents currently living in Tribal Housing are not eligible to apply for Nish Odetoo Elder Housing Units.

**K. TENANT SELECTION:** Tenants for vacant LTBB Nish Odetoo Elder Housing Units will be selected in the following manner:

1. Applicant must demonstrate sufficient income to cover minimum rent and utilities.
2. All eligible applicants will be scored using the criteria and scoring guidelines listed in this policy.
3. The highest scoring applicant will be offered the vacant unit.

4. If two or more applicants have the same high score, then the oldest tenant will be offered the unit.
5. If two or more applicants have the same high score, and have the same birth date, then the applicant who applied first will be offered the unit.
6. If an applicant that is offered a unit refuses the offer, their application will be designated as withdrawn, and the next highest scoring applicant will be offered the unit.

#### **L. NEW TENANTS:**

1. Once a LTBB Rental Unit has been vacated and an inspection completed, Housing Department staff will determine who would be the next eligible applicant.
2. Housing Department staff will contact the applicant through the mail with an accept/denial form.
3. The first eligible applicant will have 10 calendar days to reply back to the Housing Department with their completed accept/denial form.
4. If the applicant should refuse the unit, or not reply by the appropriate date, that applicant will be deemed to have withdrawn their application. Their application will be removed from Nish Odetoo Elder housing pool. Once an applicant has accepted a unit, a criminal history report will be conducted on each adult that will be in the home.
5. The LTBB Housing Tenant Background Check Procedures will be utilized for this and any determinations from the report.
6. If the next applicant would not be eligible for occupancy due to their home's criminal history, that applicant will be rejected and that rejection notification will be mailed to them via certified mail.
7. If the applicant is eligible, an intake interview will be scheduled and a formal lease will be prepared and signed, along with any applicable policies and/or procedures being discussed.

#### **M. INSPECTIONS:**

1. Each rental property owned and/or operated by the Housing Department will be inspected by Housing Department staff a minimum of once annually.
2. This inspection, when possible, will be conducted by two Housing Department staff as well as the occupant of the home.
3. If the occupant of the home is not available, an attempt will be made to accommodate the tenants schedule so that they can be present at the inspection.
4. If this proves unsuccessful, the inspection will be performed without a tenant, or their representative present.
5. Any repairs that are deemed to be the result of neglect or misuse by the tenant will be repaired by the Housing Department. The tenant's account will be billed for the cost of the repairs.

6. A work order will be generated for the repairs and assigned to the appropriate maintenance staff person or contracted labor.
7. Upon completion of work, LTBB staff will re-inspect the home and document that the repairs have taken place and are satisfactory.
8. These repairs and re-inspection will be performed in a timely manner.

## 1004 - PROCEDURE FOR SCORING APPLICANTS FOR RESIDENCY

### N. CATEGORIES AND POINTS:

1. The age of the applicant

55-65 years old	0 Points
64-74 years old	10 Points
75 years old or older	30 Points

2. Applicant currently housed in their own home or rental unit

Yes	0 Points
Housing Insecure	1-10 Points
Homeless	11-30 Points

3. Current household gross annual income

Moderate	0 Points
Low	10 Points
Very Low	20 Points

**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, Statutes, Policies or internal procedures.