

# Blackfeet Housing Limited Partnerships



## Administrative Policies & Procedures Manual

# **BLACKFEET HOUSING LIMITED PARTNERSHIPS**

## **ADMINISTRATIVE POLICY AND PROCEDURE MANUAL LOW INCOME HOUSING TAX CREDIT PROGRAM**

**Approved by the Blackfeet Housing Board on October 8, 2003.  
Revised on 11-15-07**

The following provides a description of the policies and procedures for managing the Low Income Housing Tax Credit Program. Consideration of and appropriate responses to administrative and technical issues, as well assuring compliance with Federal and Tribal requirements is also contained herein.

### **I. PURPOSE OF THE PLAN**

1. The purpose of the Low Income Housing Tax Credit Program (LIHTC) is to assist eligible families on the Blackfeet reservation
2. The LIHTC Program will be operated in accordance with all applicable rules and regulations of Blackfeet Housing and any participating State or Federal agency.

### **II. ADMINISTRATIVE STRUCTURE**

1. The Blackfeet Housing Board granted the Blackfeet Housing Executive Director and staff the authority to develop and administer the LIHTC program.
2. The Housing Tax Credit Supervisor has the authority to approve or deny all applications based on the policies approved by the Blackfeet Housing Board.
3. Applicants may appeal unfavorable decisions on their applications only to the Human Resources Manager in accordance with the Blackfeet Housing grievance policy. The appeal process does not include the Board as Blackfeet Housing is the Agent and Raymond James is the owner **There are no appeal or grievance rights for evictions.**

### **III. FUNDING SOURCE**

Blackfeet Housing utilizes funds from the Montana Board of Housing Tax Credit Program. The Federal IRS Code 42 governs this program.

At times additional funding sources from various State and Federal agencies may be used.

#### **IV. REQUIREMENTS**

1. Blackfeet Housing has the authority to use all current Tax Credit waiting lists of Blackfeet Housing. Waiting lists for the LIHTC program must be updated every July.
2. The LIHTC units are open to any family that qualified under the LIHTC income guidelines.
3. Income limits are based on current Section 8 limits released by the Montana Board of Housing.
4. All applicants must be at least 18 years of age.
5. Once an applicant is found over income they may not reapply for a period of six (6) months after the date of their original application.
6. An applicant may be placed on the waiting list if they owe monies to Blackfeet Housing but they will not be served until their debt is paid in full.
7. Application process:
  - a. Information packets and application forms may be picked up at Blackfeet Housing's Office.
  - b. Once the application is returned, a pre-qualification is done on the application to determine eligibility. Applicants will be informed in writing of eligibility, however unless there is a vacant unit, applicants are informed that their eligibility will also be reevaluated at the time of move-in.
  - c. Applications will be processed by date of application and size of unit needed.
  - d. All information that is contained in the application will be checked and verified for accuracy.
  - e. A personal interview will be conducted with the potential applicant(s).
  - f. A written "Release of Confidential Information" shall be obtained from each applicant. This shall be received from all household members over the age of 8 years. The original release forms will be kept in the applicants' file.
  - g. A credit report will be obtained on each applicant listed on the application over the age of 18.

- h. A check of the Violent and Sexual Offender list will be completed on each applicant listed on the application over the age of 18 years. Convictions of any type will result in denial of placement on the Tax Credit waiting list.
- i. Applicant must be willing to complete a homebuyer education course and credit counseling if recommended by staff.

**V. VERIFICATION OF INCOME**

- 1. Household status by number by members, handicapped members, and household income will be verified.
- 2. The identity and status of all household members will be verified through birth certificates, Social Security Administration identification, drivers' licenses, marriage certificates, divorce decrees, adoption papers and other such documents.
- 3. Verification of all household income and assets shall be in accordance with the current income policy of the Federal IRS Code 42.

**VI. OCCUPANCY OF HOME**

- 1. The participant must occupy the home as their principal residence.
- 2. LIHTC program is designed to assist eligible low income families living in structurally sound homes.
- 3. During the term of Tax Credit Compliance, the home is leased to the individuals on an annual lease basis.
- 4. The lease period is for one year. Each year there is a certification completed by Blackfeet Housing staff.
- 5. If a household is determined to be comprised of all students at the time of recertification the occupants must meet one of the student Exemptions.
- 6. ENERGY CONSERVATION: PARTICIPANT shall practice conservation on all utility usage. (Water, heat, electric etc.).

**VII. OCCUPANCY OF THE HOME IN RENTAL PROGRAM**

- 1. The units must be maintained as the primary residence during the duration of the lease.
- 2. The lease period is for one year. Each year there is a certification completed by Blackfeet Housing staff,

## **VIII. STUDENT STATUS**

1. If the household was originally eligible, but later became a student household that would not qualify as a new move-in, the household is no longer LIHTC eligible.

In no case is a unit considered to be occupied by low income individuals if all of the occupants are students (as determined under Section 151 (c)(4). Definition of a full-time student: A student taking 12 credit hours a semester or enrolled 5 months a year is a full-time student.

2. The household cannot be comprised of full-time students unless they meet one of the following exemptions.
  - a. Married and filing a joint tax return.(Tax return must be provided as proof).
  - b. Received AFDC, verification will be sent to the Department of Human Services. Enrolled in a JTPA or similar program.
  - c. single parent with dependent children, none of who are a dependent on another person's tax return.

## **IX. SECTION 8 OR TENANT BASED ASSISTANCE**

PARTICIPANT may not receive Section 8 tenant-based assistance while receiving another Blackfeet Housing subsidy, under any duplicate (as determined by HUD or in accordance with HUD requirements) federal, state or local housing assistance program.

## **X. SPECIAL NEEDS CASES**

1. Housing assistance shall be given on a case-by-case basis for those with special\ housing needs. The applicants shall be screened in accordance with current LIHTC program regulations.
2. If an occupant has special needs reasonable accommodations must be made in accordance with current Fair Housing Laws.

## **XI. MAXIMUM HOUSEHOLD NEEDS**

1. The maximum household income is based on median income guideline and as found in the application for credits approved by the Montana Board of Housing.

2. Any other income limits set by other fund sources must also be taken into consideration.

## **XII. FINANCIAL SERVICES**

All applicants must complete BH Financial Services training to participate in the LIHTC program.

## **XIII. ASSISTANCE TO BE PROVIDED**

1. Occupants may be eligible for Tenant Based Assistance to assist with the monthly rental payments.
2. If an occupant is to be a participant in the units, the family cannot have more than 1/3 of their rent paid by TBA during the term of the LIHTC.

## **XIV. CRIMINAL ACTIVITY**

1. Any criminal activity is grounds for eviction if it threatens other participants' health, safety, or right to peaceful enjoyment of the premises.
2. All drug related activities occurring on or off the premises is cause for eviction.
3. The entire household can be evicted when one member of the household, including guest, violates any policy.
4. Arrest and conviction are not necessary to trigger an eviction proceeding.

## **XV. NOTIFICATION OF PENALTY FOR MISINFORMATION**

1. Federal regulations establish administrative procedures for imposing civil penalties and assessments against persons who file false claims or statements while applying for benefits. This regulation, which implements the Program Fraud Civil Remedies Act of 1986, applies to all applicants. The Program Fraud Remedies Regulations apply to any person or persons who misrepresent or omit information from applications for services, income verification, re-examination of information family compositions or ages of family members, etc. Such person or persons may be investigated by the Inspector General and may be subject to the following penalties:
  - a. Up to \$5000.00 for filing such a claim.
  - b. Up to \$5000.00 plus up to twice the amount of benefits which were fraudulently received; and

- c. In any case, whether benefits were actually received by the individual family, still subjects the violator to the penalty. Blackfeet Housing reserves the right to seek penalties, or any other remedy, which may be allowed by law.  
**(This means that the fines do not preclude criminal charges or legal actions against the person(s) committing or benefitting from the fraud).**

Some of the areas where such fraud may occur:

- i. Families reporting less than all sources of income (e.g. not reporting the husband's income when both spouses are working, or not reporting all part-time income or other seasonal income).
- ii. Families listing more dependents than are eligible or who live in the household.
- iii. Families misrepresenting age to either get benefits for "elderly" or claiming children as dependents after they reach the age of 18.
- iv. Families not reporting all assets, such as bank accounts, real estate/home owned.

**The applicant must read and sign the "Notice to Applicants" which is attached with the LIHTC program application.**

## **XVI. RENTAL PAYMENTS**

1. **PAYMENT:** The Participant will pay Blackfeet Housing the full monthly rent before closing on the first day of each month while the lease is in effect and during any extensions or renewals of the lease. Rent amount will be paid as required by the lease agreement.
2. **WHO IS RESPONSIBLE FOR RENT:** Each participant is individually responsible for paying the full amount of rent and any other money owed to Blackfeet Housing.
3. **DUTY TO PAY RENT AFTER EVICTION:** If PARTICIPANT is evicted because PARTICIPANT violated a term of the lease, PARTICIPANT is responsible for and must still pay the full monthly rent until the house is re-rented.
  - b. The DATE THE LEASE ENDS
  - c. If the lease is month to month, the next notice period ends. If the house is re-rented for less than the rent due under the Lease, PARTICIPANT will

be responsible for the difference UNTIL THE LEASE ENDS or if the lease is month to month, until the end of the next notice period.

4. **LATE RENT SERVICE CHARGE AND RETURNED CHECK FEE:**  
PARTICIPANT will pay the SERVICE CHARGE of \$5.00 a day for each day the monthly rental payment is delinquent if PARTICIPANT does not pay the full monthly rent by the 1<sup>st</sup> day of the month. PARTICIPANT also agrees to pay a fee of \$30.00 for each returned check.

## **XVII. USE OF HOUSE**

### **1. OCCUPANCY AND USE:**

Only the persons listed above as PARTICIPANTS may live in the House. Persons not listed as PARTICIPANTS may live in the House only with the prior written approval of Blackfeet Housing. PARTICIPANTS may use the House for normal residential purposes only.

### **2. SUBLETTING:**

PARTICIPANT may not lease the House to other persons (sublet), assign this Lease or sell this Lease.

### **3. PARTICIPANT PROMISES:**

- a. Not to act in a loud boisterous, unruly or thoughtless manner or disturb the rights of the other PARTICIPANTS to peace and quiet, or allow his/her guests to do so.
- b. To use the House only as a private residence, and not use it in any way that may be illegal or dangerous or which would cause a cancellation, restriction or increase in premium in Blackfeet Housing's insurance.
- c. Not to use or store in or near the House any flammable or explosive substance, which includes, but is not limited to fireworks, firewood, and other materials.
- d. Not to interfere in Blackfeet Housing policy, procedures and operation of the House.
- e. The House, commons areas, or area surrounding the building will not be used by the PARTICIPANT or by anyone acting under his/her control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess any illegal drugs.



- f. To obey and follow all Blackfeet Tribal & Blackfeet Housing ordinances and policies governing junk vehicles. Assigned parking spaces must be utilized and vehicle parking restrictions adhered to.

**4. WATERBEDS:**

PARTICIPANT may not keep a waterbed or other water-filled furniture in the House without the prior written consent of the Blackfeet Housing.

**5. PETS:**

PARTICIPANT may not keep animals or pets unless it is in a Blackfeet Housing approved confinement area. All pets must be approved in writing. Limitations on the number and type of pets allowed in each house will be determined by Blackfeet Housing. Livestock cannot be kept on or near the Tax Credit Project.

**XVIII. CONDITIONS OF HOUSE**

**1. BLACKFEET HOUSING PROMISES:**

- a. That the House and all common areas are fit for use as a Residential premise.
- b. To keep the House in reasonable repair and make necessary repairs within a reasonable time after written notice by PARTICIPANT except when damage is caused by the intentional or negligent conduct of the PARTICIPANT or his/her guests.
- c. To maintain the house in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the intentional or negligent conduct of the PARTICIPANT or his/her guests.
- d. To keep the common areas clean and in good condition.

**2. PARTICIPANT PROMISES:**

- a. Not to damage or misuse the House or allow his/her guests to do so.
- b. Not to paint or wallpaper the House, or make any changes in the House without the prior written consent of Blackfeet Housing.
- c. To keep the House clean.
- d. To give written notice to Blackfeet Housing of any necessary repairs to be made.

- e. To notify Blackfeet Housing immediately of any conditions in the House that are dangerous to human health or safety, or which may damage the House.
- f. That when PARTICIPANT moves out of the House it will be left in good condition, except for ordinary wear and tear.
- g. Not to remove any fixtures or furnishings supplied by Blackfeet Housing without the prior consent of Blackfeet Housing.
- h. To cooperate with Blackfeet Housing's efforts at pest control. This may include, among other things, PARTICIPANT'S emptying and cleaning cabinets, drawers and closets, pulling furniture away from wall and allowing exterminator to enter and treat the house.

### **3. SUCRITY DEPOSIT.**

Blackfeet Housing may keep all or part of the security deposit for damage to the House beyond ordinary wear and tear or for rent or other money owed to Blackfeet Housing. The participant shall be informed within 10 days on the status of the security Deposit.

### **4. DESTROYED OR UNLIVABLE HOUSE.**

If the House is destroyed or damaged so it is unfit to live in due to any cause, Blackfeet Housing may cancel the Lease immediately and may choose not to rebuild or restore the House. If the destruction or damage was not the PARTICIPANT'S fault and Blackfeet Housing cancels the lease, rent will be prorated and the balance will be refunded to the PARTICIPANT.

## **XIX. DURATION OF LEASE**

### **1. FAILURE TO GIVE POSSESSION:**

If Blackfeet Housing cannot provide the House to PARTICIPANT at the start of the Lease, PARTICIPANT cannot sue Blackfeet Housing for any resulting damages. PARTICIPANT will not start paying rent until he/she gets possession of the House.

### **2. MOVING OUT BEFORE LEASE ENDS:**

IF PARTICIPANT moves out of the House before the DATE THE LEASE PARTICIPANT is responsible for rent and any other losses or costs including court costs and attorney's fees.

**3. TERMINATION OF LEASE WITH SPECIFIED ENDING DATE:**

If PARTICIPANT wishes to move out of the House on the DATE THE LEASE ENDS, PARTICIPANT must give Blackfeet Housing prior written notice equal to the NOTICE PERIOD. If PARTICIPANT fails to give proper notice; Blackfeet Housing may:

- a) Extend the Lease for one NOTICE PERIOD and
- b) Raise the rent.

If PARTICIPANT stays in the House after the DATE THE LEASE ENDS with the approval of Blackfeet Housing, and PARTICIPANT and Blackfeet Housing has not renewed the Lease or entered into a new Lease, the Lease shall be extended under its original terms except

- a. The duration shall be changed to month to month, and
- b. Blackfeet Housing may raise the rent.

**4. TERMINATION AND ALTERATION OF MONTH TO MONTH LEASE:**

When the Lease is month to month, Blackfeet Housing and PARTICIPANT may terminate the Lease only by giving the other party written notice equal to the NOTICE PERIOD. A notice to cancel a Lease is effective on the last day of the month. Blackfeet Housing may change any of the terms of a month to month lease, including the amount of rent, by giving PARTICIPANT written notice at least equal to the NOTICE PERIOD.

**5. MOVING OUT OF THE HOUSE**

PARTICIPANT will move out of the House when the Lease ends. If PARTICIPANT moves out after the Lease ends, PARTICIPANT will be liable to Blackfeet Housing for any resulting losses including rent, court costs and attorney's fees.

**XX. RIGHTS OF BLACKFEET HOUSING**

**I. EVICTION:**

If PARTICIPANT violates any of the terms of the Policy and Procedures or Lease, PARTICIPANT may be evicted. If PARTICIPANT violates a term of the policy and procedures or the lease but Blackfeet Housing does not sue or evict PARTICIPANT, Blackfeet Housing may still sue or evict PARTICIPANT for any other violation of any term of this Lease. Seizure from any House of any illegal object or substance: including drugs, constitutes unlawful possession of the House by that PARTICIPANT, and are grounds for automatic eviction.

**2. EVICTION AFTER PARTIAL PAYMENT OF RENT:**

It is expressly agreed to by Blackfeet Housing and PARTICIPANT that acceptance by Blackfeet Housing of less than the full amount of rent due from PARTICIPANT does not waive Blackfeet Housing's right to recover possession of the rental premises for nonpayment by PARTICIPANT of balance of rent owed Blackfeet Housing.

**3. ATTORNEYS' FEES AND ENFORCEMENT COSTS:**

If Blackfeet Housing brings any legal action against PARTICIPANT, PARTICIPANT must pay Blackfeet Housing actual attorney's fees, or other legal fees and expenses including fees paid to a collection agency, expenses, and court costs even if rent is paid after the legal action is started.

**4. BLACKFEET HOUSING'S RIGHT TO ENTER:**

BLACKFEET HOUSING or its authorized agents may enter the House at any reasonable time to inspect, improve, maintain or repair the House, necessary work, or to show the House to potential new PARTICIPANTS. It

**5. BLACKFEET HOUSING'S LEGAL RIGHTS AND REMEDIES**

Blackfeet Housing may use its legal rights and remedies in any combination. By using one or more of these rights or remedies. Blackfeet Housing does not give up any other rights or remedies it may have. Acceptance of rent does not waive Blackfeet Housing's right to evict PARTICIPANT for any past or existing violation of any term of the Policy and procedures or Lease.

**6. EASE IS SUBJECT TO MORTGAGE:**

The house building may be covered by a mortgage or may be subject to a contract for deed. PARTICIPANT agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to PARTICIPANT'S rights. For example, if a lease hold or other mortgage on the house building is foreclosed, the person who forecloses on the house may, at their option, terminate PARTICIPANT'S Lease.

**XXI. LIABILITY OF PARTICIPANT AND BLACKFEET HOUSING**

**1. DAMAGE OR INJURY TO PARTICIPANT OR HIS/HER PROPERTY:**

Blackfeet Housing is not responsible for any damage or injury that is done to PARTICIPANT or his/her property, guests, or their property that was not caused

by Blackfeet Housing. Blackfeet Housing **recommends** that PARTICIPANT obtain Renter's Insurance to protect against injuries or property damage.

**2. ACTS OF THIRD PARTIES:**

BLACKFEET HOUSING is not responsible for the actions, or for any damages, injury or harm caused by third parties (such as other PARTICIPANTS, guests, intruders, or trespassers) who are not under Blackfeet Housing's direction and control.

**3. PARTICIPANT SHALL REIMBURSE AND HOLD BLACKFEET HOUSING IHRMLESS FOR:**

- a. Any loss, properly damage or cost of repair or service (including plumbing problems) caused by negligence or improper use by PARTICIPANT, his/her agents, family or guests.
- b. Any loss or damage caused by doors or windows being left open.
- c. All costs Blackfeet Housing incurs because of abandonment of the House or other violations of the Lease by PARTICIPANT, such as administrative costs incurred in releasing the house.
- d. All court costs and attorney's fees Blackfeet Housing incurs in any suit for eviction, unpaid rent, or other debt charge.

**4. WHEN BLACICFEET HOUSING ASKS F'OR IT;**

Blackfeet Housing does not give up its right to any money owed by PARTICIPANT because of Blackfeet Housing's failure or delay in asking for any payment. Blackfeet Housing can ask for any money owed to it by PARTICIPANT before or after PARTICIPANT moves out of the HOUSE.

**XXII. SUCCESSORSHIP**

Successorship to the HOUSE can only be granted if the intended successor is named on the original Lease agreement and is a current resident of the HOUSE. The Successor must income qualify according to the income guidelines set forth by HUD and distributed by the Montana Board of Housing.

**XXII. MISCELLANEOUS**

1. **BUILDING RULES AND ATTACHMENTS ARE PART OF LEASE: NO ORAL AGREEMENTS:** Any attachments to the Lease are part of the Lease. If a term of any attachment conflicts with any term of the Lease, the attachment term

will be controlling. Blackfeet Housing building rules are part of the Lease, and Blackfeet Housing may make reasonable changes in these rules at any time by giving PARTICIPANT written notice. No oral agreements have been made. The Lease and its attachments and any other written agreements constitute the entire agreement between PARTICIPANT and Blackfeet Housing.

**2. NOTICES:**

ALL PARTICIPANTS agree that notices and demands delivered by BLACKFEET HOUSING to the House are proper notice to all PARTICIPANTS, and are effective as soon as delivered to the House.

**XXIV. DEFAULT**

Default constitutes non-payment of rent, utilities, or violation of any term herein. Upon default the participant may be immediately evicted. If default occurs the occupant will be responsible for all court associated costs. In the event of a default by a non-member, the non-member agrees to the jurisdiction of any court action in Tribal Court.

**XXV. PROGRAM INCOME**

The funds for the Tax Credit Program are obtained from the Federal Government particularly Section 42 of the IRS Code.