

# Indian Township



Rental Program

## Housing Authority

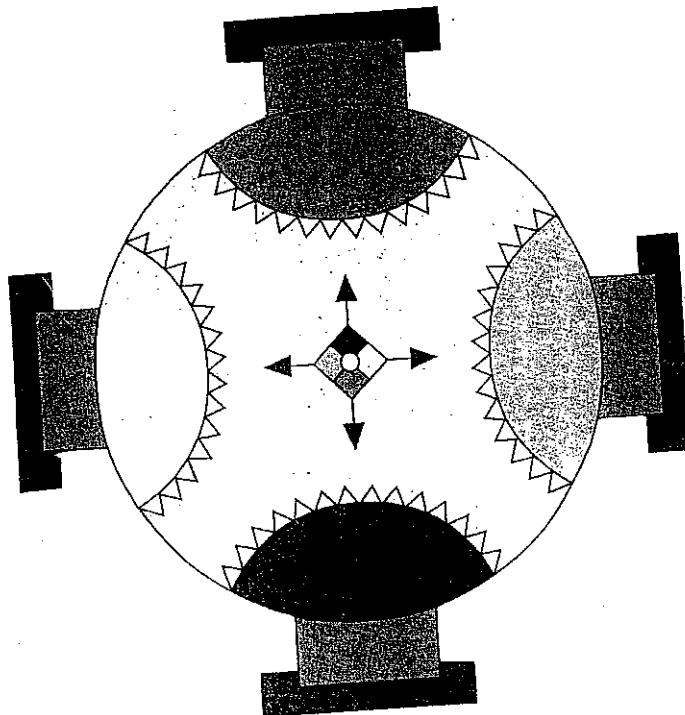
Admission, Occupancy,  
Collection and Eviction Policies  
and Procedures Manual

Adopted 4-29-94

***INDIAN TOWNSHIP PASSAMAQUODDY  
RESERVATION HOUSING AUTHORITY***



***ADMISSION, OCCUPANCY,  
COLLECTION, EVICTION and GRIEVANCE  
POLICY and PROCEDURE  
MANUAL***



**Indian Township Passamaquoddy Reservation**  
**HOUSING AUTHORITY**

P.O. Box 99 • Princeton, Maine 04668 • (207) 796-8004

**HOUSING AUTHORITY RESOLUTION # 163**

***NOW THEREFORE BE IT RESOLVED, that the Indian Township Passamaquoddy Reservation Housing Authority has hereby approved and adopted the foregoing manual***

***BE IT FURTHER RESOLVED, that the manual be titled:***

***"Admission, Occupancy, Collection,  
Eviction and Grievance  
Policy and Procedure  
Manual"***

***BE IT FURTHER RESOLVED, that the "Admission, Occupancy, Collection, Eviction and Grievance Policy and Procedure Manual will govern all applicable activities of the Indian Township Passamaquoddy Reservation Housing Authority, effective this May 1, 1994.***

**CERTIFICATION**

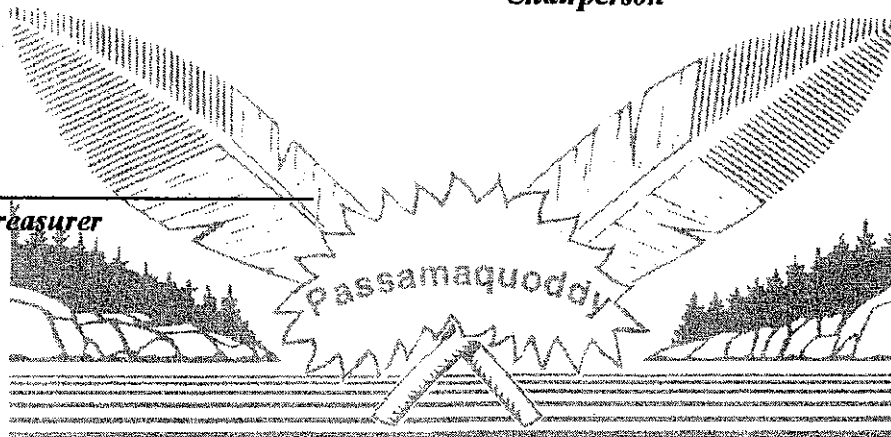
***I, the undersigned as Chairperson of the Indian Township Passamaquoddy Reservation Housing Board of Commissioners do hereby certify that the Indian Township Passamaquoddy Reservation Housing Authority Board of Commissioners is composed of 6 members, of which \_\_\_ members were present at a duly called meeting held on 4-29-94 and that the foregoing resolution was adopted by an affirmative vote of \_\_\_ members.***

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Chairperson**

**ATTEST:**

\_\_\_\_\_  
**Secretary/Treasurer**



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## **A. ADMISSION POLICY and PROCEDURES**

### **SECTION I. APPLICATION PROCESS**

The completed application process consists of completing an application for admission (Appendix A1) provided by the Indian Township Passamaquoddy Housing Authority (Housing Authority), verification of information including income, current housing conditions and social security identification. Verification of additional information contained in the application may also be required to determine the suitability for admission into any of the housing programs (Appendix A1).

### **SECTION II. ELIGIBILITY FOR ADMISSION**

To be eligible for admission as a participant in a housing project operated by the Indian Township Passamaquoddy Reservation Housing Authority, an applicant must not be disqualified under Section III of the admission policy, must not exceed the income eligibility limits set by H.U.D., and must qualify as a family as defined herein.

Eligibility is comprised of three primary tests:

1. The applicant(s) must meet the definition of "family" for the purposes of housing.
2. The applicant family's income must fall within the prescribed income limits.
3. The applicant appears to be a suitable tenant for the Program and is able to meet the requirements of the Program.

### **SECTION III. PREFERENCE**

Applicants for the homeownership program will be granted to those on the Indian Township Passamaquoddy Tribal Census when an applicant has resided on the reservation for 365 consecutive days. Those on-reservation residents not satisfying the 365 consecutive days residency requirement will be given consideration equivalent to applicants living off-reservation.

**Preference for housing shall be given in the following order:**

**A. On Reservation**

1. Members listed on the Indian Township Passamaquoddy Census
2. Families with minor children, involuntarily displaced through no fault of their own, on the reservation.
3. Families with minor children, involuntarily displaced through no fault of their own, from the reservation.
4. Families with minor children living in substandard housing on the reservation.
5. Families with minor children living in overcrowded conditions on the reservation.
6. Families with minor children who are paying more than 50% of their gross income for rent.
7. Families without minor children living on the reservation in same order of preference as listed above.
8. Single pregnant women, 18 years of age and over
9. Single individuals

**B. Off-Reservation**

1. Families and single individuals living off the reservation in the same order of preference as listed above.

**Consideration shall be given to the following:**

1. Number of Tribal family members enrolled on the Indian Township Passamaquoddy Tribal Census.
2. Number of minor children in the family.
3. Previous record as a renter or a homebuyer. Applicants will be required to furnish references of rent paying ability and care of unit from former landlords.
4. Preference will be given to elderly families (including disabled and/or handicapped and displaced persons over single persons.
5. A single person will only be admitted for vacancies when the demand is exhausted for housing by other eligible families.

6. For those who have been previous participants of the Indian Township Passamaquoddy Housing Authority rental or homeownership program, consideration will only be given to those applicants who have no outstanding tenant accounts receivables due to the housing authority.

## **SECTION IV. DEFINITIONS**

**FAMILY:** For the purpose of this admission policy a family shall be defined as two or more persons who will occupy the same dwelling unit, including single pregnant women. Lodgers shall not be considered in defining a family.

A person who is head of household, sole member, or spouse and who is at least 62 years of age shall be defined as a family.

A handicapped or disabled individual shall also be defined as a family.

**SINGLE PERSON:** A person who lives alone or intends to live alone, and who does not qualify as an elderly family, a displaced person, or the remaining member of a tenant (resident) family.

**HEAD of HOUSEHOLD:** is defined as being that member of the group who is responsible for the welfare of the family (e.g., parents, legal guardian).

**RENT:** Rent means gross rent as defined in income section.

**SPOUSE:** Spouse means the husband or wife of the head of the household or common law companion.

**UTILITIES:** Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewage services.

**RESIDENT:** Any person who lives on the Passamaquoddy Reservation at Indian Township.

**TRIBAL MEMBER:** An individual who is listed on the current census list of the Passamaquoddy Tribe.

**MINOR:** A person who has not attained 18 years of age other than the head of the family.

**NEAR ELDERLY:** Near elderly is a person that has not yet attained their 62nd birthday but is at least 50 years of age.



**UNDESIRABILITY:** An applicant may be disqualified notwithstanding preferences and priority factors if determined to be an undesirable tenant. In determining desirability the Housing Authority will consider whether admission to the project would prove detrimental to this project or its residents by established records of any of the following:

Repeated failure in meeting financial obligations, especially rent;

A record of disturbance of neighbors, destruction of property or living or housekeeping habits at prior residences which may adversely effect the health, safety, welfare, and morals of the other tenants.

A record of disregard for rules of occupancy and rights of others.

Families determined to be disqualified shall be notified immediately. Notification shall include the reason(s) for disqualification. Upon request, the applicant shall be granted a private conference regarding his/her disqualification status, in accordance with standard procedures for tenants and applicants.

**HANDICAP and DISABILITY:** A person is defined as handicapped if the individual has a physical or mental impairment which:

(a) is expected to be of long-continued and indefinite duration and substantially impedes his/her ability to live independently

AND

(b) is of such a nature that such disability could be improved by more suitable housing conditions.

(c) receives proof of disability from the social security administration

A disabled person is defined in 24 CFR Section 912.2(a) as an individual who is under a disability as defined in Section 223 of the Social Security Act or in Section 102(b)(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970.

Section 223 of the Social Security Act defines disability as:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

In the case of an individual who is blind (within the meaning of "blindness" as defined in Section 416(i)1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

**Section 102(b)(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:**

"A disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health, Education and Welfare to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."

**INVOLUNTARILY DISPLACED:** An applicant is or will be involuntarily displaced herein called displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:

A disaster, such as a fire or flood, that results in the housing unit being uninhabitable.

Activity carried on by an agency of the United States or by any State or local governmental body or agency in connection with code enforcement, or a public improvement or development program:

Action by a housing owner that results in an applicant's having to vacate his or her unit, where the reason for the owner's action is beyond an applicant's ability to control or prevent, the action occurs despite an applicant's having met all previously imposed conditions of occupancy, and the action taken is other than a rent increase.

The applicant has vacated his or her housing unit as a result of actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other member of the applicant's household, or the applicant lives in a household with such an individual who engages in such violence. The actual or threatened violence must be determined by the housing authority in accordance with HUD's administrative instructions, and must have occurred recently or be of a continuing nature.

The reasons for an applicant vacating a housing unit include, but are not limited to: conversion of an applicant's housing unit to non-rental or non-residential use; closure of an applicant's housing unit for rehabilitation or for any other reason; notice to an applicant that he or she must vacate a unit because the owner wants the unit for the owner's personal or family use or occupancy; sale of a housing unit in which an applicant resides under an agreement that the unit must be vacant when possession is transferred; or any other legally authorized act that results or will result in the withdrawal by the owner of the unit or structure from the rental market.

Such reasons do not include the vacating of a unit by a tenant as a result of actions taken because of the tenant's refusal to comply with applicable program policies and procedures.

**SUBSTANDARD CONDITIONS:** A "Substandard Dwelling" is a dwelling which is unsafe due to the existence of one or more of the following conditions which continue to exist after an attempt has been made to bring the home up to standard condition or whereby the cost of the repairs exceeds the value of the home.

The location of the dwelling is such that it creates a serious health, fire or safety hazard for the occupants, because of the presence of vermin or rodent infestation, structural deficiencies, or continuous dampness or exposure.

Lack of running water within the dwelling unit and/or no connection between plumbing fixtures and adequate sewage disposal system.

No toilet and/or bathtub or shower in the dwelling unit or, if present, unfit for use.

Lack of permanent, safe and reasonable efficient kitchen facilities within the dwelling unit, including a sink with running water and provisions for a cooking stove.

Inadequate or unsafe heating facilities. The heating unit must be capable of providing a 70 degree atmosphere on the coldest day of the year.

Inadequately wired for electric lighting, or no wiring at all.

No windows in the living room, bedroom, or kitchen and/or inadequate ventilation in the bathroom.

**OVERCROWDED CONDITIONS:**

Multi-families occupying a single family dwelling.

Families who exceed the maximum member of persons allowable for the number of bedrooms in the dwelling.

**HOME OWNERSHIP**

| No. of Bedrooms | No. of Persons |         |
|-----------------|----------------|---------|
|                 | Minimum        | Optimum |
| 2               | 2              | 3 - 4   |
| 3               | 3              | 5 - 6   |
| 4               | 4              | 7       |
| 5               | 6              | 10      |

**RENTAL**

| No. of Bedrooms | No. of Persons |         |
|-----------------|----------------|---------|
|                 | Minimum        | Maximum |
| 0               | 1              | 1       |
| 1               | 1              | 2       |
| 2               | 2              | 4       |
| 3               | 3              | 6       |
| 4               | 5              | 8       |
| 5               | 7              | 10      |

**OVERCROWDED EXCEPTIONS:**

Single parent families requiring an additional bedroom which is not reflected in the schedule.

The occupancy of extended family members when necessary.  
The accommodation of families requiring an additional bedroom due to health or medical reasons.

Possible growth potential of a family for Mutual Help only.

When it is determined that the site of the dwelling is no longer suitable for the family, the family will be required to move as soon as a dwelling of appropriate size becomes available. Transfer to units of appropriate size will have precedence over new admissions only when the vacated dwelling is in comparable condition to the newly assigned unit.

The foregoing standards are to be maintained insofar as possible at admission and continued occupancy. However, the following relaxation from such standards may be permitted as follows:

Dwelling shall be so assigned that persons of opposite sex, other than husband and wife, will not occupy the same bedroom except for minors under the age of four (4) years at admission.

Dwellings shall be assigned so as not to require the use of the living room for sleeping purposes.

Every family member, regardless of age, is to be counted as a person.

Additional space may be assigned by the Housing Director as deemed necessary because of age, illness, disability, employment, etc.

Three small children of the same sex may share the same bedroom in the smaller size units.

## SECTION V. INCOME ELIGIBILITY

### ADMISSION ELIGIBILITY INCOME LIMITS Home Ownership Only

| NUMBER OF PERSONS | VERY LOW | LOW          |
|-------------------|----------|--------------|
|                   | at least | no more than |
| 1.....            | \$11,050 | 17,650       |
| 2.....            | 12,600   | 20,150       |
| 3.....            | 14,150   | 22,700       |
| 4.....            | 15,750   | 25,200       |
| 5.....            | 17,000   | 27,200       |
| 6.....            | 18,250   | 29,250       |
| 7.....            | 19,550   | 31,250       |
| 8.....            | 20,800   | 33,250       |

### INCOME EXCEPTION

The number of dwelling units in any Mutual Help program that may be occupied or reserved for families whose incomes exceed the levels established for lower income

families. This exception may not exceed 5 % of the dwelling units.

**ASSETS**

Shall not exceed \$3,500 at admission for elderly families and \$10,000 for non-elderly families unless such assets together with the income of the family are insufficient for the applicant to obtain and maintain standard housing on the private market well into the future.

**INCOME**

Family income is income from the highest and consistent (non temporary) gross income of the household. Total family income includes all income from assets for the 12 month period following the effective date of initial determination or re-examination of income and excludes income that is temporary, nonrecurring or sporadic as defined below.

**TOTAL FAMILY INCOME INCLUDES,  
BUT IS NOT LIMITED TO THE FOLLOWING:**

The full amount, before any payroll deduction, of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services;

For income from operation of a business or profession (expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business). An allowance for depreciation of assets used in a business or profession may be deducted, based on a straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal is reimbursement of cash or asset invested in the operation by the family;

The full amount received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;

Interest, dividends, and net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. Any withdrawal

of cash or assets from an investment will be included in income reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;

Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, worker's compensation and dismissal wages;

Welfare assistance payments;

Periodic and determinable allowances, such as alimony and regular contributions for gifts, including amounts received from any persons not residing in the dwelling;

All regular pay, special payments and allowances for dependents, etc. received by a member of the Armed Forces;

**TOTAL FAMILY INCOME DOES NOT INCLUDE:**

Income from employment of children (including foster children) under the age of 18 years;

Payments received for the care of foster children;

Lump-sum additions to family assets, such as inheritance, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

Amounts received that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

Income of eligible Live-in Aides

Amounts of educational scholarships paid directly to the student or to the educational institution; and amount paid by the United States government to a veteran for use in meeting the cost of tuition, fees and books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;

Special hazardous duty pay to those in the armed forces;

Amounts received under training programs funded by HUD;

Amounts received by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency;

Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

Temporary, nonrecurring or sporadic income (inc. gifts)

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing act of 1937.

**ADJUSTED FAMILY INCOME = TOTAL FAMILY INCOME LESS the following:**

\$480 for each member of the family household (excluding foster children) other than the family head of spouse, who is under 18 years of age or is a disabled person or handicapped person, or is a full time student;

An additional \$400 for of a family in which the head of household or spouse is 62 years of age or older, or is handicapped or disabled;

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 3% of annual income, but this allowance may not exceed the employment 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;

For any Elderly family that has no Handicapped Assistance expenses, an allowance for medical Expenses including medical insurance premiums equal to the amount by which the medical expenses exceed 3% of the annual income;



Child care expense which is defined as being that amount anticipated to be paid by a family for the care of child(ren) under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his/her education only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Travel allowance is available to only those families with excessive travel expenses for employment or education related travel, not to exceed \$25.00 per household. The Housing Authority Commissioners, by resolution, has determined excess travel to be defined as any travel incurred by working and/or attending a school or college for further education that is off the reservation or trust land.

#### **TOTAL TENANT and HOMEBUYER PAYMENTS**

Presently, Mutual Help payments are computed at 15%, Turnkey III and rental payments at 30% of adjusted gross income. Percentages in the Mutual Help program are subject to change by the Housing Authority Board of Commissioners. Rental and Turnkey III payment calculation percentages are federal statutory requirements. Payments are determined through an annual examination and verification (Appendix A2).

#### **SECTION VI. RENTAL SECURITY DEPOSIT POLICY**

Every new tenant will be responsible to pay a rental security deposit in the amount of \$100. (one hundred dollars) to the Indian Township Passamaquoddy Reservation Housing Authority. The deposit is payable in full at the signing of the rental lease agreement prior to the occupancy of a rental unit. The security deposit will be retained by the housing authority until the tenant vacates the assigned rental unit. Upon tenant move out the deposit will be refunded to the tenant only if the unit is in move-in condition upon vacancy. In the event the housing authority incurred expenses for renovations and damages of the vacated unit, all expenses will be first charged to the security deposit. Any security balance remaining after initial expense deduction will be returned to the vacated tenant. If the expenses exceed the amount of the security deposit the vacated tenant will be charged the difference.

Any tenant failing to give proper notice to the Housing Authority of vacating an assigned unit in accordance with the terms of the tenants respective agreement will forfeit their total security deposit and pay all expenses incurred by the housing authority for damages and renovations.

## **SECTION VII. SELECTION PROCESS**

### **SELECTION OF HOME BUYERS:**

Participants shall be selected for Mutual-Help housing from those applicant families determined to be eligible under Section III and who have the ability and willingness to meet all the obligations of a participant as set forth in the Mutual Help and Occupancy Agreement (MHOA) and the Addendum for Drug Free Housing (Appendices A3 and A4), including the obligations to provide the required Mutual-Help contribution, utilities, and administrative charge.

### **SELECTION OF TENANTS: (Rentals)**

Tenants shall be selected for rental units from those applicants determined to be eligible under Section III and who are able and willing to meet all the obligations of a participant as set forth in the Rental Lease Agreement and Drug Free Housing Addendum.

### **SELECTION FOR ELDERLY UNITS:**

Applicants must qualify as elderly under Title VI of the Social Security Act or as handicapped or disabled within the meaning of section 223 of the Social Security Act.

First preference shall be given to eligible elderly applicants who qualify under Title VI.

Second preference shall be given to eligible applicants who qualify as handicapped or disabled.

Third preference shall be given to near elderly applicants when the Housing Authority determines that there are not enough eligible elderly families to fill all the units that are currently vacant or expected to become vacant in the next 12 months.

In no event will the Housing Authority admit a near elderly family if there are eligible elderly families on the Housing Authorities waiting list that would be willing to accept an offer for a suitable vacant unit in that project.

Before electing the discretionary preference, the ITPRHA must conduct outreach to attract eligible elderly families including, where appropriate elderly families residing in projects not designated as being for elderly families.

## SECTION VIII. WAITING LIST

In order to be considered for any type of housing, individuals must complete the application process. The application process must be completed before placement on the waiting list. The Housing Authority will maintain a waiting list for the type of unit (i.e. elderly, mutual help, rental) and size.

Perspective tenants/homebuyers are selected from the waiting list according to Section III criteria which are listed in order of preference.

DATE OF APPLICATION: All factors being equal, the applicant with the earliest date of application will be given priority.

## SECTION IX. LEASE AGREEMENTS

The Housing Authority shall execute the following lease agreements for each category of housing:

1. All Housing Participants - Addendum For Drug Free Housing (Appendix A4).
2. Mutual Help and Occupancy Agreement (Appendix A3)
3. Turnkey III Lease Agreement (Appendix A6).
4. Low Income Rental Agreement for qualifying residents (Appendix A5).

## **SECTION X. SUBLETTING**

Program regulations specifically require a homebuyer family to use their assigned home as their principal residence. However, subletting is permitted in Mutual Help and Turnkey Homeownership Projects ONLY with the approval of the Housing Authority Board of Commissioners. Requests for subletting will only be considered by the Board provided that the Executive Director finds the homebuyer in "good standing" with the housing Authority. "Good standing" is defined as "current in all participant obligations and responsibilities including but not limited to; home payments and lease requirements." Any sublet request for a homebuyer in "good standing" will be considered by the Board on an individual, case by case basis. Permission may be granted only for temporary purposes such as medical treatment, education, employment and military service. Permission shall be granted for a period not to exceed one year and will be subject to annual review.

**Subletting without prior written approval authorization is strictly prohibited and just cause for agreement termination.**

In the event of separation, divorce or death of any Homeownership participant(s), the approved unit if approved by the ITPRHBOC may be held in trust by the court appointed guardian of the effected participant(s) minor child(ren). In the event that a non Tribal member is awarded guardianship or custody of said minor tribal child(ren), the non tribal member will be prohibited from transferring the assigned unit, homebuyer potential or interest prior or otherwise acquired on behalf of the said effected participant or said minor child(ren) during the period of trust responsibility.

## **SECTION XI. SEVERABILITY**

If any provision of this admission policy shall in the future, be declared invalid by a court of competent jurisdiction, the invalid portions shall be severed and remaining provisions shall remain in full force and effect.

Interpretation of all parts of the admission policy contained herein shall conform with 24 CFR Parts 905 and 965, HUD Indian Housing Program Regulations. The Executive Director of the Indian Township Passamaquoddy Reservation Housing Authority will be responsible for interpretation of all HA policies, procedures, directives, correspondence, HUD regulations or other materials or publications relating or pertaining to the management and the operation of the Housing Authority in whole or part.

## **PART B**

### **PRIVACY ACT STATEMENT AND AUTHORIZATION FOR THE RELEASE OF INFORMATION**

All applicants, tenants and homebuyers in any of the Indian Township Passamaquoddy Reservation Housing Authority programs shall be provided with a Privacy Act Statement. The Privacy Act Statement, Appendix B1, shall be read and signed by the head of household. The signed Privacy Act Statement shall be kept on file with each person's application.

All applicants, tenants and homebuyers in any of the Indian Township Passamaquoddy Reservation Housing Authority programs are required to sign and submit Form HUD 9886, (Appendix B2), at the time their eligibility is determined or during an interim reexamination or regularly scheduled income reexamination. Failure to sign the consent form when required constitutes grounds for denying admission or continued participation in the program.

All applicant, tenant and homebuyer information will be kept in the strictest of confidence by the Indian township Passamaquoddy Housing Authority and will not be released to anyone or any individual housing board commissioner member. Only on a "need to know" basis will information be released and provided to the Indian Township Housing Board of Commissioners during a duly called legal meeting.

## **PART C.**

### **OCCUPANCY POLICIES AND PROCEDURES**

#### **SECTION I. RECERTIFICATION POLICY**

The Housing Authority recertifies each tenant/homebuyer annually. Each tenant/homebuyer will receive written notification of the recertification appointment. Recertification involves a similar process as described in Part A, Admission Policy, Certification.

It is the obligation of each tenant/homebuyer to report to the housing authority and to submit to an intrum recertification upon any change of income after any recertification.

Failure or refusal of a tenant/homebuyer report changes of income or to submit to an annual or intrum recertification is grounds for lease termination and subsequent eviction.

#### **SECTION II. HOUSING PET POLICY**

The following rules are established to govern the keeping of pets in and on housing property units operated by the Housing Authority of the Indian Township Passamaquoddy Reservation.

Tenants permitted pets are those tenants who reside in housing units.

All pets must be registered with the Housing Authority. Tenants must receive a written permit to keep any animal on or about the premises. This privilege may be revoked at any time subject to the Housing Authority grievance procedure if the animal becomes destructive or a nuisance to others, or if the tenant/owner fails to comply with the following:

1. A maximum number of one dog and/or 1 cat is allowed.
2. Permitted pets are domesticated dogs, cats, birds and fish aquariums. Dogs weight must be under 25 pounds.
3. Dogs are to be licensed yearly with the proper authorities, and tenants must show proof of yearly distemper and rabies



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# Things You Should Know

*Don't risk your chances for Federally assisted housing by providing false, incomplete, or inaccurate information on your application and recertification forms.*

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## **Purpose**

This is to inform you that there is certain information you must provide when applying for assisted housing. There are penalties that apply if you knowingly omit information or give false information.

## **Penalties for Committing Fraud**

The United States Department of Housing and Urban Development (HUD) places a high priority on preventing fraud. If your application or recertification forms contain false or incomplete information, you may be:

- Evicted from your apartment or house;
- Required to repay all overpaid rental assistance you received;
- Fined up to \$10,000;
- Imprisoned for up to 5 years; and/or
- Prohibited from receiving future assistance.

Your Tribal, State and local governments may have other laws and penalties.

## **Asking Questions**

When you sit down with the person who fills out your application, you should know what is expected of you. If you do not understand something, say so. That person can answer your question or find out what the answer is.

## **Completing the Application**

When you give your answers to application questions, you **must** include the following information:

### **Income**

- All sources of money you and any member of your family receive (wages, welfare payments, alimony, social security, pension, etc.);
- Any money you receive on behalf of your children (child support, social security for children, etc.);
- Income from assets (interest from a savings account, credit union, or certificate of deposit; dividends from stocks, etc.);
- Earnings from second job or part time job;
- Any anticipated income (such as a bonus or pay raise you expect to receive).

boosters. Cats are to be vaccinated yearly for distemper also. No vicious or intimidating dogs are to be kept, unless safely and properly secured to the satisfaction of the housing authority.

4. All female cats and dogs are to be spayed. If such animals are not spayed and have off-spring, tenant is in violation of this rule.
5. No pet may be kept in violation of humane or health laws.
6. Dogs that remain outside a tenant's unit must be secured and properly leashed, chained and/or provided at occupants expense a secured runner or adequate fencing. Birds must be confined to a cage at all times.
7. Cats are to use litter boxes kept in tenants' premises. Tenant is not allowed to let waste accumulate and must properly dispose of cat litter. Dumping of cat litter outside on housing grounds is strictly prohibited.
8. Tenants shall not walk their dogs for the purpose of waste elimination within the perimeter of the housing unit or in any other fenced area, yard, parking lot, any housing authority property, or property used for public use or travel. Tenants are responsible for promptly cleaning up animal dropping, regardless of who animal, if any, outside of unit, and properly disposing of said dropping.
9. Tenant shall take adequate precautions to eliminate any pet odors within or around unit and maintain unit in a sanitary condition at all times.
10. Tenant shall not permit any disturbance by their pet which could interfere with the quiet enjoyment of other tenants; whether by loud barking, howling, biting, or other such activities.
11. If pets are left unattended for twenty-four (24) hours or more, the Housing Authority shall notify the proper authorities subject to the provisions of the Passamaquoddy Tribal Ordinances. The Housing Authority accepts no responsibility for the pet under such circumstances.
12. Tenants shall not alter their unit, patio or unit area to create an enclosure for an animal.
13. Tenant is responsible for all damages caused by pets.
14. Tenants who violate these rules are subject to: (a) being required to get rid of the pet within 15 days of notice by the Housing Authority; and/or, (b) eviction.



## **PART D.**

### **COLLECTION, TERMINATION and EVICTION POLICY AND PROCEDURES**

The Department of Housing and Urban Development rules and regulations pertaining to HUD-Assisted Indian Housing, Federal Register March 9, 1976 Section 805.305 requires the Indian Township Passamaquoddy Reservation Housing Authority to adopt a rent and homebuyer collection policy which includes a remedy of eviction. Therefore the following procedures shall be followed to assure prompt payment of rent and homebuyer payments.

In the event that the ITPRHA must initiate collection procedures against a tenant or homebuyer who is delinquent in payment more than three times during a twelve month period, the ITPRHA shall determine that such action represents a violation of the tenant's or homebuyer's lease agreement and shall be subject to termination of the lease and subsequent eviction and/or other action deemed necessary by the ITPRHA to rectify the habitual delinquency situation.

#### **SECTION I. COLLECTION PROCEDURE**

1. Rent/homebuyer payment are due and payable on or before the first day of each month.
2. Payment is to be made as follows:
  - a. Monthly rent/homebuyer payments are to be in cash, check or money order made payable to:

Indian Township Passamaquoddy  
Reservation Housing Authority

- b. Payment may be made by payroll deduction. A tenant or homebuyer may make arrangements with employer to have the required rent/homebuyer payment deducted from his/her earnings. The tenant/homebuyer shall be responsible for notifying the Housing Authority if payment will be made through payroll deductions. The employer shall be responsible for mailing the required payments to the Housing Authority at least once

each month (payment may be made biweekly). The Housing Authority shall promptly inform the tenant/homebuyer of any changes in the Housing Authority rent or payment schedule.

Except that, all participants employed by the following entities will be required to have automatic payroll deductions to insure prompt payment of Homebuyer or rental payment obligations: Indian Township Tribal Government (all dept's.), IHS, Forestry, School Dept., Housing Authority, Recreation Center and Creative Apparel.

## SECTION II. DELINQUENT ACCOUNTS

Prompt payment of rent/homebuyer payments is a requirement for continued occupancy by a tenant/homebuyer in either a rental unit or homeownership project operated by the Indian Township Passamaquoddy Reservation Housing Authority. Payments not received at the Housing Authority office by the tenth day of the month shall be considered delinquent.

Once the Indian Township Passamaquoddy Reservation Housing Authority determines that an account is delinquent, the Housing Authority shall proceed as follows:

1. After the 10th day (tenth) of the month tenant or homebuyer will be sent by regular mail a late notice.
2. After the 20th day of the month tenant or homebuyer will be served with a written Notice of Delinquency.
3. The Notice of Delinquency, Appendix C2, shall be served by:
  - a. Delivering the notice personally to the tenant/homebuyer; or
  - b. Mailing by certified mail, addressed to the tenant/homebuyer.
4. The delivery of the Notice of Delinquency to one spouse shall be considered as delivery to both spouses when both are tenants/homebuyers of the same housing unit.
5. The Notice of Delinquency shall include the following:
  - a. A statement to the effect that prompt payment is a requirement for continued occupancy and that eviction of the tenant/homebuyer shall follow if prompt payment is not received.

- b. A demand for immediate payment of the delinquent amount.
- c. A statement that if the tenant/homebuyer has had unforeseen problems in making the required payments, the tenant/homebuyer may make an appointment to meet with the Housing Authority Director to determine if the circumstances warrant special arrangements to be made so that the delinquent amount may be paid over an extended period of time. Counselling relating to efficient budgeting of household finances may be a part of any agreement reached.
- d. A statement that the tenant/homebuyer has ten (10) days in which to remit the required monthly payment and/or to request that special arrangements be considered.
- e. A statement indicating that if the tenant/homebuyer has not complied with the notice or the terms defining rent/homebuyer payments in the tenant/homebuyer's lease within ten (10) days, the provision for termination described in the lease or Mutual Help and Occupancy or Turnkey Agreement shall be invoked.

### SECTION III. PROCEDURE TO TERMINATE RENTAL LEASE, MUTUAL HELP AND OCCUPANCY OR TURNKEY AGREEMENTS

In the event that the tenant/homebuyer fails to respond or comply with the Notice of Delinquency or with any of his/her other obligations under the Rental Lease, Mutual Help and Occupancy or Turnkey Agreement, the Indian Township Passamaquoddy Reservation Housing Authority shall serve the tenant or homebuyer with a Notice of Termination (Appendix C3)

- A. The decision to terminate a tenant's lease, or a homebuyer's Mutual Help and Occupancy or Turnkey Agreement shall be made by the Housing Authority Board of Commissioners.
- B. The Housing Authority shall serve the tenant/homebuyer with a written Notice of Termination in accordance with

this policy, Appendix C3 for Mutual Help and Occupancy Agreements, Turnkey III agreements or for Low Rent Lease Agreements. Notice shall be delivered in person or by certified mail. Notice to one spouse shall be considered notice to both spouses when both are tenants/homebuyers of the same housing unit.

C. The Housing Authority (when requested by participant within the herein provided 7 days following the receipt of the notice of termination) shall schedule an informal hearing at a time and place which shall be no later than the date of termination.

1. During the informal hearing the participant may respond to the Housing Authority's reasons for termination.
2. The tenant/homebuyer may have representation or be accompanied by a person of his/her choice.
3. The Housing Authority Board of Commissioners may revoke the termination of the lease or agreement on the evidence presented by the Executive Director at a regular meeting of the Board of Commissioners.
4. If upon lease or agreement the tenant/homebuyer is dissatisfied with the decision of the Board of Commissioners, he/she may request a formal hearing before the Housing Authority Board of Commissioners. At this formal hearing the tenant or homebuyer may produce any evidence to refute the evidence of presented by the Executive Director.
5. The Housing Authority, upon request of the tenant/homebuyer, shall schedule a formal hearing before the Housing Authority Board of Commissioners. The decision of the Board of Commissioners shall be final.
6. Eviction procedures shall not be taken until the above procedures have been exhausted.
7. If the Housing Authority Board of Commissioners' decision is to terminate the Lease or Mutual Help Occupancy or Turnkey Agreement, the Executive Director shall immediately initiate eviction proceedings in the Passamaquoddy Tribal Court.

## **SECTION IV. EVICTION POLICY and PROCEDURES**

### **A. NOTICE TO QUIT**

A Notice to Quit, Appendix C4, is presented both to the tenant/homebuyer and the court thirty (30) days from the effective date of termination simultaneously with the initiation of eviction procedures.

### **B. EVICTION PROCEDURE**

Before initiating eviction procedures, the Housing Authority must comply with procedures outlined in Section B. Delinquent Accounts for failure to make rental/homebuyer payments, and/or Section C. Termination of Lease, Mutual Help And Occupancy, and Turnkey Agreements if the request to evict is for just cause. "Just cause" is defined as a violation or breach of tenant/homebuyer obligations as contained in the lease or Mutual Help and Occupancy or Turnkey Agreements.

1. The Housing Authority shall file a civil complaint for eviction with the Passamaquoddy Tribal Court or the Maine District Court.
2. The complaint shall be in writing under oath containing a statement of fact (or charges) which includes:
  - a. The name and address of the tenant/homebuyer and a request to the Court for eviction of the tenant or homebuyer.
  - b. The Housing Authority project number, unit number and location of the housing unit and the legal description of the property.
  - c. A copy of one of the following documents, whichever is applicable:
    1. Lease between the tenant and the Housing Authority;
    2. Mutual Help and Occupancy Agreement; or
    3. Turnkey Agreement.
  - d. The reason for the request for eviction.
  - e. A copy of the Notice(s) of Delinquency and Notice of Termination served on the tenant/homebuyer.

**SECTION V. COLLECTION, TERMINATION and  
EVICTION ENFORCEMENT  
ASSESSMENT CHARGES**

A charge in the amount of \$3.00 will be assessed on each tenant or homebuyer each time the Indian Township Passamaquoddy Reservation Housing Authority prepares any tenant or homebuyer collection documents as required pursuant to the ITPRHA approved Collection, Termination and Eviction Policy and Procedures.

The \$3.00 charge will absorb the cost processing and mailing any collection documents. The \$3.00 processing charge will be assessed to the tenant or homebuyer regardless of whether the certified document is not picked up or refused at the postal office or delivered in hand by an authorized person.

**AND**

A charge in the amount of \$16.00 will be assessed on the tenant or homebuyer each time the Indian Township Passamaquoddy Reservation Housing Authority finds it necessary to utilize the services of the Police Dept. for delivery services.

**AND**

Any Court fee's or other charges expended by the housing authority for the filing of collection, eviction or other such documents will in turn be charged to the tenant or homebuyer named in such documents. Charges are as follows and subject to change in the event court charges are revised:

Small Claims (\$1400. and under) - \$26.25 charge

Civil Claims (\$1401. and over ) - \$37.50 charge

## **PART E.**

### **GRIEVANCE POLICY and PROCEDURES**

#### **SECTION I. RIGHT TO HEARING**

Upon filing of a written request as provided herein, any tenant/homebuyer shall be entitled to a hearing regarding a grievance before the Indian Township Passamaquoddy Reservation Housing Board of Commissioners, provided that such request is submitted prior to a notice of termination being served on the tenant/homebuyer.

#### **SECTION II. DEFINITIONS**

**Tenant/Homebuyer:** is defined as any person in a HUD assisted housing project operated by the Indian Township Passamaquoddy Reservation Housing Authority whose rights, duties, welfare and/or status are or may be adversely affected by the Housing Authority action or failure to act.

**Grievance:** is defined as any dispute with respect to Housing Authority action or failure to act in accordance with a lease, Mutual Help and Occupancy or Turnkey Agreement requirements or Housing Authority regulations, policies, and/or procedures which affects the rights, duties, welfare and/or status of the tenant/homebuyer.

#### **SECTION III. PROCEDURE PRIOR TO A HEARING**

All grievances excluding eviction complaints must be presented in writing and in person to the Executive Director at the Indian Township Passamaquoddy Reservation Housing Authority Office at U.S. RT. 1, Indian Township, Princeton, Maine 04668, within seven (7) working days of the incident, action or failure to act that precipitated the grievance.

The written grievance shall specify:

1. The reasons for the grievance; and
2. The action or relief sought.
3. The written request must be signed by the complainant.

The Complainant and the Housing Authority Executive Director shall attempt to resolve the problem at the time the grievance is presented to the Housing Authority or anytime deemed appropriate during the following 10 day period. The Executive Director will have 10 working days to informally review, discuss and resolve the grievance.

#### **SECTION IV. HEARING PREREQUISITE**

No formal hearings on a grievance shall be held unless the process described in Section III has been utilized.

#### **SECTION V. HEARING PROCEDURE**

If in the event a complainant remains aggrieved at the expiration of the 10 day period following a grievance submitted to the Executive Director, the grievance will be placed on the next regular agenda for hearing.

#### **SECTION VI. HEARING BOARD**

Unresolved grievances shall be presented before the Indian Township Passamaquoddy Reservation Housing Board of Commissioners. Members of the Housing Board of Commissioners shall serve as members of the Hearing Board.

Any family member or close relative of the complainant shall be disqualified as a member of the Hearing Board.

#### **SECTION VII. GRIEVANCE HEARING**

The complainant shall be afforded a fair hearing which guarantees the following safeguards:

1. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations of the Indian Township Passamaquoddy Reservation Housing Authority that are relevant to the grievance or hearing. Any document not made available upon the complainant's request may not be used by the Housing Authority at the hearing.



2. The right to be represented by counsel or other person chosen as his/her representative.
3. The right to a hearing in private unless the complainant requests a public hearing.
4. The right to present evidence and arguments in support of his/her complaint, to dispute evidence relied upon by the Housing Authority and to confront and cross examine all witnesses upon whose testimony the Housing Authority relies.
5. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Board may render a decision without proceeding with the hearing if it determines that the issue has been previously decided in another proceeding.

If the complainant or the Indian Township Passamaquoddy Reservation Housing Authority fails to appear at a scheduled hearing, the Hearing Board may make a determination to postpone the hearing for a period not to exceed five (5) business days or may make a determination that the party has waived his/her right to a hearing.

At the hearing, the complainant must first make a showing of entitlement to the relief sought. Thereafter the Housing Authority must sustain the burden of justifying the Housing Authority's action or failure to act.

The hearing shall be conducted informally by the Hearing Board and oral and/or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to whether that evidence would be admissible under the rules of evidence employed in judicial proceedings.

## **SECTION VIII. DECISIONS OF THE HEARING BOARD**

1. The decision of the Hearing Board shall be based solely and exclusively on facts presented at the hearing, applicable State and Tribal laws, HUD regulations, and requirements of the Annual Contributions Contract between HUD and the ITPRHA.

2. The Hearing Board shall prepare a written decision together with the reason(s) within one (1) business day after the hearing. A copy of the decision shall be sent to the complainant and to the Housing Authority. The Housing Authority shall retain a copy of the decision in the tenant's/homebuyers folder.
3. The decision of the Hearing Board shall be binding on the Housing Authority. The Housing Authority shall take all actions or refrain from any actions necessary to carry out the decision of the Hearing Board unless the Hearing Board determines within a reasonable time and promptly notifies the complainant of its determination that:
  - a. The grievance does not concern Housing Authority action or failure to act in accordance with or involving the complainant's lease or Mutual Help Occupancy or Turnkey Agreement which adversely affects the complainant's rights, duties, welfare and/or status.
  - b. The decision of the Hearing Board is contrary to local law, HUD regulations and/or requirements of the Annual Contributions Contract between HUD and the Housing Authority.

## **SECTION IX. APPEALS FROM THE HEARING BOARD DECISION**

A decision by the Hearing Board in favor of the Housing Authority or that which denies the relief requested by the complainant, in whole or in part, shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the complainant may have to a Tribal or judicial review in any judicial proceedings which thereafter may be brought in the matter.

**INDIAN TOWNSHIP PASSAMAQUODDY HOUSING AUTHORITY  
HOUSING APPLICATION**

**PERSONAL DATA**

Name of Applicant: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Tribal Member: On Reservation \_\_\_\_\_ Off Reservation \_\_\_\_\_

Number in Family: \_\_\_\_\_ over age 61 \_\_\_\_\_ disabled persons \_\_\_\_\_

|    | Name  | Relationship | D.O.B. | Tribe |
|----|-------|--------------|--------|-------|
| 1. | _____ | _____        | _____  | _____ |
| 2. | _____ | _____        | _____  | _____ |
| 3. | _____ | _____        | _____  | _____ |
| 4. | _____ | _____        | _____  | _____ |
| 5. | _____ | _____        | _____  | _____ |

**INCOME INFORMATION**

Must be complete with all sources of income and attached documentation verifying your income or a copy of your most recent Federal Income Tax return

|                    | Income   | Source |
|--------------------|----------|--------|
| Family Head        | \$ _____ | _____  |
| Spouse             | \$ _____ | _____  |
| Other Members      | \$ _____ | _____  |
| Total Gross Income | \$ _____ |        |

**ASSET INFORMATION**

Do you own a home(s) or real estate? \_\_\_\_\_ Approximate Value \_\_\_\_\_

Condition of property: Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_

Do you own a motor vehicle(s)? \_\_\_\_\_ Year &amp; Make: \_\_\_\_\_

**GENERAL INFORMATION**

Have you previously applied for housing? \_\_\_\_\_ Have you ever been evicted from any Housing? \_\_\_\_\_ If yes, why \_\_\_\_\_

Any expected increase in family members in the next 10 yrs: \_\_\_\_\_

Desired location of a new home: \_\_\_\_\_

The housing Authority reserves the right to request additional information if needed to determine or verify eligibility. You will receive written notice of your eligibility. If you are unsatisfied with the decision of the Housing Authority you may request a hearing, within 30 days following receipt of notice of eligibility.

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

**INDIAN TOWNSHIP HOUSING AUTHORITY  
CERTIFICATION FOR CONTINUED OCCUPANCY**

**I. PERSONAL DATA**

Resident \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

Project \_\_\_\_\_ Unit \_\_\_\_\_ Number of Bedrooms \_\_\_\_\_

**II. FAMILY COMPOSITION**

|    | NAME  | AGE   | RELATIONSHIP TO HEAD |
|----|-------|-------|----------------------|
| 1. | _____ | _____ | _____                |
| 2. | _____ | _____ | _____                |
| 3. | _____ | _____ | _____                |
| 4. | _____ | _____ | _____                |
| 5. | _____ | _____ | _____                |

**III. TOTAL FAMILY INCOME ANTICIPATED FOR NEXT 12 MONTHS**

| Source, Type, Rate | Amount   |
|--------------------|----------|
| _____              | \$ _____ |
| _____              | _____    |
| _____              | _____    |
| _____              | _____    |

TOTAL ANNUAL FAMILY INCOME \$ \_\_\_\_\_

**IV. NET ASSETS**

| Type  | Estimated Value | Asset Income |
|-------|-----------------|--------------|
| _____ | _____           | _____        |

**V. HANDICAP AND DISABILITY CONSIDERATION**

List member(s) of household considered disabled or handicapped as defined in Sect. 223 of Social Security Act.

| Name  | Relationship to Head | Handicapped or Disabled |
|-------|----------------------|-------------------------|
| _____ | _____                | _____                   |
| _____ | _____                | _____                   |

THE INFORMATION PROVIDED HEREIN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I GIVE PERMISSION TO THE HOUSING AUTHORITY TO VERIFY THE INFORMATION I HAVE PROVIDED.

Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

Interviewed By \_\_\_\_\_

Date \_\_\_\_\_

continued occupancy recertification

for office use only: **ADJUSTED INCOME WORK SHEET**

Total Annual Family Income of Parts III and IV \$ \_\_\_\_\_

**VI. LESS DEDUCTIONS:**

- A. \$480.00 each member other than head or spouse who is under 18 years or who is disabled, handicapped or a full time student \$ \_\_\_\_\_
- B. Additional \$400.00 if head or spouse is 62 years or older or handicapped or disabled \$ \_\_\_\_\_
- C. Handicapped Assistance Expense \$ \_\_\_\_\_
- D. Medical Expense for elderly family \$ \_\_\_\_\_
- E. Child care expenses (child(ren) under 13 years) \$ \_\_\_\_\_
- F. Travel expense when necessary for employment or education of head or spouse \$ \_\_\_\_\_
- G. Adjusted Family Income \$ \_\_\_\_\_
- H. Line G x 30% Turnkey or Rental  
x 15% Mutual Help \$ \_\_\_\_\_
- I. Total Tenant Payment \$ \_\_\_\_\_
- J. Utility Allowance \$ \_\_\_\_\_
- K. **ADJUSTED MONTHLY TENANT PAYMENT**  
Effective Date \_\_\_\_\_

Prepared by \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

Approved by \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

**OCCUPANCY AGREEMENT ADDENDUM  
FOR DRUG-FREE HOUSING**

In consideration of the execution or renewal of a dwelling unit identified in the lease, Owner and Te follows:

1. Tenant, any member of the tenant's household, or a other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

2. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.

3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.

5. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This Lease Addendum is incorporated into the lease, executed or renewed this day between Owner and Tenant.

Housing Authority Official

Tenant/Homeowner

Date \_\_\_\_\_

**Indian Township Passamaquoddy Reservation**  
**HOUSING AUTHORITY**  
 P.O. Box 99 • Princeton, Maine 04668 • (207) 796-8004

## LOW RENT HOUSING LEASE FORM

1. **DESCRIPTION OF THE PARTIES AND PREMISES.** The Indian Township Passamaquoddy Reservation Housing Authority ( Management ) does hereby Lease to \_\_\_\_\_ (Tenant) the dwelling unit described below, under the terms and conditions stated herein.

Address \_\_\_\_\_ Unit # \_\_\_\_\_

Occupancy Date \_\_\_\_\_

2. **AMOUNT AND DUE DATE OR RENTER PAYMENTS.**

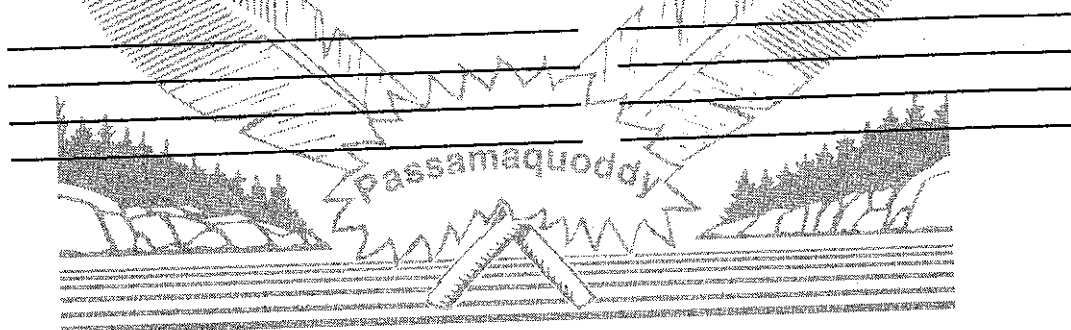
A. The monthly rental amount of \$ \_\_\_\_\_ shall be due and payment in advised on the first of each month beginning \_\_\_\_\_ 200 \_\_\_\_\_. This rent will remain in effect unless adjusted in accordance with the provisions of SECTION 5 hereof.

B. Three or more repeated late payments within a twelve month period may constitute good cause of eviction.

C. In the event the TENANT vacates without notice, he/she shall be charged with rent for the fifteen (15) days after MANAGEMENT learns of the vacate. Rental credits or charges shall be based upon actual days in the month.

D. It is expressly understood and agreed upon that in the event the TENANT is transferring from another MANAGEMENT operated dwelling unit, payment of any unpaid balance due under the previous lease shall become a part of the consideration for this lease.

3. **MEMBERS OF HOUSEHOLD.** Occupancy under the lease is limited to the TENANT (S) named above and the following members of the household



4. **UTILITIES OF HOUSEHOLD.** Management agrees to furnish the following utilities in accordance with the current Schedule of Utilities posted in the Project Office.

- |            |                       |
|------------|-----------------------|
| a. Heating | d. Garbage collection |
| b. Lights  | e. Gas                |
| c. Water   | f. Other _____        |

- (I) **TENANT** agrees to promptly pay for all other utilities furnished to the premises, i.e., cable, television, telephone, etc
- (II) **TENANT** agrees to maintain sufficient heat to dwelling unit to prevent freezing of piped water. If for any reason the **TENANT** is unable to maintain sufficient heat, he / she shall immediately notify **MANAGEMENT**. The **TENANT** shall be charged for all damages resulting from failure to maintain sufficient heat or failure to notify **MANAGEMENT** except for causes beyond **TENANT'S** control.

Management will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

5. **REDETERMINATION OF RENT, DWELLING SITE AND ELIGIBILITY.** Once every year as requested by **MANAGEMENT**, the **TENANT** agrees to furnish accurate information to **Management** as to family income, employment and composition, for use by **Management** in determining rental payment, whether the dwelling size is still appropriate for the **TENANT'S** needs and whether the **TENANT** is still eligible for low - rent housing. This determination will be made in accordance with the current applicable approved Schedule of Rent and Statement of Income and Occupancy Limits.

- a. Rent as fixed in Section 2 herein or as adjusted pursuant to the above will remain in effect for the period between regular rent determination unless during such period.
1. Tenant can show a change in his circumstances ( such as a decline in income ) which would justify a reduction in rent pursuant to the Schedule of Rents or such other circumstances as would create a hardship situation.
  2. Tenant commences to receive public assistance or his / her public assistance is terminated or any other increase or decrease of income. Such a change must be reported to Management within ten ( 10 ) days of its occurrence.



3. It is found that the Tenant has misrepresented to Management the facts upon which his / her rent is based so that the rent he / she is paying is less than what should have been charged. If this is found then the increase in rent may be made retroactive. In the event of any rent adjustment pursuant to the above, Management will mail or deliver a "NOTICE OF RENT ADJUSTMENT" to the Tenant in accordance with Section 9 herein. In the case of rent decreases, the adjustment will become effective the first of the following month. In case of rent increase, the adjustment will take effect the first of the SECORD following month, unless the rent increases because of a finding of intentional misrepresentation under 5A.

- b. If Management determines that the size of the dwelling unit is no longer appropriate to the TENANT'S needs, Management may amend this lease by notice to the tenant, in accordance with Section 9 herein, that the TENANT will be required to move to another unit within the project in which he lives, giving the TENANT a reasonable time in which to move.

6. **OCCUPANCY OF THE DWELLING UNIT.** Tenant agrees not to assign this lease, nor to sublet or transfer possession of the premises, nor to give accommodation to boarders or lodgers without the written consent of MANAGEMENT. Tenant further agrees not to use or permit the occupancy of the dwelling unit for other purposes other than the occupancy of the Tenant and his / her family. This provision does not exclude reasonable accommodation of the Tenant's guest or visitors. Tenant agrees to abide by Management for the benefit and well being of the housing project and tenant.

Any person reported of inflicting violence against themselves and / or any members of the household shall be removed from the premises, pursuant to applicable domestic violence laws, until such time appropriate agencies and / or court of law have officially authorized re-entry of the removed person to the premises. This provision will be applicable to any person inflicting the violence, including the leasee.

7. **MAINTENANCE AND REPAIR.** Tenant shall use reasonable care to keep the dwelling unit in such condition so as to prevent health or sanitation problems from developing. Tenant shall notify MANAGEMENT promptly of know need for repairs to his / her dwelling unit, and of know unsafe conditions in the common areas and grounds of the project which may lead to damage or injury.

When necessary **MANAGEMENT** may use an outside contractor to make repairs. If **MANAGEMENT** employees do the repair work, the basis for the charges to the **TENANT** shall pay for tenant damage repair charges except for normal wear and tear. **Tenant** agrees to pay reasonable charges for repair of intentional or negligent damage to the leased premises or project caused by **TENANT**, **TENANT'S** spouse, dependents and / or quest (s). Such charges shall be billed to **TENANT** and the invoice shall specify the terms of damages involved, correctional action taken, and cost thereof. **MANAGEMENT** agrees to accept rental money from tenant without regard to other outstanding charges which **TENANT** may have accrued with **MANAGEMENT**. **MANAGEMENT** shall maintain the building and common areas and grounds of the project in a decent, safe, and sanitary condition in conformity with the requirements of local housing codes and applicable regulations or guidelines of the Department of Housing and Urban Development. **MANAGEMENT** shall make all necessary repairs, alterations, and improvements to the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided in this Section. If repairs of defects hazardous to life, health, and safety are not made or temporary alternative accommodations offered to the **TENANT** within seventy-two (72) hours of **TENANT'S** reporting same to **MANAGEMENT**, and if it was within **MANAGEMENT'S** ability to correct the defect or obtain the correction thereof, then **TENANT'S** rent shall abate during the entire period of the existence of such defect while he is residing in the un-repaired dwelling. Rent shall not abate if the **TENANT** rejects reasonable alternative temporary accommodation.

8. **INSPECTION.** When **TENANT** moves in, **MANAGEMENT** shall inspect the dwelling unit and shall give **TENANT** a written statement of the condition of the dwelling unit and the equipment in it. **TENANT** and / or his / her representative may join in such an inspection.

**TENANT** agrees that the duly authorized agent, employee, or representative of **MANAGEMENT** will be permitted to enter **TENANT'S** dwelling unit for the purpose of examining the condition thereof or making improvements or repairs. Such entry may be made only during reasonable hours, after advance written notice to **TENANT** of the date, time, and purpose. However, **MANAGEMENT** shall have the right to enter **TENANT'S** dwelling unit without prior notice to **TENANT** if **MANAGEMENT** reasonable believes that emergency exists which requires such entry. **MANAGEMENT** must promptly notify **TENANT** in writing of the date, time, and purpose of such entry, and of the emergency which necessitated it.

When **TENANT** vacates, **MANAGEMENT** will inspect the dwelling unit and give **Tenant** a written statement of the charges, if any, for which **TENANT** is responsible. **TENANT** and / or his / her representative may join in such an inspection.

9. **LEGAL NOTICES.** Any notice required herein will be considered sufficient if delivered in writing to **TENANT** personally, or to an adult member of his / her family residing in the dwelling unit, or if sent by certified mail return receipt requested, properly addressed to **TENANT**, postage prepaid. Notice to **MANAGEMENT** must be in writing, and either delivered to an **MANAGEMENT** employee at the office of the Indian Township Passamaquoddy Housing Authority, or sent to **MANAGEMENT** by certified mail, properly addressed, postage prepaid.
10. **REPORTING INTERIM CHANGE IN INCOME AND FAMILY COMPOSITION.**
- a. The **TENANT** agrees to report the following changes in family circumstance within ten (10) days of the change.
    - 1. There is a loss of a family member through death or divorce, or addition of a family member through marriage / remarriage.
    - 2. Any increases or decreases in family income.
    - 3. Commencement or discontinuance of General Assistance benefits.
  - b. If these reported changes result in a decrease in the **TENANT'S** rent, the reduced rental rate shall become effective the first of the following month.
  - c. If the reported changes result in an increase in the **TENANT'S** rent, the higher rental shall take effect the first of the second month following that which the change occurred. **Tenant** agrees to accept a "NOTICE of REVIEW DETERMINATION" as an amendment to the lease.
11. **RETROACTIVE RENT CHARGES.** If the **TENANT** has failed to report changes in family circumstances as required in paragraph 10, or misrepresented to **MANAGEMENT** the facts upon which rent is determined, and this misrepresentation or failure to report facts results in **TENANT** paying less rent than he / she should have been charged, **MANAGEMENT** shall adjust the rent to the proper amount.
- a. The increase in rent shall be made retroactive to the first day of the second month after the change in family circumstances occurred.
  - b. The new increased rental rate and all retroactive rent shall be due and payable on the first day of the month following receipt of the "Notice of Review Determination."

12. **TENANT OBLIGATIONS.** The **TENANT** shall:

- a. Comply with all obligations imposed upon tenant by applicable provisions of state and local building and housing codes materially affecting health and safety.
- b. Report immediately to the appropriate federal, state or local governmental agency any case of infectious or contagious disease occurring in the family or among any persons living or staying in the dwelling unit.
- c. Keep the premises and such other areas as may be assigned to him / her for his / her exclusive use in a clean and safe condition.
- d. Dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner.
- e. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities.
- f. Promptly notify **MANAGEMENT** of the need for repairs to the dwelling unit and know unsafe conditions in the common areas and grounds of the project which may lead to damage or injury.
- g. Refrain from and cause his / her household and guests to refrain from destroying, defacing, damaging or removing any part of the premises.
- h. Pay for the repair of all damages, except for normal wear and tear, to the premises, complex building, facilities or common areas according to Paragraph 7 which were intentionally or negligently caused by the **TENANT**, members of the household and quest'(s).
- i. Conduct himself / herself and cause other persons who are on the premises with his / her consent to conduct themselves in a manner which will disturb his / her neighbors peaceful enjoyment of their dwelling unit and will encourage the maintenance of the complex in a decent safe and sanitary condition.
- j. Refrain from illegal and other activities such as excessive traffic, parties, etc. which impair the physical or social environment of the complex.
- k. **TENANT** agrees that premises are not to be used for any illegal or business purposes, nor to display on or about the premises any signs without prior written approval of **MANAGEMENT**, nor to make any repairs or alterations or install any equipment without the written consent of **MANAGEMENT**.

I. **TENANT** agrees to maintain grounds and landscaping adjacent to his / her dwelling unit. In the event **TENANT** fails or neglects to maintain grounds as assigned, **TENANT** shall pay to **MANAGEMENT** any and all expenses incurred by **MANAGEMENT** in the maintenance or repair of said grounds rendered necessary by such failure or neglect on the part of **TENANT**.

M. Assigned responsibilities: If none, please state.

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13. **MANAGEMENT OBLIGATIONS.** The **MANAGEMENT** shall:

- a. Maintain the premises and the complex in decent, safe and sanitary condition.
- b. Comply with the requirements of applicable state and local building codes, any HUD regulations materially affecting health and safety.
- c. Make necessary repairs to the premises, at its own expense except otherwise provided in the lease Agreement.
- d. Keep complex building, facilities and common areas not otherwise assigned to the Tenant for maintenance and upkeep in a clean and safe condition.
- e. Maintain in good and safe working order and condition: electrical, plumbing, Sanitary, heating, ventilating and other facilities, and appliances supplied or required to be supplied by **MANAGEMENT**.
- f. To provide and maintain receptacles and facilities ( except containers for the use of an individual **TENANT** family) for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the **TENANT** in accordance with Paragraph 12 ( d ).
- g. Supply running water and reasonable amount of hot water and heat at appropriate times of the year, except when heat and hot water are generated by an appliance within the exclusive control of the **TENANT** and supplied by a direct utility connection.

14. **ENTRY OF PREMISES DURING TENANT.**

- a. **TENANT** agrees that the duly authorized agent, employee or representative may enter the dwelling as following:
  1. **MANAGEMENT** shall upon reasonable advance notification to **TENANT** be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance or for making improvements or repairs. A written statement specifying the purpose of **MANAGEMENT** 'S entry, delivered to the dwelling unit two ( 2 ) days before such entry reasonable advance notification. However, **MANAGEMENT** shall have the right to enter **TENANT**'S dwelling unit without prior permission of the **TENANT** if **MANAGEMENT** reasonably believes that an emergency exists which requires such entry. **MANAGEMENT** must promptly notify **TENANT** in writing of the date, time and purpose of such entry.
  2. If **TENANT** requests a house call for any purpose, **MANAGEMENT** representative may entry without written notification being sent to **TENANT**.
  3. In the event that **TENANT** and all adult members of the household are absent from the premises at the time of entry, **MANAGEMENT** shall leave a written statement specifying date, time and purpose of entry.

15. **TERMINATION OF LEASE.**

- a. This lease may be terminated by **TENANT** at any time by giving fifteen (15) days written notice as specified in Paragraph 7. **TENANT** agrees to move promptly and leave the unit clean and good condition ( except for reasonable wear and tear) and to return the keys to **MANAGEMENT** when he / she vacates. Rent payment obligation will continue until the keys are returned to **MANAGEMENT**'S office.
- b. If, through any cause, a signer of the lease cease to be a member of the **TENANT**'S family, this lease shall terminate and a new lease is to be executed and signed by a responsible remaining member of the family, provided the family is eligible and approved by the Indian Township Housing Board of Commissioners for Continued occupancy.

- c. If the **TENANT** transfers to another **MANAGEMENT**-operated dwelling unit, this lease shall terminate and a new lease is to be executed by **TENANT** for the dwelling unit into which the family is to move.
- d. **MANAGEMENT** may terminate or refuse to renew the lease based on any violation of terms of the lease by **TENANT**.
- e. **MANAGEMENT** shall provide the **TENANT** with a copy of the Indian Township Passamaquoddy Housing Authority's policies regarding rent collection, procedures for lease termination and eviction. The **TENANT** shall be entitled to all due process by and through the approved policies.
- f. The failure of **MANAGEMENT** to insist in any one or more instances upon strict performance of any covenants or agreements of this lease or to exercise any option contained, shall not be considered as a future waiver or relinquishment of said covenant agreements or options, but the same shall continue and remain in full force and effect. The receipt of rent by **MANAGEMENT** with the knowledge of the breach of any covenant or condition hereof shall not be deemed a waiver of such breach, and no waiver by **MANAGEMENT** of any of the provisions hereof shall be deemed to have been made unless expressed in writing and signed by **MANAGEMENT**, its representatives or agents.
- g. In the event the premises occupied by the **TENANT** under this lease be destroyed by fire or by other means caused by **TENANT**, this lease shall automatically terminate.

16. **ABANDONMENT OF PROPERTY.** In the event **TENANT** is absent from dwelling unit for fourteen (14) consecutive days while in default of rent. **TENANT** shall, at the option of **MANAGEMENT**, be deemed to have abandoned the dwelling unit and any remaining personal property of **TENANT** shall be considered abandoned and may be disposed of by **MANAGEMENT**.

In the event that **MANAGEMENT** is informed by the public that a family has abandoned a housing unit prior to (14) days of tenant absence, **MANAGEMENT** will inspect the reported unit and determine if in fact the unit has or has not been abandoned. If **MANAGEMENT** determines that the unit has been abandoned the unit lease will be immediately terminated.

17. **ATTORNEY'S FEES.** **TENANT** agrees to pay reasonable attorney's fees and court costs in the event court action is required to enforce any terms and conditions of this lease by **MANAGEMENT** prevails in said court action.
18. **GRIEVANCE PROCEDURE.** All grievances and appeals arising under this lease shall be processed and resolved according to the Grievance procedure of **MANAGEMENT** which is in effect at the time such grievance or appeal arises. This procedure is posted in **MANAGEMENT'S** office and incorporated herein by reference. All matters concerned by this lease, including but not limited to rental payments, other charges, except that **TENANTS** who are evicted or whose tenancy is terminated based upon creation or maintenance of a threat to the health and safety of other tenants shall not have access to the grievance procedure.
19. **CHANGES.** This lease, together with any future adjustments of rent or dwelling unit, is the entire agreement between **MANAGEMENT** and **TENANT**. No charges herein shall be made except in writing, signed and dated by both parties ( except in the event of damage to the residence by the **TENANT** ).
- a. The Schedule of Charges incorporated herein by references may be modified from time to time by **MANAGEMENT** provided that **TENANT** shall be given thirty (30) days written notice of such change including the reasons therefore and further be given an opportunity to present written comments for consideration by **MANAGEMENT**.
  - b. The Conditions of Occupancy ( House Rules), incorporated herein by reference, and other rules and regulations of **MANAGEMENT** may be modified from time to time by **MANAGEMENT**, provided that **TENANT** shall be given thirty (30) days written notice of such changes and shall be given an opportunity to present written comments for consideration by **MANAGEMENT**.
  - c. The Grievance Procedure, incorporated herein by reference, may be modified from time to time by **MANAGEMENT**, provided that **TENANT** shall be given thirty (30) days written notice of such changes and shall be given an opportunity to present written comments for consideration by **MANAGEMENT**.
  - d. The Schedule of Rents, incorporated herein by reference, may be modified from time by **MANAGEMENT**, provided that **TENANT** shall be given thirty (30) days written notice of change and shall be given an opportunity to present written comments for consideration by **MANAGEMENT**.



20. The following policies and procedures have been made available and explained to me (TENANT) before it was signed it the parties hereto:

Indian Township Passamaquoddy Housing Authority Admission, Occupancy, Collection, Termination, Eviction, Pet and Grievance Policy and Procedures, including the Drug Free Housing Addendum and Privacy Act Statement.

I/We, the **TENANT (S)** whose signature appears immediately below, have read and do understand and hereby agree to the provisions of this lease, and I/We hereby further agree that failure to observe and follow said lease provisions and conditions of occupancy will be just and proper cause for the termination and cancellation of this lease by **MANAGEMENT**. I/We hereby further agree that upon expiration of the time limit contained in any written notice of cancellation from **MANAGEMENT**, I/We will vacate the premises covered by this lease, without disturbance or delay. I / We also understand that this lease contains a provision for the automatic renewal for successive terms of one calendar month each, unless terminated by fifteen ( 15 ) days written notice by **TENANT**, or thirty ( 30 ) days prior written notice by **MANAGEMENT**, or as otherwise stated herein.

**IN WITNESS HEREOF , THE PARTIES HAVE EXECUTED THIS LEASE AGREEMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, IN WASHINGTON COUNTY, INDIAN TOWNSHIP, IN THE STATE OF MAINE.**

\_\_\_\_\_  
**TENANT'S SIGNATURE**

\_\_\_\_\_  
**TENANT'S SIGNATURE**

**Indian Township PASSAMAQUODDY Housing Authority**

**BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**SEAL:**

# Indian Township Passamaquoddy Reservation

## HOUSING AUTHORITY

P.O. Box 99 • Princeton, Maine 04668 • (207) 796-8004

### HOUSING PET PERMIT and POLICY

I have received written permission from the Indian Township Passamaquoddy Reservation Housing Authority to keep the following pet in my residence as a tenant of the Housing Authority:

\_\_\_\_\_

\_\_\_\_\_

I fully understand the rules/regulations in regard to this privilege and will abide by same.

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
DATE

### HOUSING PET POLICY

The following rules are established to govern the keeping of pets in and on housing property units operated by the Housing Authority of the Indian Township Passamaquoddy Reservation.

Tenants permitted pets are those tenants who reside in housing units.

All pets must be registered with the Housing Authority. Tenants must receive a written permit to keep any animal on or about the premises. This privilege may be revoked at any time subject to the Housing Authority grievance procedure if the animal becomes destructive or a nuisance to others, or if the tenant/owner fails to comply with the following:

1. A maximum number of one dog and/or 1 cat is allowed.
2. Permitted pets are domesticated dogs, cats, birds and fish aquariums. Dogs weight must be under 25 pounds.
3. Dogs are to be licensed yearly with the proper authorities, and tenants must show proof of yearly distemper and rabies boosters. Cats are to be vaccinated yearly for distemper also. No vicious or intimidating dogs are to be kept, unless safely and properly secured to the satisfaction of the housing authority.

pg. 2, Housing Pet Permit & Policy

4. All female cats and dogs are to be spayed. If such animals are not spayed and have off-spring, tenant is in violation of this rule.
5. No pet may be kept in violation of humane or health laws.
6. Dogs that remain outside a tenant's unit must be secured and properly leashed, chained and/or provided at occupants expense a secured runner or adequate fencing. Birds must be confined to a cage at all times.
7. Cats are to use litter boxes kept in tenants' premises. Tenant is not allowed to let waste accumulate and must properly dispose of cat litter. Dumping of cat litter outside on housing grounds is strictly prohibited.
8. Tenants shall not walk their dogs for the purpose of waste elimination within the perimeter of the housing unit of in any other fenced area, yard, parking lot, any housing authority property, or property used for public use or travel. Tenants are responsible for promptly cleaning up animal dropping, regardless of who animal, if any, outside of unit, and properly disposing of said dropping.
9. Tenant shall take adequate precautions to eliminate any pet odors within or around unit and maintain unit in a sanitary condition at all times.
10. Tenant shall not permit any disturbance by their pet which could interfere with the quiet enjoyment of other tenants; whether by loud barking, howling, biting, or other such activities.
11. If pets are left unattended for twenty-four (24) hours or more, the Housing Authority shall notify the proper authorities subject to the provisions of the Passamaquoddy Tribal Ordinances. The Housing Authority accepts no responsibility for the pet under such circumstances.
12. Tenants shall not alter their unit, patio or unit area to create an enclosure for an animal.
13. Tenant is responsible for all damages caused by pets.
14. Tenants who violate these rules are subject to: (a) being required to get rid of the pet within 15 days of notice by the Housing Authority; and/or, (b) eviction.

I have read and understand the foregoing regulations regarding Pets and agree to conform to them.

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
Date

**Assets**

- All bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you and any adult member of your family/household who will be living with you.
- Any business or asset you sold in the last 2 years for less than its full value, such as your home to your children.

**Family/Household Members**

- The names of all of the people (adults and children) who will actually be living with you, whether or not they are related to you.

**Signing the Application**

- Do not sign any form unless you have read it, understand it, and are sure everything is complete and accurate.
- When you sign application and certification forms, you are claiming that they are complete to the best of your knowledge and belief. You are committing fraud if you sign a form knowing that it contains false or misleading information.
- Information you give on your application will be verified by your housing agency. In addition, HUD may do computer matches of the income you report with various Federal, Tribal, State or private agencies to verify that it is correct.

**Reexaminations**

You must provide undated information at least once a year. Some programs require that you report any changes in income or family/household composition immediately. Be sure to ask when you must be reexamined. You must report on the reexamination forms:

- All income changes such as pay increases or benefits, changes of job, loss of job, loss of benefits, etc., for all adult family/household members.
- Any family/household member who has moved in or out.
- All assets that you or your family/household members own and any asset that was sold in the last 2 years for less than its full value.

**Beware of Fraud**

You should be aware of the following fraud schemes:

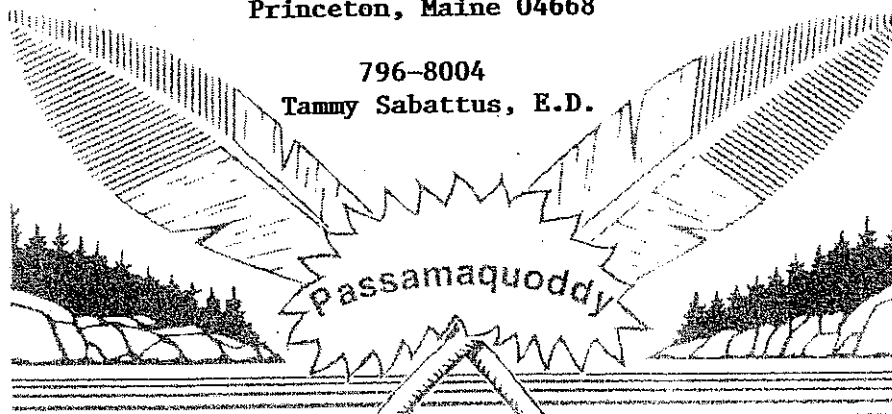
- Do not pay any money to file an application.
- Do not pay any money to move up on the waiting list.
- Do not pay for anything not covered by your lease.
- Get a receipt for any money you pay.
- Get a written explanation if you are required to pay any money other than rent (such as maintenance charges).

**Reporting Abuse**

Indian Township Passamaquoddy Reservation  
Housing Authority  
P.O. Box 99  
Princeton, Maine 04668

796-8004

Tammy Sabattus, E.D.



# Indian Township Passamaquoddy Reservation

## HOUSING AUTHORITY

P.O. Box 99 • Princeton, Maine 04668 • (207) 796-8004

### FEDERAL PRIVACY ACT STATEMENT

The U. S. Department of Housing and Urban Development (HUD) will be collecting information you gave to the Indian Township Passamaquoddy Reservation Housing Authority at application or reexamination. HUD will collect the information on form HUD-50058. The data it will collect includes name, sex, birth date, social security number, income by source, assets, certain deductible expenses and rental payment.

The Privacy Act of 1974, as amended, requires us to inform you about HUD's use of the information you have provided. HUD will use the information to manage and monitor HUD-assisted housing programs. It may also verify whether the information is accurate and complete by doing a computer match. HUD may give the information to federal, state and local agencies when it will be used for civil, criminal or regulatory investigations and prosecutions. HUD may also make summaries of resident data available to the public. Other than these uses, HUD will not release the information outside of HUD except as permitted or required by law.

The Housing and Community Development Act of 1987, 42 U.S.C. 3543, requires applicants and residents to give the Indian Township Passamaquoddy Reservation Housing Authority the social security numbers of household members who are at least six (6) years of age. If you are an applicant and you have been issued or use social security numbers and you do not give them to the Housing Authority, the Housing Authority is required to reject your application for housing assistance. If you are receiving housing assistance and you have been issued or use social security numbers and you do not give them to the Housing Authority, the Housing Authority is required to evict your family or withdraw your housing assistance.

The U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 et. seq., and the Housing and Community Development Act of 1981, Public Law 97-35, 85 stat., 348, 408 require applicants and residents to provide the information as listed in the above paragraphs to the Housing Authority. If you are an applicant and you fail to give the Housing Authority this information, the Housing Authority may have to reject your application or delay acting on it. If you are receiving housing assistance and you do not give the Housing Authority this information, the Housing Authority may have to evict you or withdraw your housing Assistance.

I have read the Federal Privacy Act Statement on \_\_\_\_\_

Signature of Head of Household \_\_\_\_\_

U.S. Department of Housing & Urban Development  
Office of Public and Indian Housing

# Authorization for the Release of Information Housing Agencies

PHA/IHA requesting release of Information  
(name, address, telephone, & date):

Indian Township Passamaquoddy  
P.O. Box 99  
Princeton, Maine 04668  
(207)-796-8004

Date \_\_\_\_\_

This form cannot be used to request a copy of a tax return.  
Instead, use IRS form 4506, Request for a Copy of Tax Form.

**Sensitive Information:** The consent granted by this form may be used as a basis to collect sensitive information which is protected by the Privacy Act. Such information will not be disclosed or released outside of HUD except to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. Please see the Federal Privacy Act Statement for a more detailed description of your privacy rights.

## Purpose:

This form enables the U.S. Department of Housing and Urban Development (HUD) and the above named Public Housing Agency or Indian Housing Authority (HA's) to secure your signature and the signature of each member of your household who is 18 years of age or older for purposes of obtaining employee income information from current and previous employers and wage and claim information from the State Wage Information Collection Agency (SWICA).

## Computer Matching Notice & Consent:

I understand that a Public Housing Agency, Indian Housing Authority, or HUD may conduct computer matching programs with other governmental agencies including Federal, State, Tribal, or local agencies.

The governmental agencies include:

- U. S. Office of Personnel Management
- U. S. Social Security Administration
- U. S. Department of Defense
- U. S. Postal Service
- State Employment Security Agencies
- State Welfare and Food Stamp Agencies

The match will be used to verify information supplied by my family.

## Employment Information:

I also authorize the above named HA and HUD to obtain information about me and my family that is pertinent to employment income information from current and previous employers:

## Conditions:

I agree that photocopies of this authorization may be used for the purposes stated above.  
If I or any adult member of my family fail to sign this authorization, I understand that this action may constitute grounds for denial of eligibility or termination of assistance or tenancy, or both.

## State Wage Agencies:

I authorize only HUD, a Public Housing Agency, or an Indian Housing Authority to obtain information on wages or unemployment compensation from State Agencies charged with the State unemployment law.

Signature, Printed Name of the Head of Household & Date:

X

Signature, Printed Name of Other Adult Member of the Household & Date:

Signature, Printed Name of Spouse Other Adult Member of the Household & Date

X

Signature, Printed Name of Other Adult Member of the Household & Date:

X

**Indian Township Housing Authority**

P. O. BOX 127  
PRINCETON, MAINE 04668  
TELEPHONE (207) 796-2301 EXT. 34

| past due  
rent notice

TO

| Date of Notice | Rent Due | Late Charges | Other Charges | TOTAL<br>AMOUNT DUE |
|----------------|----------|--------------|---------------|---------------------|
|                |          |              |               |                     |

▲  
PAY THIS AMOUNT**IMPORTANT:**

We have not yet received your rent this month.  
Please make payment immediately in accordance  
with the terms and conditions of our rental agreement.

Thank You

# Indian Township Passamaquoddy Reservation

## HOUSING AUTHORITY

P.O. Box 99 • Princeton, Maine 04668 • (207) 796-8004

### NOTICE OF DELINQUENCY

TO: \_\_\_\_\_ Housing Unit # \_\_\_\_\_

Prompt payment of your homebuyer or rental payment is a requirement for continued occupancy by a tenant or homebuyer in a housing unit operated by the Indian Township Passamaquoddy Reservation Housing Authority. Payments not received at the Indian Township Passamaquoddy Reservation Housing Authority office by the tenth (10) day of the month are considered delinquent.

A demand for immediate payment of the following amount delinquent \$ \_\_\_\_\_ is being made. Incorporated into this figure is a \$3.00 collection processing fee.

If you have had unforeseen problems regarding your payment obligation you can make an appointment to meet with the Executive Director of the Indian Township Passamaquoddy Reservation Housing Authority. This meeting will determine if your circumstances warrant special arrangements to allow you to pay the delinquent amount over a reasonable period of time.

Upon the expiration of ten (10) days from receipt of this notice, and if you have not paid the delinquency in full or made approved payment arrangements with the Executive Director of the Indian Township Passamaquoddy Reservation Housing Authority, your delinquency will be referred to the appropriate Court for collection and the Housing Authority will proceed in termination of your occupancy agreement and subsequent eviction.

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

SERVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 199\_\_\_\_,

TO \_\_\_\_\_

DELIVERING PERSON OR OFFICER: \_\_\_\_\_



Indian Township Passamaquoddy Reservation  
HOUSING AUTHORITY

P.O. Box 99 • Princeton, Maine 04668 • (207) 796-8004

**THIRTY DAY NOTICE OF TERMINATION**

TO: \_\_\_\_\_ HOUSE #: \_\_\_\_\_

PLEASE TAKE NOTICE that your tenancy and

\_\_\_\_ Rental Lease Agreement

\_\_\_\_ Turnkey Agreement

\_\_\_\_ Mutual Help and Occupancy Agreement

of the below described premises, of which you now hold possession, is terminated effective at the expiration of thirty (30) days from the receipt of this NOTICE. Said premises is situated at \_\_\_\_\_, Indian Township, Princeton, County of Washington, State of Maine, and commonly known as house or apartment # \_\_\_\_\_ of Project ME-14-\_\_\_\_\_.

Good cause exists for terminating your tenancy and agreement.  
Said cause is for:

This NOTICE is given for the purpose of terminating your tenancy and applicable agreement of the above described premises within the period of thirty (30) days after the service of this NOTICE upon you.

If you fail to quit and vacate the above-named premises within thirty (30) days after service of this NOTICE upon you, appropriate legal proceedings will be instituted against you to obtain possession, and such proceeding could result in a judgement against you which could require you to pay costs, attorney's fees and necessary disbursements as approved by law.

Indian Township Passamaquoddy Reservation  
HOUSING AUTHORITY

P.O. Box 99 • Princeton, Maine 04668 • (207) 796-8004

**NOTICE TO QUIT**

TO: \_\_\_\_\_ of Indian Township, in the County of  
Washington and State of Maine.

You are hereby notified and required to quit possession or  
occupancy, move out and deliver up to the Indian Township  
Passamaquoddy Reservation Housing Authority at the expiration of  
Thirty (30) days from the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, the  
following described premises situated at Indian Township,  
Princeton, Maine, to wit:

Unit # \_\_\_\_\_, of Project 14-\_\_\_\_\_ at Indian Township  
for the following reason(s):

Dated: \_\_\_\_\_, 199\_\_\_\_

For the Indian Township Passamaquoddy  
Reservation Housing Authority

I HEREBY CERTIFY, that on the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_,  
I gave in hand to \_\_\_\_\_, above-named, the  
original notice of which the above is a true copy.

\_\_\_\_\_  
(signature of server)

STATE OF MAINE  
Washington, ss.

\_\_\_\_\_, 199\_\_\_\_

Then personally appeared \_\_\_\_\_ and made  
oath that the above-affidavit by said affiant subscribed is true.

\_\_\_\_\_  
Notary Public