



MONACAN INDIAN NATION HOUSING DEPARTMENT  
111 HIGHVIEW DRIVE, MADISON HEIGHTS, VA 24572

RENTAL ASSISTANCE  
PROGRAM POLICY AND PROCEDURES

# **MONACAN INDIAN NATION** **RENTAL ASSISTANCE** **PROGRAM POLICY**

## **Policy Statement**

The governing body of the Monacan Indian Nation (MIN) recognize the need to develop a program that provides assistance to low-income tribal members whose needs cannot be met through the existing housing programs. This program is created to provide rental assistance to eligible families. The MIN will implement the Rental Assistance Program in a manner consistent with the overall mission of the MIN.

## **1. General Information**

### **A. Eligibility**

- (1) The eligibility criteria for assistance utilizing this program shall be the same as those described in the MIN's adopted Eligibility Policies & Procedures.
- (2) Applications received from any family or person(s) not meeting the established criteria will be referred to other state or local agencies for housing assistance.
- (3) Applicants who owe the MIN money are not eligible to receive assistance.
- (4) A participant may not receive rental assistance while receiving the benefit of any other form of housing subsidy for the same dwelling unit.

### **B. Term**

- (1) Rental assistance may be provided for up to 1 year for a non-elderly family, disabled family, or a full-time student. The MIN Housing Dept. Manager may approve providing assistance after the initial 1 year period on a case by case basis.
- (2) Elderly families, disabled families, or full time students may be provided rental assistance for as long as they comply with the terms of this program.

**C. Payment Assistance**

- (1) The factors used to determine the amount of assistance to be paid to the owner on behalf of the participant are:
  - (a) Annual income of the family
  - (b) Fair Market Rent for counties in the MIN rental assistance program service area as determined by HUD. The Fair Market Rent (FMR) figures for each respective county shall be attached as appendices to this policy and shall be updated when published by HUD.
- (2) The assistance amount a family will be eligible to receive will be the lesser of the actual rent or the fair market rent minus 30 percent of the family's adjusted monthly income. Under no circumstances will the MIN Housing Dept. enter into an agreement where the family is required to pay more than 30 percent of the family's adjusted monthly income. Rent cannot exceed the fair market rent.

Example:

FMR	Rent	30% of Adjusted Income	Assistance
1000	800	200	600
1000	1000	200	800
1000	1200	200	Rent too High

**2. Leases**

- A.** All lease terms must be for a term of one year automatically renewed at the end of the year unless a 30-day notice is provided by the participant or owner of intent not to renew the lease. Such notice must be provided by the party giving notice to MIN. The owner is not required to continue with a one-year lease after the initial lease period and may opt to change to a month-to-month lease after the first year.
- B.** MIN will provide the participant a copy of the applicable landlord and tenant laws along with housing discrimination laws and a list of NAHASDA requirements to give to potential owners to assist them in submitting an acceptable lease.

- C. Upon receipt of the proposed lease, the MIN will review it and determine if there are any unlawful provisions in the lease and that all the necessary provisions as defined in Section 207 of NAHASDA are included.
- D. If any unlawful provisions are found, the MIN will require the landlord to strike them. If the owner is not willing to strike them, the lease will be disapproved.
- E. If there is any necessary information missing from the lease in accordance with NAHASDA, the MIN will require the landlord to put these items in writing as an addendum to the lease. If the landlord refuses to add the necessary lease information to the lease, the lease will be disapproved.
- F. If the lease covers all necessary provisions required and are determined to have no unlawful provisions, the MIN will approve the lease.
- G. The MIN is not a party to the lease and assumes no responsibility in its enforcement.
- H. If the owner of the property is related to the applicant, the request for assistance will be denied.

### **3. Housing Standards**

#### **A. Minimum Housing Quality Standards (HQS)**

- (1) The MIN will utilize its adopted housing quality standards adopted in determining if the unit is a decent, healthy and safe place to live.
- (2) The MIN will provide the participant with information to assist them in finding housing that meets the minimum requirements.

#### **B. Inspections**

- (1) The MIN will conduct, or arrange to have conducted, a pre-occupancy inspection utilizing the adopted HQS and inspection form to ensure the unit is a healthy, safe, and decent place to reside prior to approval of assistance payments. If the unit does not pass the inspection, assistance can be approved if the landlord is willing to make necessary repairs to bring the unit up to the minimum requirements. If the landlord is not willing to make the repairs, assistance cannot be approved.
- (2) The MIN will also conduct special inspections if it is reported that the dwelling no longer meets the minimum requirements and the owner is unwilling to make the necessary repairs. If it is determined that the unit no longer meets the minimum requirement, the MIN will request the necessary repairs be made in writing to the

landlord. If the landlord is unwilling to make the repairs, the MIN will allow the tenant to transfer to a unit that does meet the requirements.

- (3) If the participant causes damage to the unit, it is the owner's responsibility to take appropriate action in accordance with the lease and state and local law.

#### **4. Payments - Execution of agreements for assistance.**

- A. Once the lease and the unit have been approved, and the owner has signed the agreement to abide by the owner obligation statement, the MIN will sign a contract with the owner for the assistance payment amount showing the effective date of payments and the amount of the monthly payment.
- B. If a participant moves into a unit during the month rather than at the beginning of the month, the assistance payment will be pro-rated for the remaining days left in the month and a check will be issued within three working days. The assistance payment will be made thereafter on or before the first day of each month. The participant is not responsible for the approved assistance payment made by the MIN.

#### **5. Transfers - When allowed**

- A. Transfers will not be allowed during the initial lease period unless both parties are willing to break the lease and there is good cause to break the lease as determined by the MIN.
- B. If applicable, transfer requests after the initial lease period will be approved only under the following conditions:
  - (1) The dwelling no longer meets HQS standards (not caused by the participant) and the owner refuses to make the necessary repairs.
  - (2) The family needs a smaller or larger unit in accordance with occupancy standards
  - (3) The family needs to relocate closer to work or school, or medical facilities, or for safety reasons such as an act or threat of violence against the family (transfer for these reasons, must be verifiable).
  - (4) The owner does not wish to renew the lease.

#### **6. Certification Requirements.**

If applicable, participants will be required to be recertified at least annually to determine if they are still eligible for the program and if the assistance amount needs to be adjusted.

Any participant who is no longer low-income or is determined ineligible for assistance at the time of re-certification will be given at least a 30 day notice of termination. The owner will also receive a copy of this notice.

## **7. Obligations.**

### **A. Participant Obligations**

- (1) When the participant's lease and unit are approved, the participant must sign an agreement to fulfill and abide by the required obligations for participation in the program as shown below. Any breach of the participant obligations is grounds for termination of assistance.
- (2) The family must:
  - (a) Supply the MIN with any information that the MIN determines to be necessary for use in a regularly scheduled re-examination or interim re-examination of family composition and income.
  - (b) Disclose and verify social security numbers.
  - (c) Supply any information requested by the MIN to verify the family is living in the unit or information related to family absence from the unit.
  - (d) Promptly notify the MIN if the family will be away from the unit for more than 14 days.
  - (e) Notify the MIN and the owner in writing at least 30 days prior to moving out of the unit or terminating the lease.
  - (f) Use the assisted unit for residence by the family only. The unit must be the family's only residence.
  - (g) Request MIN and landlord approval to add any other family members as occupants of the unit.
  - (h) Give the MIN a copy of any owner eviction notice, or notice of lease termination.
  - (i) Pay all utility bills and the portion of the rent the participant is responsible for (if any).
- (3) The family must not:
  - (a) Own or have any interest in the unit.

- (b) Commit any serious or repeated violation of the lease.
  - (c) Commit fraud, bribery or any other corrupt criminal act in connection with the program.
  - (d) Participate in illegal drug activity or violent criminal activity.
  - (e) Sublease or let the unit or assign the lease or transfer the unit.
  - (f) Receive any other housing subsidy for the same unit or a different unit from any state, federal or local housing program.
  - (g) Damage the unit or premises (other than normal wear and tear) or permit any guest to damage the unit or premises.
- (4) When a family breaks up
- (a) If there are children included in the household, the assistance will remain with the parent who has custody and control of the children.
  - (b) If children are split between the parents, the MIN tribal member parent will retain the assistance.
  - (c) If there are no children in the household, the assistance will remain with the participant who signed the lease if he/she is a MIN tribal member.
  - (d) Family members who are forced to leave as a result of violence will retain the assistance.

**B. Owner Obligations.** Prior to execution of the contract for assistance payment by the MIN to the owner on behalf of the family, the owner must agree to the following obligations in the program and must sign a statement that they are willing to adhere to these obligations before assistance can be approved.

- (1) The owner is responsible for conducting background checks and contacting references to determine the participant's suitability as a renter. The MIN does not screen the tenants.
- (2) The owner is responsible for compliance issues concerning any and all conditions of the lease.
- (3) The owner is responsible for providing the MIN with a copy of any eviction or lease termination.
- (4) The owner must notify the MIN if any participant vacates a unit.

- (5) The owner must provide the MIN with a copy for approval of any changes to the lease during the tenancy of a participant of this program.

**C. MIN Obligations**

- (1) The MIN is responsible for payment of the assistance amount to the owner each month by the first of each month.
- (2) The MIN is responsible for conducting an inspection prior to approval of the unit, and for special inspections if the participant reports it that the unit no longer meets the minimum required standards and the damages were caused by maintenance neglect of the owner.
- (3) The MIN is responsible for conducting the initial income verification to determine eligibility and conducting re-certifications for continued eligibility of participants at least annually.
- (4) The MIN is responsible for providing notice to the landlord and participant if assistance amounts change or cease.

**8. Terminations**

**A. Terminations by the owner.** During the term of the lease the owner may not terminate tenancy except for:

- (1) Serious or repeated violations of the terms of the lease.
- (2) Violations of state, federal or local law that relate to occupancy or use of the unit.
- (3) The owner desires to use the unit for personal use, or desires to sell or renovate the property.
- (4) The owner may not terminate tenancy for non-payment of the MIN assistance payment.
- (5) The owner must give the tenant written notice of the grounds for the termination and provide a copy of any such notice to the MIN. Any such notice must be in conformance with local or state law.

**B. Termination of Tenancy by the Participant.**

- (1) The family may terminate tenancy after the first year of the lease.



- (2) Terminations during the first year are allowed only if the owner agrees to release the family from the lease in writing and the participant meets the requirements for a transfer.
- (3) The family must provide the owner and the MIN with a copy of the notice of termination in accordance with the lease.
- (4) The family may also terminate the lease if the owner breaches HQS standards and refuses to repair unit after notification in writing of the necessary repairs.

**C. Termination of Assistance by the MIN.** The MIN may terminate family assistance for any of the following reasons:

- (1) Any violation of family obligations.
- (2) Conviction of illegal drug activity or violent criminal activity.
- (3) Failure of family to sign and submit verification documents for re-certification.
- (4) If the family moves out of the unit.
- (5) If the family breaks up.
- (6) If the owner fails to maintain unit in accordance with HQS standards.
- (7) If available program funding is insufficient to support continued assistance for the families.

**Attached Appendixes**

1. Most current Fair Market Rents for counties in the MIN's rental assistance service areas available at <https://www.huduser.gov/portal/datasets/fmr.html>
2. MIN adopted Housing Quality Standards (HQS).



Enacted, on this day, 12 of May, 2021, in Amherst, Virginia.

Kenneth Branham 12-05-21

Chief Kenneth Branham

Date