

# BARANOF ISLAND HOUSING AUTHORITY



## TRIBAL CITIZEN HOME REPAIR PROGRAM

Contents

I Introduction ..... 1

II Terms ..... 1

III Walk-Away Policy ..... 2

IV Application ..... 3

V Verifications ..... 3

VI Eligibility Determination ..... 4

VII Ineligibility ..... 4

VIII Priority List ..... 4

IX Definition of Eligible Dwelling Unit ..... 5

X Eligible Property ..... 5

XI Substantially Complete ..... 6

XII Ineligible Dwelling Unit ..... 6

XIII Use of the Home ..... 7

ADDENDUM A ..... 8

ADDENDUM B ..... 9

## I Introduction

Baranof Island Housing Authority (BIHA) has a limited amount of funding available for the repair of homes owned by enrolled citizens of the Sitka Tribe of Alaska, Alaska Natives, and American Indians. After a thorough evaluation of the applicant's home, BIHA will determine the scope of work and amount of assistance to be provided.

**This policy shall be used in conjunction with the BIHA Admissions & Occupancy Policy to ensure compliance with Native American Housing and Self Determination Act (NAHASDA) requirements. For more detailed information regarding definitions, required documentation, income calculation and eligibility for this and other BIHA administered programs, please refer to the BIHA Admission & Occupancy Policy.**

## II Terms

- Priority shall be given to enrolled members of Sitka Tribe of Alaska, Alaska Natives, and American Indians (in that order) who; are elderly, persons with disabilities, households with children under six years old, the lowest income households, and emergencies. The repairs will be addressed according to the date of application and the following factors:

1<sup>st</sup> Health, life, and safety issues

2<sup>nd</sup> Accessibility issues

3<sup>rd</sup> Weatherization issues

- The home to be repaired must be owner-occupied.
- Proof of ownership in the form of a deed to the property naming the applicant as owner of record or other proof of ownership acceptable to Baranof Island Housing Authority must be provided.
- BIHA shall evaluate the home to be repaired and determine the scope of work needed.
- Homes repaired under this program need not be brought up to HUD development standards, but major health, life, and safety hazards must be addressed.\*
- If BIHA determines the family must be relocated for a period of time to allow work to be performed, the cost of relocation shall be included as part of the total cost associated with the program. All such cost shall be reasonable and directly related to the work performed. Alternate accommodation will be determined and/or arranged by BIHA.
- A lien for the amount of home repair funds expended on the home shall be held for the benefit of BIHA. The amount covered by the lien shall be determined by the home evaluation and must be signed prior to start of work. Homes with an investment (by BIHA) of greater than \$10,000 but less than \$25,000 shall be secured by the lien for a period of not less than 5 years. Homes with an investment greater than \$25,000 shall be secured by a lien for not less than 10 years, during the first five years of the ten year lien requiring full repayment of funds on sale or transfer, the remaining five years shall be amortized in equal

amounts until forgiven.

- The home must be insured by the home owner before commencement of work if more than \$10,000 is expended by BIHA and name BIHA as a Beneficiary of the policy for the amount expended. Proof of such insurance must be provided prior to commencement of repairs. Renewal notices shall be provided annually until BIHA's interest in the property expires, or the property is sold or ownership is transferred, and the funds are recaptured.

*\*If applying for additional funding from another source, requirements may vary as to minimum standards achieved through the rehabilitation of the home. For instance, the Weatherization Program requires the unit be brought to Housing Quality Standards (HQS) as a minimum at completion of repairs.*

### III Walk-Away Policy

Some situations exist where uncooperative home owners, unsafe or unsanitary conditions, or the condition of the structure is such that service under the program is not practical. BIHA may, at its option, refuse service. If this option is exercised, BIHA will inform the home owner, in writing, why the service is being refused. If the home owner rectifies the reason(s) for refusal, the home owner may request the application to be reconsidered and the home returned to the waiting list. If the limited amount of money available to serve a home cannot begin to address the great needs of the home, then BIHA should turn down spending any money on the home. By contrast, if the home is in very good condition, no money should be spent on that home.

The walk-away policy gives BIHA the discretion to not serve homes or to limit service on homes in the following circumstances.

1. If a home is in very good condition, the service provider will:
  - a. provide a check to insure no unhealthy or unsafe conditions exist;
  - b. check the heating system for proper operation and efficiency;
  - c. justify all energy conservation work (cost effective measures only), and
  - d. make repairs where needed and justified.
2. If the home is in poor condition, BIHA may consider such condition in its determination of services. BIHA may check tax assessment notices and lot improvement assessments as part of the evaluation of the property.
3. If unsafe or unsanitary conditions exist that may be hazardous to a worker's health, service may be postponed until the unsafe or unsanitary condition is corrected.
4. If a home owner is uncooperative, abusive, or threatening toward BIHA personnel, BIHA may choose not to serve that home owner. If BIHA chooses not to provide services, a letter will be sent to the home owner outlining the reasons for denial of service.
5. If repair services could create potential problems or exacerbate existing problems, BIHA may defer repair services until the problems are solved.

## IV Application

BIHA shall obtain a written application for admission from each family that wishes to participate in the Tribal Citizen Home Repair program.

The application may be filled out by the applicant or by an interviewer. BIHA will collect the following information:

- The names, sex, date of birth and relationship of all persons living in the home.
- The applicants address and telephone number.
- Social Security numbers for all members of the household that are six years of age and older.
- Proof of tribal enrollment (see BIHA's Admissions & Occupancy Policy for details regarding Tribal, Alaska Native and American Indian preference).
- An estimate of the family's anticipated income for the next twelve months and the sources of that income (See application for required documentation).
- Tax returns for the last 3 years.
- The names of previous and current employers, banks and any other information BIHA would need to verify the applicant's income, assets, and deductions.
- Signatures of family members over the age of 18 on a consent form for the release of information.
- A recorded copy of the Deed of Trust and/or other proof of ownership for the property.

BIHA shall, where possible provide materials and or assistance in filing out the application for sight-impaired and hearing-impaired persons.

BIHA may take applications at more than one location as long as processing occurs at one place. BIHA may make special arrangements to take the applications of persons who are unable to get to the BIHA office, such as disabled or elderly persons.

BIHA may not charge the applicant for the costs incurred in the application process. In particular, BIHA shall not charge the applicant for processing the application.

## V Verifications

All statements made by the family on the application may affect the determination of eligibility. As a condition of a determination of eligibility for the Tribal Citizen Home Repair Program, BIHA shall require execution of a release and consent form which will authorize the verification of applicant information by any depository, private sources of income, and federal, state, or local agencies. A release and consent form must be signed by the family head and any other family member with income, assets, etc. to be verified. BIHA shall request an applicant to execute the form even in

cases where the person has not reported any income. All information shall be kept confidential by BIHA.

## VI Eligibility Determination

In order to be eligible, the applicant family must be low income (at or below 80% of the Area Median Income). See Addendum A

See the BIHA Admissions & Occupancy Policy for detailed information regarding eligibility requirements for NAHASDA programs.

To be eligible, families must be willing to sign a Tribal Citizen Home Repair program agreement, (See Addendum B) containing provisions required by BIHA relating to ownership, certification of income, sale/transfer of the home, use of the home, insurance requirements and maintenance of repairs done on the home under this program.

## VII Ineligibility

Families who have applied for assistance and who, for any reason, have been determined to be ineligible will be notified by BIHA in writing within 30 days of such determination. The notification shall state the reasons for their ineligibility. The family would then be entitled to an informal hearing in accordance with the provisions of BIHA's Grievance Policy. All information relative to the rejection of an applicant family shall be documented and placed in the applicant family's file for future reference. Applicants may be considered ineligible for not meeting the above criteria, or any of the following:

- Failing to repay previous debts owed to any housing authority or other HUD programs;
- Committing fraud in connection with any HUD program, or failing to disclose previously committed fraud in connection with any HUD program;
- Providing false information on the application;
- Refusing or failing to complete required forms or to supply requested information;
- Applicants listed or appearing on HUD's list of Suspensions, Debarment, and Limited Denials of Participation.

## VIII Priority List

BIHA shall maintain a priority list of eligible applicants. Eligibility will be determined in line with this policy and BIHA's Admissions & Occupancy Policy.

Eligible applicants. For each applicant found to be eligible for this program, BIHA shall establish a file containing at least the following material:

- Application

- Verification documents
- Copies of BIHA's Notification of Eligibility
- Correspondence and BIHA memoranda regarding the applicant
- Documentation of ownership of property
- Home evaluation/inspection information
- Work Plan
- Any other documents that may be required, especially when combining funds from other sources.

The priority list shall be updated at least annually. Each applicant shall be contacted to update the application, and BIHA will reaffirm the applicant's eligibility, interest, and need for repairs under this program. This may be done by mail or by a documented telephone call. Any statements received should become part of the applicant's file.

Repair work requested that is identified as a threat to health, life, or safety will be first priority. For accessibility and weatherization issues, applicants shall be dealt with according to date of application.

Emergencies will be considered on a case-by-case basis.

## IX Definition of Eligible Dwelling Unit

A "dwelling unit" means a house, cabin, or a stationary mobile home occupied by an eligible family as primary living quarters.

An eligible dwelling unit must:

- Be occupied by an income-eligible household unit,
- Be the primary residence of that household unit, and
- Meet the following definitions and restrictions for a dwelling unit.

Only the portion of a dwelling unit lived in year-round is eligible for Repair. An unoccupied portion of a dwelling unit cannot receive TCHR Program services.

## X Eligible Property

Eligible property is an owner occupied, single family home used as the family's primary residence at least nine months out of the year. The deed (proof of ownership) must show the applicant as owner of record and be free of liens or encumbrances.

The funds granted to an applicant may be utilized for, but not limited to, the following:

- Installation or repair of utility services (water, sewer, electric);
- Furnace, water heater and major appliance repair/replacement (does not include washer/dryer);
- Electrical system repair/upgrade;
- Roof, siding, and window repair/replacement;
- Construction of access ramps and modifications to the home to improve accessibility.

The funds made available under this program may not be used for the following:

- Construction of a new home;
- Moving a mobile home from one site to another;
- The repair of a home that is, even after repairs are made, still a hazard to health, life and safety;
- To make cosmetic improvements or changes solely for the convenience of the home owner that are not health, life or safety issues;
- Landscaping;
- Payment of any debt other than those incurred by BIHA during the repair project.

## XI Substantially Complete

“Substantially Complete” means a dwelling unit has all of the normal integral parts including a foundation, floors, walls, roof, windows, doors, and permanent heating system. If a local building permit agency exists, the dwelling unit is approved for occupancy.

A dwelling unit is not considered substantially complete if it is not considered habitable for local climates (e.g., an un-insulated building in Fairbanks).

A building that does not meet the above criteria may be considered for this program when it has served as a primary residence for a household for at least two winters/heating seasons.

## XII Ineligible Dwelling Unit

- A dwelling in which the household is not income eligible;
- A motorized vehicle;
- A hotel or motel room;
- A travel trailer, camper, or other highly mobile dwelling;



- A pleasure or fishing boat;
- A dwelling designated for acquisition or clearance by a Federal, State, or local program within 12 months from the date Repair of the dwelling unit would be scheduled to be completed;
- A dwelling that is not substantially complete;
- A portion of a dwelling not being lived in or not substantially complete;
- A portion being converted for an apartment or business use;
- Certain non-conforming dwellings;
- A dwelling that is not the primary residence of the applicant; and
- Dwellings actively being marketed for sale or rent, unless the new occupant is also eligible for the program

### **XIII Use of the Home**

The applicant family must agree to use the home as its principal residence for whatever period required by lien documents.

## ADDENDUM A

### Annual income limits per HUD FY 2020

	1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
100%	64,540	73,760	82,980	92,200	99,576	106,952	114,328	121,704
80%	51,632	59,008	66,384	73,760	79,661	85,562	91,462	97,363
50%	32,270	36,880	41,490	46,460	49,788	53,476	57,164	60,852
30%	19,362	22,128	24,894	27,660	29,873	32,086	34,928	36,511

**ADDENDUM B  
TRIBAL CITIZEN HOME REPAIR PROGRAM AGREEMENT**

Program Beneficiary(s): \_\_\_\_\_,  
 whose mailing address is: \_\_\_\_\_,  
 has met all eligibility requirements of the Tribal Citizen Home Repair Program (TCHR Program) and of the Native American Housing Assistance and Self Determination Act (NAHASDA) and has been selected to receive TCHR Program funds. The cost of needed repairs as identified by Baranof Island Housing Authority (BIHA) or its designee has been estimated at \$\_\_\_\_\_. Actual costs for the project will be determined following completion of work. The program beneficiary will be notified of the total cost of repairs.

Beneficiary agrees that the property known as: \_\_\_\_\_  
 \_\_\_\_\_

Shall remain affordable housing as required under NAHASDA for a period of five (5) years beginning the date of signature of this agreement. The amount of actual cost for the project shall be considered a grant, however, if the home is sold or ownership transferred for any reason prior to the end of the five year term, the full amount of assistance under this agreement shall be repaid. However, the home may be sold or transferred to another qualified, low-income family prior to the fifth year without repayment.

Beneficiary agrees to sign lien documents prepared by BIHA to be recorded with the state of Alaska securing BIHA's interest in the property, which shall be released five (5) years from the date of signature of this agreement.

Beneficiary agrees to obtain dwelling insurance sufficient to cover the amount of actual cost of repairs performed under the TCHR Program at a minimum. BIHA shall be a named beneficiary for the amount of actual cost of the repairs.

I/we, \_\_\_\_\_ have read and agree to the terms above.

Beneficiary	Date	Beneficiary	Date
State of Alaska        ) )ss. First Judicial District    )	On this the _____ day of _____, 20____, before me, the undersigned notary public, personally appeared:_____		

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
 Notary Public  
 My commission expires: \_\_\_\_\_