

**MUSCOGEE (CREEK) NATION  
PROGRAM ELIGIBILITY,  
ADMISSIONS, AND OCCUPANCY  
POLICY**

**INTRODUCTION**

The mission of the Muscogee (Creek) Nation Housing Division is to provide decent, safe, sanitary and affordable housing to Low Income Native Americans living within or wish to live within the boundaries of the Muscogee (Creek) Nation. Creek Preference will be used in compliance with the Nation's Indian Housing Plan.

This policy is designed to serve as:

1. A guide to use in determining eligibility, admission of applicants, selection criteria and occupancy standards.
2. A document to provide consistent, equitable, and uniform treatment of clients.
3. A basis for decision-making by staff.

This policy is applicable to all applicants, residents, renters, homebuyers, and other housing program participants. This Policy does not apply to Repair of Privately Owned Homes, Emergency Repair of Privately Owned Homes and Emergency Rental Assistance.

**PART ONE - ELIGIBILITY**

**I. ELIGIBILITY REQUIREMENTS**

A. The following criteria are used to determine eligibility:

1. An applicant must qualify as a family (includes a family with or without children, an elderly family, a near elderly family a disabled family and a single person). At least one family member must be of Indian descent.
2. An applicant must be 18 years of age.
3. An applicant must be low income living in or wish to live in the Creek Nation Jurisdictional Area;

4. A non low- income Indian family may receive housing assistance in accordance with CFR 24 1000.110
5. A non-Indian family may receive housing assistance if the non-Indian family's housing needs cannot be reasonably met without the assistance of the Muscogee (Creek) Nation and the presence of that family is deemed essential to the well being of Indian families.

6. Income Limitations

a. Maximum Income:

Applicant must qualify as a low income family, whose income does not exceed 80% of the national median income, as set by HUD. Income limits are adjusted for family size and updated on an annual basis.

Exception being if all conditions outlined in regulations 24 CFR part 1000. 106, 108, 110 and PIH 99-6 are met assistance may be provided to non-low income Indian families for Homeownership activities under section 202 (2) which may include in conjunction with loan guarantees under the section 184 program (24 CFR part 1005). Model activities under section 202 (6) of NAHASDA 3) Loan guarantee activities under title VI of NAHASDA

b. Minimum Income:

Applicant's annual income must be a minimum of \$5,000.00 which, after deductions should be sufficient to demonstrate the ability to satisfy obligations such as, utilities, maintenance and minimum payment of \$100.00 monthly. The Elderly, and disabled minimum payment shall be \$50.00 per month.

7. Use the home as principal residence during term of lease.

## II. APPLICATION REQUIREMENTS

**Applicant must sign all required forms. Providing false statements renders the applicant ineligible.**

A. Application/updates

The applicant will be required to provide all information requested on the application, necessary forms and certifications. All information and statements made by the applicant are subject to verification. The applicant must be willing to accept and attend credit counseling, (based on credit report information) to prepare them for homeownership.

1. Applications are accepted by the Admissions Department.

The application is the basic record of each family applying for admission to the Muscogee (Creek) Nation's Housing Division programs. Each applicant is required to provide information requested on the Admission form and sign the application and related forms. Each application shall reflect the date and time received. The application and all information relating to the family's eligibility shall be maintained in an active file that is not classified as ineligible or inactive.

2. If during the application interview it is determined that the applicant is definitely not eligible, the applicant will be informed and the application classified as ineligible. In such instances, sufficient information will be entered on the application form. If denied, a certified letter with return receipt will be mailed within **thirty (30) days** of date of denial.
3. All entries will be made in ink or typed in. Corrections or changes will be made by striking through the original entry and entering the correct information. Such changes are to be dated and initialed by the person recording the change, the reason and all changes noted in the record.
4. If the application has been submitted without the proper documentation, it is considered incomplete. A certified letter with return receipt will be mailed to the applicant allowing **thirty (30) days** to provide the necessary documents. If the applicant fails to complete the request within the time frame, the application will become inactive and the applicant will be required to reapply.
5. The applicant will be provided a receipt for his/her application.
6. A file shall be maintained for each family, and all relevant correspondence with the applicant shall be contained in the file. Files will be placed in one of three categories.
  - a. Eligible- Applicant has met initial eligibility requirements and has been placed on the waiting list for \_\_\_\_\_ program.
  - b. Ineligible- Applicant has not met initial eligibility requirements and has been determined to be ineligible for the \_\_\_\_\_ program.

c. Inactive- Applicants who have not updated their applications within **sixty (60) days** of notification to update will be removed from the waiting list and will have to re-apply to be placed back on the waiting list. These applicants will receive a new approval date.

7. Applicant will be notified of his responsibility for providing all necessary information, making corrections and updating the application on an annual basis. Failure to update an application for a period of sixty days is grounds for placing the application in an inactive file and removing the family from the waiting list after the Counselor has interviewed or made actual contact with applicant.
8. Former Homebuyers: Former Homebuyers, Mutual Help or Lease with Option to Purchase homebuyers that wish to be readmitted to the program must put their request, in writing, to the Deputy Director. The former homebuyer shall be given the opportunity to appear before a Hearing Panel to present any documentation or other evidence he/she would like to be considered by the Hearing Panel in determining action or decision of the administration.

The Hearing Panel shall consist of three members: 1) A Housing Authority Board Member , 2) A Social Services Representative 3) A non-supervisory employee of the Muscogee (Creek) Nation, all appointed by the Housing Division Deputy Director or his Designee. The Hearing Panel shall be charged with the duty of rendering the decision of readmitting the former homebuyer to the program. Each hearing panel shall be chosen three (3) days prior to the hearing.

If possible, a decision shall be rendered at the time of the hearing and a written summary of said decision shall be forwarded to the former homebuyer within three (3) business days thereof. Such decision shall provide a full explanation for the decision. Decisions of the Hearing Panel constitute the final determination of the Housing Division of the Creek Nation. There shall be no further administrative action taken, except that the Housing Division Director shall carry out any corrective measures identified by the decision and considered to be appropriate by the Hearing Panel.

### **III. VERIFICATION AND DOCUMENTATION:**

#### Estimating Income

Applicant's annual income will be determined by estimating anticipated total income from all sources received by household members.

Verification and Documentation of Application Information:

Information submitted by each applicant shall be verified to assure that the information is true and correct.

Complete and accurate verification records will be maintained.

- A. Applicant must provide a copy of **Muscogee (Creek) Nation Citizenship Card, CDIB or tribal membership card of a federally recognized Indian tribe.**
- B. Applicant must provide a copy of Social Security Cards for all **household** members.
- C. **Income verification** *The Census definition of Income shall be used.* **Income verification** for all member(s) (excluding children under the age of eighteen (18) years) of the household receiving monies in their names(s) or on behalf of another household member must be included with the total household income. The following documents may be required:
1. A copy of previous year's filed Federal Tax Return.
  2. A copy of unearned income such as Social Security, General Assistance, Retirement, Unemployment Benefits, Department of Human Services Assistance, Oil and Gas Royalty and any other sources.
  3. If a Federal Tax Return was not filed, the housing member(s) must submit an affidavit explaining why one was not filed.
  4. If household member(s) over the age of eighteen (18) years is not employed, a Statement of Earnings from the Oklahoma State Employment Office will be sufficient.
  5. Statements or Award Letters from agencies verifying current benefit amount or applicants with unearned income (SS, SSI, DHS, Veterans, etc.)
  6. Letters from employers and/or other pertinent sources giving information concerning all amounts of income.
  7. Certified statements from self-employed persons or persons whose earnings are irregular, setting forth gross receipts, itemized expenses and net income.

#### **IV. ELIGIBILITY DETERMINATION**

1. Initial application will be approved by the Admissions Manager with concurrence from the Deputy Director of Housing.
2. An applicant determined to be eligible shall be notified and placed on the requested program waiting list.
3. An applicant determined to be ineligible shall be notified by certified mail the reasons for ineligibility and advised of his/her right to appeal. The appeal must be requested within **30 calendar days** of the date of the notice. An appeal hearing to make a final determination shall be scheduled at the earliest convenience in accordance with the Muscogee (Creek) Nation's Housing Division Grievance Policy.

#### **V. WAITING LIST**

Waiting lists shall be maintained for all housing programs. These lists shall be for applicants who have been determined to be eligible. The eligible applicants will be placed on the appropriate waiting list by order of priority (see selection preferences). Within each priority group, the applicants will be placed in chronological order by county, with the oldest application being first and the most recent application last. If an applicant preferences in counties change, the applicant will be placed at the bottom of said new county.

#### **VI UPDATING WAITING LIST**

The waiting list shall be updated on a regular basis. Any applicant wishing to be removed for the list must submit a written request; otherwise, no eligible applicant may be removed from the waiting list except for failure to update in a timely manner.

## **PART TWO- ADMISSIONS**

### **I. Selection Procedure**

After approval of the application for a housing project, selection of as many homebuyers as there are homes available for occupancy will be made.

In accordance with 24 CFR 1000.120 the Muscogee (Creek) Nation will use tribal (Creek) citizen preference in providing housing assistance and shall select eligible applicants from the waiting list in accordance with the ranking priorities outlined below:

#### **A. Ranking Preference**

1. Preference will be given to the participants:

- A. Creek tribal Citizen
  - 1. Elderly, Large Families
  - 2. Family with disabilities
  - 3. Single
- B. Other Indian Tribal Citizens

#### **B. Screening of Applicants**

Prior to placement in a unit or receipt of services, a thorough screening process shall be conducted. The screening process may include a review of pertinent factors including the following:

- 1. Whether the applicant was previously evicted for non-payment or non-compliance with any Housing Division, TDHE, IHA, tribal or public housing authority, or any other housing entity policy.
- 2. Whether the applicant previously participated in a HUD assisted program and abandoned the dwelling unit.
- 3. The applicant's past performance and behavior, which may endanger or be detrimental to other residents.

4. The applicant's criminal record (including all household members), particularly drug related activities, physical violent crimes, or other criminal acts, which may endanger other residents. In order to determine the detrimental effect an applicant's conduct would likely have on the program or its residents, documentation is to include criminal background check, letters and reports of interviews or telephone conversations with reliable sources (including the applicant during a home visit), such as current and previous landlords, employers, court records, and police departments. These reports shall include the date, source of information, name and title of the person contacted and a summary of the information received. The information may include, but will not be limited to the following:

- a. Time, nature and extent of the applicant's habits and practices in regards to: Past performance in meeting financial obligations, especially rent; disturbance of neighbors, destruction of property, living or housekeeping habits, history of criminal activity involving crimes of physical violence to persons or property; and other acts which would adversely affect the health, safety or welfare of other residents.
- b. The reports may also include an evaluation of factors, which indicate a probability of favorable future conduct or financial prospects, such as: evidence of rehabilitation; evidence of willingness to participate in appropriate counseling service programs, and availability thereof; evidence of willingness to attempt to increase income and availability of training or employment programs in the locality.
- c. A time frame of five (5) years for non-violent crimes will be considered and determination made by the Admissions Manager with concurrence from the Deputy Director of Housing.

*Information may be requested from law enforcement agencies and the National Crime Information Center (CFR 24 Part 1000.150 and 152 and Section 208 of NAHASDA.)*

The recipient will keep all criminal conviction record information in files separate from all other housing records pursuant to 24 CFR 1000.154.

### **C. Determination of Suitability**

If the applicant is determined incompatible for admission after review of the screening process, a written notice of the determination and the grounds for the determination shall promptly be sent to the applicant. the notice shall advise the applicant of the right to appeal. The request for

appeal must be submitted within **30 calendar days** of the date of notice. An appeal hearing to make a final determination shall be scheduled at a suitable time of both parties.

**D. Notification of Selected Applicants:**

After an applicant family has been selected for admission, the Muscogee (Creek) Nation Housing Division shall notify, in writing, of their selection. The notification shall include the following.

1. A statement that the family has been documented as eligible for participation in the tribal program as applied for;
2. A statement that the family will be required to participate in a counseling/training session prior to occupancy;
3. A statement that homebuyer agreement/contract/lease will need to be executed if a family is willing and able to do so;
4. The address, location legal description, unit number, or type of services to be received (amount of assistance);
5. A statement that the family has **30** days in which to respond to the notice, either by accepting or rejecting the service/assistance/unit offered. Failure to respond shall be regarded as a rejection of the offer.

**II. Agreement – Lease with Option to Purchase to be signed by the Muscogee (Creek) Nation and the Participant**

**PART THREE OCCUPANCY**

**I. OCCUPANCY STANDARDS (for low rent only)**

In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule. The Muscogee (Creek) Nation *Housing Division* may make exceptions due to unusual circumstances. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc.

<b>Number of Bedrooms</b>	<b>Number of Persons</b>
1 BR	1-2
2 BR	1-3
3 BR	3-5
4 BR	6-9
5BR	9 plus

OCCUPANCY STANDARDS (Homeownership)

<b>Number of Bedrooms</b>	<b>Number of Persons</b>
3	1-5
4	6-8
5	9 +

**II. SECTION : LEASE WITH OPTION TO PURCHASE AGREEMENT**

A In the case of new construction, a Lease with Option to Purchase Agreement is to be executed jointly by the Housing Division and each applicant in that project, **before execution of the construction contract for that project.** In the case of subsequent Homebuyers or successors, the Mutual Help and Lease with Option to Purchase Agreement must be executed prior to occupancy of the home.

Execution of Lease with Option to Purchase Agreement

1. A Lease with Option to Purchase Agreement shall be executed in duplicate original.

2. The Lease with Option to Purchase Agreement shall be executed by the Muscogee (Creek) Nation Housing Division representative.
3. The homebuyer shall receive one of the original Lease with Option to Purchase Agreement and the other shall be retained in the Housing Division's homebuyer file.

**Purchase of Home:** The purchase of a Lease with Option to Purchase home shall be in accordance with the provisions contained in the Lease With Option to Purchase agreement.

**Termination of Lease with Option to Purchase Agreement:** Termination of the Lease with Option to Purchase Agreement shall be in accordance with the provisions contained in the Lease with Option to Purchase Agreement.

**Homebuyer Payment**

Each homebuyer shall be required to make a monthly payment of 15% of their adjusted monthly income. Not to exceed 30% of their Adjusted Income

Less utility allowance rates established as follows;

3 Bedrooms	\$120.00
4 Bedrooms	\$135.00
5 Bedrooms	\$144.00

In no case, shall allowances reduce the payment to less than \$100.00 per month. The minimum for the elderly and disabled shall be \$50.00 per month.

**III. GUIDELINES AND RULES FOR OCCUPANTS**

**A. Principal residency requirement**

As a condition of occupancy, homebuyers/residents are required to use the home as a principal residence.

**B. Determination of abandoned unit**

A home which has been unoccupied for a period of **sixty (60) days** or more may be determined to be abandoned and in breach of the homebuyer agreement/lease.

**C. Business Use of Home**

The homeowner may request permission, in writing, to operate a small business if the business will not disrupt the basic residential nature of the home and the business will not require permanent structural changes to the unit.

**D. Structural Modifications**

1. Approvable alterations and additions
2. Resident expense

3. No liens

No liens may be placed on the unit/home in connection with structural modification. The property shall remain unencumbered until conveyed to the homebuyer.

4. Construction/building code requirements
5. MEPA/equity use- Mutual Help

**E. Damage to property**

Repairs necessary from incidents caused by the Homebuyer/Resident or his guest shall be the responsibility of the Homebuyer.

**F. Public Disturbance**

Repeated threatening & public disturbances, may cause termination of agreement.

**G. Responsibility to provide utilities**

It is the responsibility of the homebuyer/resident to provide all utilities for the unit including deposits.

**H. Payments/Rent- All homebuyer/rent payments are due by the 5th of the month without billing/prior notice, in accordance with the collection policy.**

**I. Maintenance/Appearance of the home and property (for homeownership) The homebuyer/resident shall provide all maintenance and basic upkeep of the home, keeping it in an acceptable condition and free from trash, clutter, and debris (including abandoned or junk cars). The Housing Division representative shall monitor the condition of the unit through periodic inspections and drive-bys. A car must have a valid license plate or it will be considered a junk car and the homebuyer/resident will be required to remove it from the property.**

**J. Pet/Animal Control**

The homebuyer/resident shall remain in compliance with the local animal control policy/ordinance.

**K. Requirement to list Occupants**

The homebuyer/resident is required to list all occupants of the unit/home on the family's admission form/record/application for continued occupancy. Any visitors who remain for an extended period **thirty (30) days** are subject to inclusion on the family's official record.

**L. Homebuyer/Resident responsibility for children and guests**

The homebuyer/resident (head or spouse) is responsible for all actions of the residents, guests, and children of the home and may be held accountable for such actions.

**M. Inspections**

The homebuyer/resident shall permit the Housing Division to periodically inspect the unit/home and grounds.

**N. Counseling the homebuyer/resident is required to attend all mandatory counseling sessions scheduled by the Housing Division. The homebuyer/resident may be required to attend individual counseling sessions as a condition of continued occupancy.**

**O. Prohibition of illegal drug activities any conviction (including "no contest" pleas) for a drug related criminal activity shall be grounds for immediate termination in accordance with the homebuyer agreement/lease.**

**P. Insurance**

The Housing Division shall provide required insurance on the unit structure including fire and extended coverage. The homebuyer/resident will have to secure their own insurance for personal property/contents. It is the homebuyer's/resident's responsibility to report all damages to the unit so claims can be processed in a timely manner.

**Q. Re-certification requirements**

The homebuyer/resident is required to update relevant information Regarding income, family composition, payment, rent calculations etc. on an annual basis. Elderly shall be re-certified every two years.

**R. Prohibition of subleasing**

The homebuyer/resident shall not take in boarders or sublet the unit without prior approval.

**S. Security deposit (rental only)**

The resident is required to pay a security deposit in ~~the~~ which shall be refundable at the time of move-out, provided that all conditions, obligations and requirements of the Housing Division and lease agreement have been satisfied.

**T. Other responsibilities/obligations under homebuyer agreement/lease**

The homebuyer/resident is responsible for complying with all other responsibilities/obligations stated in the homebuyer agreement/lease.

**U. Reassignment**

**The homebuyer may reassign their Lease with Option to Purchase home if it is constructed on donated land or if the home has been occupied for five (5) years or more. The homeowner must not be delinquent and the assigned family must meet eligibility requirements.**

**IV. LEASING, SUB-LEASING, Lease Purchase Requirements and Rules of Occupancy**

**A. Execution of agreement**

Prior to occupancy of a unit, the homebuyer shall execute a lease/homebuyer agreement/contract with the Housing Division. This agreement is a legal document which describes rights, duties obligations and responsibilities and shall be executed promptly after final selection of the applicant. The agreement shall be executed in duplicate original with both parties receiving an original document. The head of household and spouse (if applicable) and the Muscogee (Creek) Nation Housing Division representative will sign the documents.

**1. Changes, modifications and amendments**

If the homebuyer/resident (head or spouse), or unit (due to transfer) changes, a new agreement shall be executed.

**2. Termination of agreement by the homebuyer/resident**

The homebuyer/resident may terminate the agreement provided that a **thirty (30) day** written notice is given to the Housing Division representative and the procedures for termination contained in the agreement are followed.

**3. Termination of agreement by the Muscogee (Creek) Nation**

The Housing Division may terminate the agreement in accordance with the provisions contained in the agreement. A failure to comply with any of the requirements, obligations or duties outlined in the agreement shall be grounds for termination. The Housing Division shall issue a notice of breach to the resident/homebuyer promptly after the breach, notify the resident/homebuyer of grievance procedures, and state the action required by the Housing Division to amend the breach. If the breach is not amended to the satisfaction of the Housing Division, a notice of termination shall be issued. The notice shall be in accordance with the terms and conditions of the agreement.

**B. SUBLEASE POLICY (homeownership only)**

1. Approval of sublease required. The Housing Division representative may approve the sublease of a home/unit under certain circumstances. The request to sublease must be in writing and state the reason for the request and the length of the sublease. In order to sublease, the homebuyer/resident must be in full compliance with the homebuyer agreement.
2. Allowable justification/reasons for sublease the Housing Division may approve a sublease for the following reasons: employment, higher education, medical treatment or illness, military duty.
3. Duration of the sublease  
The Housing Division may approve a sublease for a period of up to six (6) months, an additional six (6) months may be granted. A sublease over 12 months will need approval of the Housing Deputy Director.
4. Approval of sublease  
The Housing Division may approve/disapprove any sublease based on requirements outlined in the Admissions and Occupancy Policy.
5. Form of sublease  
The sublease form shall be provided by the Housing Division and executed in triplicate original with the Housing Division representative, homebuyer, and sub lessee each receiving an original document.
6. Sublease payment

The homebuyer payment will continue to be calculated based on the homebuyer's adjusted income or continue to be the same amount charged to the homebuyer (for flat payments).

7. Homebuyer's obligation  
The Housing Division's approval of a sublease temporarily waives the homebuyer's obligation to reside in the home and use it as a principal residence for a specified period. Subleasing does not waive or otherwise exempt the homebuyer from any other requirements or obligations of this policy or the homebuyer agreement.
8. Termination of sublease- while the Housing Division is not a party to the sublease, the Housing Division does have a right to terminate the homebuyer agreement if the homebuyer does not comply with the terms and conditions of the agreement or Housing Division policy requirements. The termination shall be in accordance with the homebuyer agreement and policy.

C. **CERTIFICATION PROCESS**

1. **Annual reexamination**

a. **Scheduling**

Homebuyers/residents are required to recertify on an annual basis. The date for re-certification will be the anniversary of the family's move-in date (initial occupancy). Re-certification includes verifying information needed to determine homebuyer payment/rent payments and other vital information concerning the family's composition and records. The homebuyer/resident will be notified of the need to re-certify and set a date/time for the re-certification.

b. **Adjustments**

After the annual re-certification process is complete, an adjustment in payment/rent amount will be made effective the month immediately following the re-certification. Rent/payment adjustments will be made retroactively only if the Housing Division determines that the re-certification was delayed by the Housing Division.

c. **Interim re-examination**

The homebuyer/resident may voluntarily request a re-examination re-certification if he/she feels that circumstances have occurred which would affect the monthly required payment/rent.

**d. Other required information**

The homebuyer /resident may be required to submit additional information at re-certification, if the Housing Division deems it necessary to complete the family's records or to assist in determining income and payments/rent. Information which may be required includes but is not limited to social security cards (numbers) for new family members/occupants, divorce decrees.

**e. Adjustment of utility allowances**

Notice of adjustment

If it is determined that an adjustment in the utility allowances is to be made, the affected homebuyers/residents shall be given written notice ,by certified mail with return receipt request, of the adjustment not less than **thirty (30)days** prior to the effective date of the adjustment.

**f. Effective date of change**

Every effort will be made to make the effective date of the adjustment the first day of the month. In the event that the effective date of the adjustment is not the first day of the month, the effective date of change with respect to rent/payments will be the first day of the month immediately following the effective date of the adjustment. If the effective date of adjustment is the first day of the month, then the effective date of change for rent/payment calculations will be the same day.

**g. Adjustments due to errors**

If an error in calculating a homebuyer's/resident's payment/rent which was subsequently discovered by either party, a retroactive adjustment shall be made to the effective date of change (improper adjustment). Errors which are caused by the homebuyer/resident may also be made retroactive if the errors were committed willfully, in an effort to receive a reduced payment/rent.

**h. Procedure for re-examination**

1. Submission of application for continued occupancy  
At the time of the required re-certification, the homebuyer/resident shall be required to submit an application for continued occupancy,
2. Notice of changes  
Within **thirty (30) days** of the completed re-certification process, the homebuyer/resident shall be informed in writing of any changes in the required monthly payment/rent and the effective date of these changes.

**i. Failure to comply or properly report information required.**

If a homebuyer/resident fails to provide information or provides false information for a required re-certification, it is considered a breach of the homebuyer agreement/lease and is grounds for termination of the agreement. Providing false information to or withholding information may be considered fraud, which is a crime punishable under the law. If a homebuyer/resident fails to respond to the letter requesting re-certification information, a written notice, by certified mail with return receipt request, will be mailed with a deadline for submission of information. If the homebuyer/resident fails to meet the deadline, they shall be notified of the breach of the agreement and proceed with eviction procedures outlined in the agreement and the Muscogee (Creek) Nation's Housing Division collection and eviction policy.

**j. Suspension of payments**

Required monthly payments/rent for a specified period of time due to unusual circumstances, such as substantial rehabilitation/repair work being performed on the unit/house. The homebuyer/resident may request the suspension of payments/rent and the Housing Manager may approve. If approved the homebuyer/resident shall be notified in writing of the determination.

**D. HOME INSPECTIONS**

**1. Initial inspection**

- a. Participants

At the time of initial occupancy, a move-in inspection shall be conducted with the Housing Division's inspector (representative) and the homebuyer/resident. The homebuyer/resident shall be permitted to have a representative of their choice present at the initial inspection to assist them.

- b. **Counseling opportunity**  
The Housing Division shall provide the homebuyer/resident with counseling or homebuyer/resident training sessions which cover the obligations of the resident and proper homecare procedures. Attendance at counseling sessions is required prior to occupancy.
- c. **Documentation of conditions**  
At the conclusion of the initial inspection, the homebuyer/resident shall sign an inspection report detailing any deficiencies in the unit/home. The Housing Division shall notify the contractor of these deficiencies for correction within a reasonable amount of time.
- d. **Warranties**  
At the time of move-in, the homebuyer/resident shall be provided with a list/packet of the applicable warranties for that particular unit/home.

## 2. **Annual Inspection**

- a. **Notification**  
The homebuyer/resident shall be provided with written Notification, by certified mail with return receipt request, of the scheduled inspection at least **ten (10) days prior** to the date of the inspection. The notice shall state that the annual inspection is a requirement of the homebuyer/lease agreement and give the date and time of the inspection.
- b. **Inspection procedure**  
A thorough inspection of the interior, exterior, and adjacent grounds of the unit/home. The homebuyer/resident shall sign the inspection report, which contains the results of the inspection and given a copy of the inspection report.
- c. **Deficiencies**  
**If the inspection reveals any deficiencies in the condition of the unit/home, the homebuyer/resident shall be given thirty (30) days to correct the deficiencies, at which time a follow-up**

**inspection shall be scheduled.**

- d. Follow-up inspection  
The Housing Division shall conduct a follow-up inspection to determine if the deficiencies have been corrected. The homebuyer/resident shall be notified, by certified mail with return receipt request, and given the opportunity to be present at the inspection. If the homebuyer/resident has not corrected the deficiencies, the homebuyer agreement/lease may be terminated in accordance with the terms of the agreement, or the Housing Division shall perform the necessary work and charge the homebuyer/resident's account.

**3. Move Out Inspections**

Upon termination of the homebuyer agreement/lease, a move-out inspection will be conducted. The homebuyer/resident or representative shall be present at the inspection. An Inspection Report shall be prepared and shall be signed by the homebuyer/resident. The report shall include an account of any deficiencies noted, a written estimate of the amount (dollar value) of work required, and a statement which gives the homebuyer/resident **thirty (30)** days to correct the deficiencies. If the deficiencies are not corrected by the deadline, the Housing Division representative shall correct the deficient items and charge the homebuyers/resident's account (equity or deposit) for the work. If the amount of the work exceeds the homebuyer's/resident's available balance, the homebuyer/resident shall be billed for the amount outstanding.

**F. CONVEYANCE OF DWELLING UNITS**

A home shall be eligible for conveyance when the homebuyer has met all of the obligations of the homebuyer agreement including but not limited to purchase price paid in full, payment of settlement and closing costs, attorney's fees, payment of first year's insurance coverage and taxes (if applicable).

**1. Opportunity to purchase**

Participants in the \_\_\_\_\_ program will be given the opportunity to purchase their home in accordance with the homebuyer agreement and when all necessary obligations under the agreement have been satisfied.

**2. Determination of purchase price**

- a. Initial purchase price

The Housing Division representative shall determine the initial purchase price prior to execution of the homebuyer agreement. **Thirty days (30) days** after move-in the homebuyer shall be issued a purchase price/amortization schedule. The homebuyer shall also receive periodic statements detailing the payments made; balance owed, equity, and payoff.

- b. **Subsequent purchase price**  
The Housing Division shall establish the purchase price for subsequent homebuyers prior to move-in. For subsequent homebuyers who are successors, the remaining balance owed on the home will be the purchase price. Subsequent homebuyers shall be issued a purchase price/amortization schedule and period statements of account.

### **3. Conveyance Procedure**

When the balance owed on the home equals \$1,000.00 or less, the written notification shall be provided of the anticipated payoff. The notification, by certified mail with return receipt request, shall provide a statement of the balance owed, the approximate date of payoff, and an estimate of all required charges, fees, and costs. The Housing Division representative shall prepare all of the necessary documents and perform all required transactions to enable the home to be conveyed. Once the homebuyer has paid off the balance of the home and other necessary settlement costs, notification shall be made to the homebuyer of the closing date. At the closing, the Housing Division shall provide all of the necessary documents to complete the transaction. The homebuyer and Housing Division shall execute all of the required documents and legal instruments. The homebuyer shall receive a copy of the settlement statement detailing all charges and a copy of the warranty deed (or other instrument conveying the home, e.g., lease agreement).

### **4. Successorship (for homeownership, lease-purchase only)**

#### **a. Manner of Designation**

Each homebuyer shall designate a successor at the time of agreement is executed. The designation may be changed at any time, provided that such changes are made in writing.

#### **b. Events authorizing Successorship**

In the event of death, physical or mental incapacity, the person designated as successor shall succeed to the rights and

responsibilities of the homebuyer, provided that all eligibility and program requirements are met.

**c. Situations where Successorship will not be recognized**

The designated successor shall not succeed if the homebuyer agreement is terminated for any reason other than death, physical or mental incapacity. A family may transfer a unit to another person, subject to tribal approval.

**d. Eligibility of Successor**

The designated successor must meet all eligibility and selection requirements at the time the new homebuyer agreement is executed. The unit must be a principal residence of and/or first time assistance only.

**e. Ineligible Successors**

In the event that the successor is not eligible or otherwise qualified to succeed the original homebuyer, the Housing Division may allow the successor to purchase the unit for an amount established by fair market.

**f. Housing Division Designation of Successor**

If the designated successor is not eligible or does not meet admission standards, the Housing Division shall designate a successor or place the next eligible family from the waiting list.

**g. Succession to rights and Obligations**

The designated successor shall assume all rights and obligations of the former homebuyer, including all outstanding amounts owed and any amounts in the equity account.

**h. Minor children occupying home; guardianship agreement**

After the occurrence of death, physical or mental incapacity, if there is no qualified and eligible successor, the Housing Division or tribal representative may approve an adult who has been appointed legal guardian of the children as an occupant of the home. The guardian shall be responsible for performing the duties and obligations of the homebuyer agreement on behalf of the children. This arrangement will remain intact until the oldest child reaches the age of **eighteen (18) years**, at which time that person

may become the head of household, if qualified. If at any time prior to the oldest child reaching the age of **eighteen (18) years**, the guardian is no longer willing and able to perform the obligations and duties of the agreement, and another guardian is appointed, possession of the home shall revert back to the Muscogee (Creek) Nation.

**i. Trust, restricted, or special consideration of the land status**

In case of trust, restricted, or special land considerations, the Muscogee (Creek) Nation Housing Division shall review applicable statutes and requirements prior to approving a successor or designating a subsequent homebuyer. The homebuyer agreement may be modified to accommodate any special considerations.

**j. Equity, MEPA and purchase price schedule (Mutual Help)**

There will be no interruption or change in the amortization schedule due to succession of the home. All rights and obligations, including equity accounts, shall be transferred to the subsequent homebuyer.

**V. REQUIREMENTS FOR TRANSFER to another unit**

**1. Requirements for transfer**

Any family/person(s) requesting a transfer to another project, program, or unit must do so in writing. All transfers are subject to availability of units. Transfers may be for the following: size of unit not compatible, change in income level, employment or education.

**2. Families must be current on their house payments/rents in order to request transfer.**

**3. Maintenance and Repairs. All necessary repairs and rehabilitation of the unit shall be charged to the current homebuyer prior to move out.**

**4. Purchase Price Schedule. All rights, obligations and equity shall be transferred to the new home/unit. The purchase price shall be the remaining balance owed on the home.**

5. **Transfer of unit to other parties** (homeownership only) A homebuyer may transfer all rights, benefits, duties, and obligations of a homebuyer agreement to another person(s) **in certain circumstances**. The request shall be made in writing and all applicable requirements for transfer and admission must be satisfied by both parties before approval will be granted.

Participant shall have lived in the home for at least **eight (8) years**.

**VI. TRANSFER OF TITLE**

Once the transaction is completed, the Housing Division shall file and record all of the necessary legal instruments. The original (recorded copy) deed or other legal instrument shall be mailed, certified mail with return receipt request, to the homebuyer within 30 days of closing.

Disposition of proceeds/settlement of account  
Any remaining balance due to the homebuyer after closing shall be mailed by certified mail with return receipt request, to the homeowner within **thirty (30) days** of closing.

Conveyance of homes on leased or restricted land  
The conveyance of homes with special land status considerations will proceed as outlined earlier in this section part IV , 4 i.

Post-conveyance modernization or other housing assistance  
Unless stated elsewhere in Housing Divisions policy or program guidelines, conveyed units/homes will be eligible for housing assistance in accordance with the guidelines and requirements governing the program requested.

Approved	A. D. Ellis, Principal Chief, Muscogee (Creek) Nation <span style="float: right;">Date</span>