



CHECKLIST FOR URBAN RENTAL ASSISTANCE PROGRAM FY2027

(October 1, 2026 – September 30, 2027)



Applicant's Name: _____ Date: _____

A check list for your convenience; please have all ID's & Income Statements copied and sign all Forms when handing in your URAP application. *The Policy for this Program is attached, please remove from application and keep for your use.*

- Understanding of Funding Agreement – **Applicant Only**
- Conflict of Interest Acknowledgment Form – **Applicant Only**
- URAP Application completed and signed.
- Sign Release of Authorization/Consent Form- **all members 18 yrs. and older**
- Background Check - **Applicant Only**
- AZ Driver's License, State or Tribal ID for **all members 18 years and older.**
- Social Security Cards for **all members** (Statements from Social Security will NOT be accepted)
- Birth Certificates for **all members 17 years and younger.**
- Proof of Guardianship, Power of Attorney and/or legal documents establishing custody arrangements for children placed in the Applicants home.
- Income Verification-most recent employment check stub, DES, Public Assistance (AFDC, GA, etc.), SSI, Retirement, Survivors Benefits, Per Capita payments, unemployment compensation and/or unemployment form, not more than 30 days old. (**The Follow are not considered income: Food Stamps, Child Support and Education Assistance**)
All verification forms MUST BE SIGNED BY ALL HOUSE HOLD MEMBERS OVER 18 YEARS OF AGE.
- Household member 18 years or older & are unemployed, must sign an unemployment form
- Completed and signed URAP Contract
- Copy of Applicant's Current lease agreement, (per policy month-to-month, as well as co-signed lease agreements are ineligible).
- ACH Payments are available form must be filled out by Landlord.
- W-9 form must be filled out by Landlord (use **ONLY** the form attached W-9 rev. 3/24)

Please make additional COPIES of forms as needed.

ONLY COMPLETE APPLICATION PACKETS WILL BE ACCEPTED

If ALL forms are not signed by all 18 yrs. or older this will be considered an INCOMPLETE APPLICATION and will be unacceptable.

For questions or for more information please contact Jeanette Manuel, Program Administrator at (520) 562-3904, ext. 3103 or via email at Jeanette.Manuel.DCH@gric.nsn.us



GILA RIVER INDIAN COMMUNITY

DEPARTMENT OF COMMUNITY HOUSING

CONFLICT OF INTEREST ACKNOWLEDGEMENT



Name: _____

Date: _____

Name of Program Applying for: **Low Rent** or **Urban Rental Assistance**

I am applying for the Department of Community Housing Program noted above and I am disclosing that:

- A. I am a **DCH employee, Housing Advisory Committee member, or Tribal Council, or GRIC Executive.**
- B. I am an immediate family member to **DCH, HAC, Tribal Council, or GRIC**
- C. I am a business partner, of **DCH employee, or HAC, Tribal Council, or GRIC Executive**
- D. I am neither to all of the above.

If you are a family member of a **DCH, HAC, Tribal Council, or GRIC Executive** member, please state their name, and your relationship to them.

Name	Relationship

I understand that the public disclosure of my selection will be made and that a copy of the disclosure shall be submitted to the Housing and Urban Development if necessary.

I have been notified of my opportunity to receive a copy of the Conflict of Interest Policy or to receive additional information from DCH.

I understand that my disclosure does not disqualify me or determine my application ineligible.

Applicant Signature

Date _____

Other Adult

Date _____

Other Adult

Date _____



GILA RIVER INDIAN COMMUNITY
Department of Community Housing
Urban Rental Assistance Program



Understanding of Funding Process

I, _____, understand that I am applying for Urban Rental Assistance from the Gila River Indian Community (GRIC) Department of Community Housing (DCH).

I understand that funding is for the FY27 (October 2026 to September 2027) fiscal year. **Payments will not start until after October and I am responsible to pay my rent in full until I receive written notification by DCH that funding has begun.** I also understand that DCH will not be responsible for any late fees incurred due to failure of not paying my rent.

In the case of a denial status for assistance, DCH will send a written notification via certified mail and I will have five (5) days to appeal the decision.

I also understand that if I have any questions I may call DCH for further explanation.

Applicant Signature

Date

URAP Representative

Date



GILA RIVER INDIAN COMMUNITY
 DEPARTMENT OF COMMUNITY HOUSING
 APPLICATION FOR URBAN RENTAL ASSISTANCE PROGRAM



Complete the form below and DO NOT leave any areas blank. If the section does not apply to you, indicate "N/A". Failure to complete this form may result in the denial of your application. Please print legibly.

Section I – Head of Household Information

Applicant Name: _____ Date: _____

Physical Address: _____ Mailing Address: _____

of Bedroom _____ County Residing _____

Phone # : _____ District : _____

E-mail address: _____

Section II – Household Composition

HH Mbr.	Last Name	First Name & MI	Relationship	GRIC Y/N	DOB	Age	SSN
1			HOH				
2							
3							
4							
5							
6							
7							
8							

Section III – Gross Annual Income

HH mbr. # from above.	Name of Business	Business Address	Employment or Wages	Social Security/Pensions	Public Assistance	Other Income
Totals			\$	\$	\$	\$

Total Annual Income \$ _____



GILA RIVER INDIAN COMMUNITY
 DEPARTMENT OF COMMUNITY HOUSING
 APPLICATION FOR URBAN RENTAL ASSISTANCE PROGRAM



Have you ever lived in any subsidized housing program before? Yes _____ No _____

If so, please indicate when and where: _____

Do you have an application with District Housing Development or DCH to move into the Community?
 Yes _____ No _____

In the last five (5) years, have you gone by any other name? Yes _____ No _____

If you checked yes, please list: _____

Are you or any member of your household a registered sex offender? Yes _____ No _____

Do you or any member of your household have any criminal records, including drug arrests, violent crimes, etc.? Yes _____ No _____

Provide previous landlord (DO NOT list relatives)

_____ Address: _____
 Landlord Name _____

Section IV - Disabled / Handicapped / Veteran Status

Must provide proof of disability, handicap and/or Veteran status.

- A. Member(s) Disabled: _____
- B. Member (s) Handicapped: _____
- C. Member(2) in Military Service: _____

Section V – Rent Information

Landlord/Complex Name: _____

Address: _____ Phone Number: _____
 _____ Fax Number : _____

E-mail address: _____

Current rent amount: _____ Lease term, begins on: _____ Ends on: _____

Billing Address (if different from landlord address):

Company Name: _____

Address: _____

■ A copy of the current lease agreement will be required with the application ■

Section VI – Household Certification & Signature

I understand that this application is not a contract and does not bind either party. The abovementioned information is true and accurate to the best of my knowledge and belief. I have no objectives to inquiries being made for the purpose of verifying the statements herein. The undersigned further understands that providing false representations herein constitutes an act of fraud. False misleading or incomplete information shall result in the termination of assistance.

_____ Print Name:

_____ Signature

_____ Date



GRIC - DEPARTMENT OF COMMUNITY HOUSING

P.O. Box 528, 136 South Main Street
Sacaton, Arizona 85147-0528
Phone: (520) 562-3904 Fax (520) 562-3927



APPLICANT/RESIDENT CERTIFICATION

I/We certify that the information given to the D.O.C.H. on household composition, income, net family, assets, citizenship status, allowances and deductions or any other information submitted is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal Law. I/We also understand that false statements or information are grounds for termination of housing assistance and termination of tenancy.

SIGNATURE OF HEAD OF HOUSEHOLD

DATE

SIGNATURE OF SPOUSE

DATE

If you believe you have been discriminated against, you may call the Fair Housing and Equal Opportunity National Toll-Free Hot Line at 800-424-8590. (Within Washington, D.C. Metropolitan area, call 426-3500).

*After verification by this Housing Agency, the information will be submitted to the Department of Housing and Urban Development on Form HUD-50058 (Resident Data Summary), a computer-generated facsimile of the form or on a magnetic tape.

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the U.S. as to any matter within its jurisdiction.



GRIC - DEPARTMENT OF COMMUNITY HOUSING

P.O. Box 528, 136 South Main Street
Sacaton, Arizona 85147-0528
Phone: (520) 562-3904 Fax (520) 562-3927



CONSENT: I authorize and direct any Federal, State, or local agency, organization, business, or individual to release to **GRIC- DEPARTMENT OF COMMUNITY HOUSING** any information or materials needed to complete and verify my application for participation, and/or to maintain my continued assistance under the Section 8, Rental Rehabilitation, Low-Income Public and Indian Housing, and/or other housing assistance programs. I understand and agree that this authorization or the information obtained with its use may be given to and used by the Department of Housing and Urban Development (HUD) in administering and enforcing program rules and policies.

INFORMATION COVERED: I understand that, depending on program policies and requirements, previous or current information regarding me or my household may be needed. Verifications and inquiries that may be requested include but are not limited to:

Identity & Marital Status; Employment, Income, and Assets; Residences and Rental Activity; Medical or Child Care Allowances and Credit and Criminal Activity

I understand that this authorization cannot be used to obtain any information about me that is **not** relevant to my eligibility for and continued participation in a housing assistance program.

GROUPS OR INDIVIDUALS THAT MAY BE ASKED: to release the above information (depending on program requirements) include, but are not limited to:

- Previous Landlords
- Past and Present Employers
- Veterans Administration
- Public Housing Agencies
- Welfare Agencies
- Retirement Systems
- Courts and Post Offices
- State Unemployment Agencies
- Banks and other Financial Institutions
- Schools and Colleges
- Social Security Administration
- Credit providers and Credit Bureaus
- Law Enforcement Agencies
- Medical and Child Care Providers
- Utility Companies
- Support and Alimony Providers

CONDITIONS: I agree that a photocopy of this authorization may be used for the purposes stated above. This authorization will stay in affect for a year and one month from the date signed.

PRIVACY ACT NOTICE

Authority: The GRIC Department of Community Housing (DCH) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older.

Purpose: Your information is being collected by the GRIC Department of Community Housing (DCH) to determine your eligibility and to adequately determine the number of bedrooms needed based on your household composition and size.

Other Uses: To protect the Tribal Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information **will not** be otherwise disclosed or released outside of the Department of Community Housing (DCH), except as permitted or required by law.

Penalty: Applicants must provide **all** of the information requested by the Department of Community Housing (DCH), including all Social Security Numbers for you and all household members (ages six years and older). Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL INFORMATION SUPPLIED IS ACCURATE AND COMPLETE ON MY PREVIOUS RESIDENCY AND CURRENT HOUSEHOLD COMPOSITION.		
Signature – Head of Household	Printed Name	Date
Signature – Co-Head	Printed Name	Date
Signature – Other Adult	Printed Name	Date
Signature – Other Adult	Printed Name	Date
Signature – Other Adult	Printed Name	Date
Signature – Other Adult	Printed Name	Date

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the U.S. as to any matter within its jurisdiction.



GILA RIVER INDIAN COMMUNITY

Department of Community Housing

BACKGROUND CHECK



The Gila River Department of Community Housing will conduct a criminal background check on Head of household listed on the application.

1. Have you ever lived in any subsidized housing program before? Yes ___ No ___
If you answered yes, please indicate where and when: _____
2. Most recent Landlord [do not list relatives] Name: _____
Address: _____

Phone #: _____
3. Please list past three years of residency:
1) _____
2) _____
3) _____
4. Have you or any member of your household ever been evicted? Yes _____ No _____
Where? _____
Please Explain Why: _____
5. Have any prior judgments? Yes _____ No _____
6. Or been a part of a household that has been evicted? Yes _____ No _____
If you answered yes under questions 5 & 6 please Explain:

7. In the last five years, have you used any other name? Yes _____ No _____
Please indicate: _____
8. Are you or any member of your household a registered sex offender? Yes _____ No _____
9. Do you or any member of your household have any criminal records? [Including any drug arrests or violent crimes]? Probation? Case pending in court? Yes _____ No _____
Please indicate: _____

Applicant Name [print]

Date

Signature

D.O.B:

S.S.N:

FOR OFFICE USE ONLY: _____ Background Approved _____ Background Failed

Interviewed by: _____
Name

Title: _____

Date: _____



GILA RIVER INDIAN COMMUNITY

Department of Community Housing

Urban Rental Assistance Program - Verification of Income



CURRENT EMPLOYER:

NAME: _____

ADDRESS: _____

EMPLOYERS NUMBER / EMAIL:

The individual named above is an applicant for housing assistance that is subsidized through the U.S. Department of Housing and Urban Development. The person identified above has informed us that he/she has within the past 12 months been employed by your firm. Federal regulations require that in order for the household to be eligible, we must verify the household's income, expenses and other information using third party written verifications. The information you provide will be used only for the purpose of determining the household's eligibility for the program and will be held in strict confidence. **We are required to complete our verification process in a short time period and would appreciate your prompt response to this request for information.**

Consent to Release Information

Department of Community Housing

Applicant Signature _____ Date _____
S.S # _____

URAP Representative _____ Date _____

Head of Household Applicant Name: _____

(DO NOT WRITE BELOW THIS LINE)

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Date Hired: _____ Occupation/Position: _____

CURRENT

Pay Rate: \$ _____ Per: Hour / Day / Week / Month (Circle one) Efftv. Date: _____

ENTER THE AVERAGE NUMBER OF HOURS WORKED DURING THE PAST TWELVE (12) MONTHS:

Average Per DAY: _____ Per WEEK: _____ OVERTIME: Per DAY: _____ Per WEEK: _____

OVERTIME RATE: \$ _____ Per: Hour / Day / Week / Month (Circle One)

Is Employee on one of the following Leave types? Is the Employee eligible for compensation? Yes ___ No ___

(Please check the ones that are applicable)

- ____ Leave of Absence: ___ Yes or ___ No
- ____ Family Medical Leave: ___ Yes or ___ No (Use of Annual and/or Sick Leave: Yes ___ No ___)
- ____ Short Term Disability: ___ Yes or ___ No
- ____ Long Term Disability: ___ Yes or ___ No
- ____ Approved Donated Leave: ___ Yes or ___ No

If yes, please complete the following: Last Day Worked: _____ Last Date Wage(s) received: _____

When is Employee anticipated to Return to Work: _____

Comments: _____

Print Name: _____ Signature: _____

Date: _____ Title: _____ Phone: _____

Gary T. Mix
Community Treasurer



Martha A. Notah
Assistant to the Treasurer

GILA RIVER INDIAN COMMUNITY

Office of the Treasurer

"To Ensure and Protect the Integrity of the Community's Funds, Investments and Assets"

AUTHORIZATION TO RELEASE INFORMATION

I, _____ give my authorization to the Gila River Indian Community Service Center and/or Housing Office, to obtain information on my behalf showing that I have or have not received the Per Capita payment that was distributed on:

1/31/___

4/30/___

7/31/___

10/31/___

My Per Capita Office information is:

Gila River ID#: _____

Signature of Release: _____

Contact Phone #: _____ Date: _____

(To be used only if more information is required)

District Service Center or Housing Use Only

Received by: _____ Date: _____

Completed by: _____ Date: _____

Per Capita Office Use Only

Received (stamp here): _____

Verified as follows:

Did Did not receive 1/31/___ pay-out

Did Did not receive 4/30/___ pay-out

Did Did not receive 7/31/___ pay-out

Did Did not receive 10/31/___ pay-out

PCO Verifier: _____

(Sign & Date)

Requestor Agency

Gila River Indian Community
 Department of Community Housing
 136 S. Main Street
 Sacaton, AZ 85147

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
 Family Assistance Administration
 (Administración de Asistencia para Familias)

**TRIBAL- AUTHORITY TO RELEASE INFORMATION
 / AUTORIDAD TRIBAL PARA DIVULGAR
 INFORMACIÓN**

REQUESTOR'S INFORMATION

Name (Last, First, M.I.) / Nombre (Apellido, Nombre, S.I.)

Urban Rental Assistance Program

Phone No. / Teléfono (520) 562-3904

FAX No. / Núm. de FAX (520) 562-3927

The person whose name and signature appear below has requested your cooperation in releasing the following information. Please complete and return this form within **3 business days** by fax or email.

*La persona cuyo nombre y firma aparecen a continuación ha solicitado su cooperación para divulgar la siguiente información. Por favor, llene y devuelva este formulario dentro de los **3 días hábiles** por fax o por correo electrónico.*

**AUTHORIZATION TO RELEASE INFORMATION /
 AUTORIZACIÓN PARA DIVULGAR INFORMACIÓN**

I hereby authorize and consent to the release of any and all information requested below concerning myself and my household's members to the requesting party above. The confidentiality of the information furnished will be preserved except where disclosure of this information is required by applicable law.

Por la presente, autorizo y consiento en que se divulge toda y cualquier información que se solicita a continuación acerca de mí y los miembros de mi hogar. Se mantendrá la confidencialidad de la información proporcionada, excepto cuando la ley aplicable exija la divulgación de esta información.

PARTICIPANT'S INFORMATION

Name (Last, First, M.I.) / Nombre (Apellido, Nombre, S.I.)

Soc. Sec. No or Date of Birth (DOB) / Núm. de Seg. Soc. o

Fecha de nacimiento

Mailing Address (No., Street, City, State, ZIP) /

Dirección Postal (Núm. Calle, Ciudad, Estado, C.P)

AZTECS No. / Núm. de AZTECS

Date of Request / Fecha de solicitud

Signature / Firma

PARTICIPANT'S INFORMATION

Name (Last, First, M.I.) / Nombre (Apellido, Nombre, S.I.)

Soc. Sec. No or Date of Birth (DOB) / Núm. de Seg. Soc. o

Fecha de nacimiento

Mailing Address (No., Street, City, State, ZIP) /

Dirección Postal (Núm. Calle, Ciudad, Estado, C.P)

AZTECS No. / Núm. de AZTECS

Date of Request / Fecha de solicitud

Signature / Firma

**DES OFFICE USE ONLY, DO NOT WRITE BELOW THIS LINE
 SOLO PARA EL USO DEL DES, NO ESCRIBA DEBAJO DE ESTA LÍNEA**

Benefit Type Cash Assistance (CA) N/A Monthly Amount \$ _____ Expiration / Renewal Date _____

Benefit Type Nutrition Assistance (NA) N/A Monthly Amount \$ _____ Expiration / Renewal Date _____

Names of Individuals Included in Case _____

Additional Comments _____

I certify that the information provided is correct to the best of my knowledge.

Name of DES Person Providing Information _____

Signature of DES Person Providing Information _____ Date _____

Title _____ Phone No. _____



GILA RIVER INDIAN COMMUNITY

Department of Community Housing

Urban Rental Assistance Program – Verification of Unemployment



Arizona Department of Economic Security
 Unemployment Insurance Program
 P. O. Box 29225 #5895
 Phoenix, AZ 85038-9225

RE: Verification of Unemployment Income (please return completed form to address below)

Name: _____ **SSN:** _____ **DOB:** _____

The individual named above is an applicant/tenant for housing assistance that is subsidized through the U.S. Department of Housing and Urban Development. Federal regulations require that in order for the household to be eligible, we must verify the household's income, expenses and other information using third party written verifications. The information you provide will be used only for the purpose of determining the household's eligibility for the program and will be held in strict confidence. **We are required to complete our verification process in a short time period and would appreciate your prompt response to this request for information.**

I, the undersigned, do hereby authorize the release of the information requested to Gila River Department of Community Housing.

Applicant Signature: _____ Date: _____
 (or see signed Authorization for the Release of Information)

Head of Household Applicant Name: _____

(DO NOT WRITE BELOW THIS LINE)

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Unemployment Income

Unemployment Award Amount: \$ _____ Per: Week / Month (Circle one)

Beginning Date of Payments: _____ Ending Date of Payments: _____

Is client eligible for an extension of benefits? ___ Yes ___ No

Date applicant/tenant first received benefits: _____

A print out may be attached.

Comments: _____

Date: _____ Title: _____ Phone: _____

Signature: _____



GILA RIVER INDIAN COMMUNITY
Department of Community Housing
Urban Rental Assistance Program



Unemployment Form

I, _____, am currently unemployed at this time. I understand that if I become employed or start receiving unemployment income, I will contact the Urban Rental Assistance Program within ten (10) business days after my employment date. I understand that failure to do so will result in termination of my URAP Contract.

Applicant / Household member signature

Date

Head of Household Applicant Name: _____

URAP Representative

Date



GILA RIVER INDIAN COMMUNITY
 Department of Community Housing
Urban Rental Assistance Program – Travel Deduction Form



****Applies to Head of Household Only****

Date: _____

I, _____ travel to and from work more than 25 miles round trip.

To: _____

From: _____

Head of Household Date

URAP Representative Date



GILA RIVER INDIAN COMMUNITY

Department of Community Housing Urban Rental Assistance Program – Student Status Form



Name of Institution: _____ Date: _____
Address: _____
City/State/Zip Code: _____

RE: Verification of Student Status (please return completed form to above address)

Name: _____ SSN: _____ DOB: _____

The individual named above is an applicant/tenant for housing assistance which is subsidized through the U.S. Department of Housing and Urban Development. Federal regulations require that in order for the household to be eligible, we must verify the household's income, expenses and other information using third party written verifications. The information you provide will be used only for the purpose of determining the household's eligibility for the program and will be held in strict confidence. **We are required to complete our verification process in a short time period and would appreciate your prompt response to this request for information.**

I, the undersigned, do hereby authorize the release of the information requested to Gila River Department of Community Housing.

Applicant Signature: _____ Date: _____
(or see signed Authorization for the Release of Information)

Head of Household Applicant Name: _____

DO NOT WRITE BELOW THIS LINE

INSTITUTION(S) PLEASE PROVIDE THE FOLLOWING INFORMATION:

This certifies that the aforementioned individual is enrolled as a student
 full-time or part-time at our institution:

Name of Institution: _____

Date of enrollment: _____ Anticipated completion date: _____

Is student enrolled for summer months? YES NO

Comments: _____

Date _____ Title: _____ Phone _____

Signature _____



GILA RIVER INDIAN COMMUNITY

Department of Community Housing

Urban Rental Assistance Program – Verification of Child Care



Department of Community Housing
P.O Box 528
Sacaton AZ, 85147
Fax # (520)562-3927

RE: Verification of Child Care (please return completed form to above address)

Name: _____ **SSN:** _____ **DOB:** _____

The individual named above is an applicant/tenant for housing assistance which is subsidized through the U.S. Department of Housing and Urban Development. Federal regulations require that in order for the household to be eligible, we must verify the household's income, expenses and other information using third party written verifications. The information you provide will be used only for the purpose of determining the household's eligibility for the program and will be held in strict confidence. **We are required to complete our verification process in a short time period and would appreciate your prompt response to this request for information.**

I, the undersigned, do hereby authorize the release of the information requested to Gila River Department of Community Housing.

Applicant Signature: _____ Date: _____
(or see signed Authorization for the Release of Information)

Head of Household Applicant Name: _____

DO NOT WRITE BELOW THIS LINE

PLEASE PROVIDE THE FOLLOWING INFORMATION: SSN#: _____ EIN#: _____

This is to verify that I provide child care/child care resources for _____

Name(s) of child(ren): _____

IF CHILDCARE IS ON A REGULAR BASIS:

I am paid at the rate of \$ _____ per () week () month, during the school year.

I am paid at the rate of \$ _____ per () week () month, during school vacations.

IF CHILDCARE IS ON AN IRREGULAR BASIS:

I am paid at the rate of \$ _____ per hour during the school year for _____ hours weekly.

I am paid at the rate of \$ _____ per hour during school vacations for _____ hours weekly

I do () do not () receive compensation from another source for the care of these children.

Please state other source if applicable _____

Comments: _____

Date: _____ Title: _____ Phone: _____

Signature: _____



GILA RIVER INDIAN COMMUNITY

Department of Community Housing

Urban Rental Assistance Contract



This Agreement is by and between the Department of Community Housing (the “DCH”), on behalf of the Gila River Indian Community (the “Community”), Post Office Box 528, Sacaton, Arizona 85147 and _____, hereinafter (the “Tenant”). The DCH and the Tenant shall be collectively referred to as the “Parties”.

NOW THEREFORE AND IN CONSIDERATION of mutual covenants and agreements as set forth below, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to identify and define the roles and responsibilities of each of the Parties relating to the Urban Rental Assistance Program (the “Program”). The purpose of the Program is to provide a subsidy to qualified Community members who lease a unit (apartment or house) outside the Gila River Indian Community Reservation.

2. **Tenant and household members.** Household members cannot be added without the approval of the DCH. The following is a complete list of the individuals living in the rental unit:

3. **Address of rental unit.** The Tenant has entered into a rental lease to live at the following address, hereinafter the “Unit”:

4. **Lease Term and monthly lease amount.** The term of the lease between the Tenant and the Landlord/Owner begins on (mm/dd/yyyy) _____ and ends on (mm/dd/yyyy) _____. Total monthly rent amount under the Lease is \$_____.

5. **DCH Program Assistance Term**

This Agreement begins on _____ and ends on _____ (
months).

6. **Termination of the Contract.** This Contract automatically terminates on **September 30, 2027** or the lease is terminated by the Landlord/Owner or Tenant. This Agreement may terminate under the following conditions:

- a. for any grounds authorized in accordance with federal requirements as determined by DCH;
- b. the Tenant moves out of the Unit;
- c. insufficient funding to continue Program assistance;
- d. the Tenant's family dissolves, unless DCH continues to provide Program assistance on behalf of a qualified remaining family member in the Unit.
- e. the Tenant breaches this Contract, or otherwise become ineligible for Program assistance.

7. **Responsibilities of the Tenant.**

- a. The Tenant certifies that the landlord/owner and the Tenant have entered into a lease of the Unit.
- b. The Tenant understands and agrees that Program assistance shall only be paid to the landlord/owner while the Tenant is residing in the Unit during the term of this Contract.
- c. The Tenant understands that DCH will cease Program assistance to the Landlord/Owner, if the Tenant moves out of the Unit before the lease term. In this event, the Tenant understands that he or she is ultimately responsible for any contractual obligations to the landlord/owner.
- d. The Tenant agrees to comply with all applicable laws and remain in good standing while residing in the Unit.
- e. The Tenant understands that DCH is not responsible for the conduct of the Tenant, landlord/owner or other persons.
- f. The Tenant shall provide a signed copy of the lease to the DCH and shall notify DCH of any changes to the lease.

- g. **The Tenant understands that the last rental subsidy will be paid to the Landlord/Owner on behalf of the Tenant in September and the Tenant is responsible for re-applying with DCH for further Program assistance, regardless of Tenant's lease with the Landlord/owner. The Tenant further understands that he or she is responsible for full monthly rent during the re-application period.**
- h. The Tenant understands that he or she is responsible for payment of the entire rent for every month until notified in writing by DCH that Program assistance will begin and the Program assistance will be paid to the landlord/owner.
- i. The Tenant understands that any overpayment of money to the Landlord/Owner will be credited to the Tenant's following month's rental payment or refunded promptly to DCH. The Tenant understands that overpayments will not be paid directly to the Tenant. If the Tenant receives any of the overpayment funds, the Tenant agrees to immediately refund the overpayment back to DCH. Failure to do so will result in breach of this Contract and an obligation to pay DCH for such overpayments.

8. Responsibilities of DCH

- a. DCH shall provide monthly Program Assistance on behalf of the Tenant in the amount up to **Six-Hundred Dollars (\$600.00)** per month to the Landlord/Owner. The remaining amount of the monthly rental payment is the responsibility of the Tenant. This amount is subject to change during the contract term in accordance with federal requirements, in this event; DCH will provide the Tenant with written notice.
- b. DCH agrees to pay any late payment penalty if the late payment is assessed due to factors within the Community's control. The Community shall not be obligated to pay any late payment as a penalty due to the Tenant's failure to timely pay his or her rent;
- c. DCH agrees to provide written notice to the landlord/owner on behalf of the Tenant of the Program Assistance;
- d. DCH understands and agrees to provide written notice to the Tenant, if Program assistance ceases and the Agreement is terminated. DCH shall include in the notice a brief statement of the reasons for the determination;
- e. DCH agrees to provide reasonable assistance to Tenants to comply with the Program.

9. Tenant's Breach of this Contract

- a. If GRIC determines that a breach of this Contract has occurred, DCH may exercise any of its rights and remedies under this Contract, or any other available rights and remedies for such breach, including the suspension or termination of rental assistance payments. DCH shall notify the landlord/owner and Tenant of such determination, including a brief statement of the reasons for the determination. The notice by DCH to the Tenant may require the Tenant to take corrective action, as verified or determined by DCH, by a deadline prescribed in the notice.

- b. DCH rights and remedies for Tenant's breach of this Contract, but is not limited to, recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of this contract.
 - c. DCH exercise or non-exercise of any right or remedy for Tenant breach of this contract is not a waiver of the right to exercise that or any other right or remedy at any time.
10. **Assignment of this contract.** This contract may not be assigned except with advance written consent of the Parties, and such assignment must be consistent with all applicable laws.
 11. **Written Notices.** Any notice by DCH or the Tenant in connection with this contract must be in writing.
 12. **Entire Agreement.** This contract is the entire agreement between the Tenant and DCH. This contract shall be interpreted and implemented in accordance with the law of the Gila River Indian Community and applicable NAHASDA regulations.
 13. **Indemnification.** The Tenant shall indemnify, defend, protect and hold DCH, and its employees, directors, agents, representatives and assigns harmless from and against any and all actions, causes of action, demands, liabilities, losses, damages, injuries, costs, or expenses of whatever kind or nature, including reasonable attorney's fees and reasonable expenses incurred in connection with this contract, to the extent arising or resulting from, caused by or pertaining to Tenant's performance and/or conduct under this contract and/or the Tenant's lease with the landlord/owner.
 14. **Resolution of Disputes; Mediation.** Any dispute that may arise under this contract that cannot be informally negotiated and resolved shall be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of litigation. Such mediation shall occur at Gila River Indian Community, and the mediator's fees and expenses shall be shared equally by the parties, who agree to exercise their best efforts in good faith to resolve all disputes in mediation.
 15. **Choice of Law.** It is the intention of the parties that performance of the terms of this contract shall be in accordance with and pursuant to the laws of the Gila River Indian Community and that any action, special proceeding or other proceeding that may arise from, in connection with or by reason of this Agreement shall be resolved pursuant to the laws of the Gila River Indian Community and in its courts.
 16. **Sovereign Immunity.** Unless otherwise specified herein, nothing in this contract, or in any related document or undertaking, shall be construed as: (i) affecting, modifying, diminishing or otherwise impairing the sovereign immunity of the Gila River Indian Community or any of its affiliates or subdivisions, (ii) affecting the Gila River Community Courts' jurisdiction over civil and criminal matters, or (iii) authorizing or requiring the termination of any existing trust responsibility of the United States with respect to the Gila River Indian Community or to Indian people in general.

Gila River Indian Community

Tenant

Signature

Signature

Director, Department of Community Housing

Print Name

Date

Date

To be completed by Landlord/Owner

Payments should be mailed to:

Please Print- Landlord/Owner Name

Address

(City, State, Zip)

Phone Number



GILA RIVER INDIAN COMMUNITY

Department of Community Housing

Urban Rental Assistance Program



NOTICE TO LANDLORD

1. The Gila River Indian Community (Community), a federally recognized Indian tribe located in the State of Arizona, will provide rent assistance for the person named below. This document is intended only as notification to the landlord of the Community's efforts to assist the individual, and is not intended to be construed as a contract between the Gila River Indian Community and the Landlord.
2. The Community assumes no liability or responsibility to the landlord/owner or other persons for the tenant family's behavior or conduct during the term of their lease.
3. During the term of the lease between the tenant and landlord, the Community shall make monthly housing assistance payments to the landlord/owner on behalf of the family at the beginning of each month. Such payments shall include the name of the tenant family on whose behalf the payments are made.
4. The Community agrees to pay any late payment penalty if late payment is assessed due to factors within the Community's control. The Community shall not be obligated to pay any late payment penalties due to the tenant failing to timely pay its rent. Neither the Community nor the tenant shall be obligated to pay any late payment penalty if rent is delayed or denied as a remedy for landlord/owner's breach of contract between the tenant and the landlord/owner.
5. The amount of Community housing assistance payment is subject to change in accordance with applicable federal requirements. The Community will notify the tenant and the landlord/owner of any changes in the amount of the housing assistance payment.
6. The monthly housing assistance payment shall be credited toward the monthly rent to landlord/owner for the contract unit. Each month that the Community makes such assistance payment, the landlord/owner shall provide a receipt to the tenant commemorating the receipt of such payment and the required credit toward the rent owed by the tenant.
7. **Limitation of Community Responsibility.** The Community is only responsible for making housing assistance payments to the landlord/owner. The Community assumes no responsibility for injury to, or any liability to, any person injured as a result of the landlord/owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of this contract, or as a result of any other action or failure to act by the landlord/owner. The landlord/owner or tenant is not the agent of the Community, and this document does not create or affect any relationship between the Community or any lender to the landlord/owner or any suppliers, employees, contractors or subcontractors used by the landlord/owner in connection with management of the contract unit or the premises.
8. **Overpayment to landlord/owner.** Overpayments paid to the landlord/owner by DCH shall be applied to the Tenant's following month's rent payment or promptly returned to DCH. **Overpayments shall not be paid to the Tenant directly.**



GILA RIVER INDIAN COMMUNITY

Department of Community Housing

Urban Rental Assistance Program - Verification of Rental History



LANDLORD/COMPLEX INFORMATION:

Phone: _____

Email: _____

NAME: _____

RESIDENTIAL ADDRESS:

The individual named above is an applicant for housing assistance that is subsidized through the U.S. Department of Housing and Urban Development. The person identified above has informed us that he/she within the past 12 months has resided at the address listed above. Per the Urban Rental Assistance Program Policy, the applicant must have a good tenant history to be eligible for assistance. The information you provide will be used only for the purpose of determining the household's eligibility for the program and will be held in strict confidence. **We are required to complete our verification process in a short time period and would appreciate your prompt response to this request for information.**

Consent to Release Information

Department of Community Housing

Applicant Signature Date

URAP Representative Date

(TO BE COMPLETED BY LANDLORD/OWNER)

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Date Lease Began: _____ Date Lease Ends: _____

Monthly rental obligation: _____ Date rent is due: _____

Does the tenant pay their rent on time? _____ How many times late: _____

Does the tenant owe any past due or current charges? _____ If yes, what is the amount? _____

Have you ever begun eviction proceedings? _____

If so, why? _____

Has action been taken against the tenant for disturbing other tenants, or controlling the behavior of children or

Guests? _____ If yes, what type _____ How many times? _____

Care of rental unit? _____ Any damages? _____

Was the tenant charged for damages? _____ If yes, did the tenant pay? _____ Amount? _____

If this tenant moved and reapplied for housing in the future, would you rent to him/her again? _____

If no, why? _____

Overall rating as a tenant (good, fair, poor, explain): _____

Comments: _____

Print Name: _____

Signature: _____

Date: _____ Title: _____ Phone: _____



Gila River Indian Community - Office of the Treasurer

Vendor Electronic Funds Transfer Authorization Enrollment Form

Automated Clearing House (ACH) is the Community's preferred method of payment as it is an efficient and faster way to receive monies that are due to your organization. In order to take advantage of this payment method, please complete the following information.

Vendor Information:

Vendor Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____ Phone #: _____
Email Address: _____

Banking Information:

Vendor's Bank Name: _____
Bank Address: _____
Bank's City: _____ State: _____ Zip Code: _____
Bank Contact Name: _____ Phone #: _____
ABA Routing #: _____ Account #: _____
Account Type (please check only one) Checking Savings

To ensure the accuracy of the bank account information, written verification (voided check or document from your bank) must accompany this application. Incomplete forms will not be processed.

Vendor's Authorization:

Above named Vendor hereby authorizes the Gila River Indian Community to originate ACH electronic funds transfer (EFT) credit entries to Vendor's account for payment/ reimbursement of goods and/or services.

Signature _____ Title _____

Phone Number _____ Date _____

When completed, please email this form and banking information to Rachael Lucero at Rachael.Lucero.FIN@gric.nsn.us



GILA RIVER INDIAN COMMUNITY

SACATON, AZ 85147

RESOLUTION GR-103-10

A RESOLUTION RESCINDING RESOLUTION GR-139-09 AND APPROVING THE AMENDED URBAN RENTAL ASSISTANCE PROGRAM POLICY FOR THE GILA RIVER INDIAN COMMUNITY DEPARTMENT OF COMMUNITY HOUSING

WHEREAS, the Gila River Indian Community Council (the "Community Council") is the governing body of the Gila river Indian Community (the "Community"); and

WHEREAS, Article XV, Section 1(a)(9) of the Constitution and Bylaws of the Gila River Indian Community (March 17, 1960) empower the Council to act to promote and protect the health and general welfare of the Community and its members; and

WHEREAS, the Community Council adopted the Housing Ordinance now codified at Title 19, establishing the Department of Community Housing ("DCH") to administer housing programs within the Community, including all United States Department of Housing and Urban Development ("HUD") housing programs available to the Community under the authority of the Native American Housing Assistance and Self-Determination Act ("NAHASDA"); and

WHEREAS, the DCH continues to recognize the need to provide housing assistance to low-income Community members who reside off the Gila River Indian Reservation; and

WHEREAS, on July 15, 2009, the Community Council approved Resolution GR-139-09, amending the Urban Rental Assistance Program Policy (the "Policy") to be administered by the DCH; and

WHEREAS, the DCH has identified additional areas in the current Policy that require amendments and clarification, therefore DCH submits the attached amended Policy to administer the Urban Rental Assistance Program more effectively and efficiently.

NOW, THEREFORE, BE IT RESOLVED, that Community Council hereby rescinds Resolution GR-139-09, entitled "A Resolution Rescinding Resolution GR-232-08 and GR-28-09 and Approving the Amended Urban Rental Assistance Program Policy for the Gila River Indian Community Department of Community Housing" as adopted on July 15, 2009.

BE IT FURTHER RESOLVED, that the Community Council hereby approves the attached amended Urban Rental Assistance Program Policy for the Gila River Indian Community Department of Community Housing.

BE IT FURTHER RESOLVED, that the Community Council hereby authorizes and directs the DCH to create and develop policies and any necessary forms that may require amending from time to time and implement this Policy.

BE IT FURTHER RESOLVED, that the Governor, or in the Governor's absence, the Lieutenant Governor, is hereby authorized to take all the necessary steps to carry out the intent of this resolution.

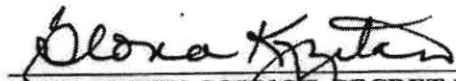
CERTIFICATION

Pursuant to authority contained in Article XV, Section 1, (a) (7), (9), (18), and Section 4 of the amended Constitution and Bylaws of the Gila River Indian Community, ratified by the tribe January 22, 1960, and approved by the Secretary of the Interior on March 17, 1960, the foregoing resolution was adopted on the 16th of June 2010, at a regular Community Council meeting held in District 3, Sacaton, Arizona at which a quorum of 12 Members were present by a vote of: 6 FOR; 6 OPPOSE; 0 ABSTAIN; 4 ABSENT; 1 VACANCIES. **GOVERNOR VOTES FOR APPROVAL.**

GILA RIVER INDIAN COMMUNITY


GOVERNOR

ATTEST:


COMMUNITY COUNCIL SECRETARY
acting *23 June 2010*

**GILA RIVER INDIAN COMMUNITY
DEPARTMENT OF COMMUNITY HOUSING
URBAN RENTAL ASSISTANCE PROGRAM POLICY**

I. GENERAL PROVISIONS.

- A. **Purpose.** The Department of Community Housing (DCH) has identified a need to assist low-income Gila River Indian Community (the "Community") members who reside off Reservation. The number of rental units currently available in the Community is insufficient to meet the current demand for housing, rental or home ownership. To address the need for rental assistance, DCH has established the Urban Rental Assistance Program (the "Program") for families who lease an apartment or are renting a house (including a townhouse, duplex, and condominium). The Program is year round and funded under the Native American Housing Assistance and Self Determination Act (NAHASDA) 25 U.S.C. §4101 *et seq.* and is subject to available funds.
- B. **Definitions.** Whenever used in this policy, the terms listed below have the meanings indicated which are applicable to both the singular and plural thereof. When used in a context consistent with the definition of a listed-defined term, the term shall have the meaning as defined below whether capitalized or italicized or otherwise.
1. "Appeal" is a request for a review of decision made by the DCH Director.
 2. "Appellant" means a person who is appealing a decision to the DCH Director.
 3. "Applicant" means a person or persons who are applying for urban rental assistance.
 4. "Community Member" means an enrolled member of the Gila River Indian Community.
 5. "DCH" means the Gila River Indian Community Department of Community Housing.
 6. "HUD" means the United States Department of Housing and Urban Development.
 7. "Income" means income from each member of a household.
 8. "Adjusted Income" means the annual household income remaining after deductions that are permitted under NAHASDA.
 9. "Family" means a family with or without children, an elderly family, a near-elderly family, a disabled family and a single person.
 10. "Program" means the Urban Rental Assistance Program.

11. "NAHASDA" means the Native American Housing and Self-Determination Act of 1996, codified at 25 U.S.C. §4101 *et seq.*

C. **Eligible Service Area.** In accordance with the Community's yearly Indian Housing Plan, the eligible service areas for the Program shall include those portions of Maricopa and Pinal County, Arizona, which are not part of the Gila River Indian Reservation.

II. ELIGIBILITY

A. **Eligibility.** All head of household Applicants for the Program shall:

1. Be a part of a "family" as defined at Section I (B);
2. Be at least eighteen (18) years old on the date the application is submitted to DCH;
3. Meet the eighty percent (80%) of the median gross family income eligibility requirement;
4. Not be paying rents that exceed thirty percent (30%) of their monthly Adjusted Income;
5. Be current in its rent payments;
6. Reside in an existing apartment or house and have a satisfactory tenant history. Renting a room from a family member, friend, etc. does not qualify for Program assistance; and
7. Not have been convicted or adjudicated, including plea of no contest, for any offenses in Community, state, federal or other tribal court for crimes that pose a threat to the health, safety or welfare of the Community, provided that any convictions or adjudications meet the time limitations as specified in (i), (ii), (iii), and (iv) below. Such offenses include:
 - a. physical or sexual abuse, sexual conduct with or sexual assault or molestation of a child. Any such offense committed by an Applicant after reaching the age of 18 shall be grounds to deny assistance.
 - b. unlawful sale, distribution or possession with the intent to distribute any illegal substances, controlled substances or narcotics. Any such offense committed by an Applicant after reaching the age of 18 shall be grounds to deny assistance.
 - c. Major Crimes Act offense as enumerated under 18 U.S.C. § 1153. These crimes include Murder, Manslaughter, Kidnapping, Maiming, certain felonies related to Sexual Abuse, Incest, Assault with Intent to Commit Murder,

JUN 11 2010

Assault with a Deadly Weapon, Assault Resulting In Serious Bodily Injury, Assault Against a Minor Under 16 Years Old, Arson, Burglary, Robbery, or certain felonies arising under special maritime and territorial jurisdiction of the United States. Any such offense committed by an Applicant after reaching the age of 18 shall be grounds to deny assistance.

d. Domestic Violence, Assault, or Battery within the preceding three (3) year period. However, the Department may accept the applicant into the Program if the person with a prior domestic violence demonstrates successful completion of a one (1) year domestic violence offender program, which shall be evidenced by a signed letter or certificate of completion from the program agency.

e. Fraud, Embezzlement, Forgery, Falsifying Documents or any other crime involving dishonesty within the preceding three (3) year period.

8. Applicants currently participating in the Section 8 Program or any other tribal or federally funded program are ineligible for the Program. This includes room and board received for education purposes.

9. The Applicant's name must appear on a lease agreement as the primary lessee. Co-signed lease agreements will not be considered for the Program.

10. Applicants moving out of their apartment or home must notify DCH within 30-days prior to moving. Failure to do so will result in denial of assistance for three (3) months.

B. **Effect of Prior Evictions.** DCH may consider the Applicant's tenant history for the preceding seven (7) years in deciding whether to approve or deny Program assistance. DCH may consider prior evictions from any HUD-funded public housing, Indian Housing Program, Section 23 or Section 8 Project or Program arising from drug-related criminal activity and/or criminal acts.

III. APPLICATION

A. Applications for Program assistance shall be made available to Community members at the DCH office in Sacaton. Applications may be hand delivered during normal business hours (8:00 a.m. – 5:00 p.m.) to the Sacaton office.

B. DCH is responsible for recording receipt of and processing all completed applications. All information compiled by DCH will be appropriately safeguarded.

C. DCH shall offer reasonable assistance to Applicants to ensure the application is completed properly.

- D. Applicants for the Program shall submit a complete application to DCH for Program assistance. A complete application shall include:
1. Copy of Applicant's current rental lease agreement, URAP Contract and an original W-9 Form completed by the Landlord/Owner;
 2. Current CDIB (Certificate Degree of Indian Blood) for head of household;
 3. Tribal ID for other members in the household;
 4. Arizona Driver's License or State ID for all members 18 years and older;
 5. Social Security Cards for all members;
 6. Birth Certificates for all members under 18 years;
 7. Proof of Guardianship, Power of Attorney and/or other legal documents establishing custody arrangements for children placed in the Applicant's home;
 8. Income Verification – most recent employment check stubs, Public Assistance (AFDC, GA, etc.), SSI, Social Security, Retirement, Survivors Benefits, Per Capita payments, self-employment, unemployment compensation, unemployment form, Veterans Administration. Service member's income and/or employment verification forms, etc. Food Stamps and education assistance are not considered income; and
 9. Signed 'Release of Authorization' form by all members 18 years and older for children over the age of 18 and who are still in school.
- E. Incomplete applications will not be accepted.
- F. DCH may request additional documentation to verify application information.
- G. Applicants shall attest to the accuracy of all information in the application. Providing false or misleading information, omitting or otherwise concealing relevant information is grounds for denial of assistance for two (2) years.
- H. DCH shall review applications within 30-days to determine eligibility and acceptance into the program.
- I. DCH shall notify the Applicant in writing of the decision to provide Program assistance. Approved Applicants for the Program shall be awarded a rental subsidy amount as determined by DCH for a period of up to twelve (12) months, depending on when the application was received.

JUN 20 2010

- J. Program Assistance shall begin after the application is approved and end on September 30th of each year. Applicants shall be responsible for reapplying each year to DCH after September 30, regardless of the Applicant's lease term with the landlord or owner.
- K. Approved Applicants shall sign an Urban Rental Assistance Program Contract (the "Contract") acknowledging the requirements of the Program, prior to receiving a rental subsidy.
- L. DCH shall provide notice to the landlord or owner of the unit, advising of the conditions of the Program and that DCH will be providing a rental subsidy on behalf of the Applicant. DCH shall not enter into a contract with the landlord or owner.
- M. In the event of an Applicant's death, the URAP contract shall be terminated immediately unless a member of the household can successfully meet all the requirements. This applies to the member wishing to remain in the deceased Applicant's apartment or house and subject to Landlord/Owner approval. A new lease must be provided.

IV. INCOME ELIGIBILITY

- A. Applicants participating in the Program must be deemed low income participants and meet the income limits according to household size. To determine income eligibility, DCH shall compare the Applicant's annual gross income to the HUD published limits or the local county limits (whichever is higher).
1. Annual income from full or part time employment is obtained by multiplying:
 - Hourly wages by 2,080 hours
 - Weekly wages by 52
 - Bi-weekly amounts by 26
 - Semi-monthly amounts by 24
 - Monthly amounts by 12
 2. If the source of income will not continue for the full 12 months, the annual amount shall be calculated as if it were to be received for the entire year. For example, if a family receives 36 weeks of unemployment at \$120 per week, multiply that amount by 52 weeks to arrive at an annual income. When the income source ends, the family shall inform DCH within ten (10) days. Failure to do so will result in denial of assistance.
- B. **Adjusted Income.** Annual gross income is needed to determine whether a household is income eligible to participate in the Program. Adjusted income is used to determine how much a household can afford to pay for housing costs. In accordance with 24 C.F.R. §1000.124, payments made by low-income families for rents in lease-purchase units cannot exceed thirty percent (30%) of the adjusted family income. To calculate adjusted income, DCH takes the participant's annual gross income and deducts the following exclusions:

1. Dependent deduction

- a. For persons under 18 and family members residing in the household who are over 18 and who are either full-time students or persons with disabilities.
- b. DCH must deduct \$480 from annual income for each household dependent. This deduction does not apply to the head of household or spouse because they would not be considered a dependent, even if they were disabled. **The household must qualify for the deduction at the time that the income certification is made.**
 - i. For example: If John Doe is a household member and 17 years of age at the time, but will turn 18 six months later, the family will receive the \$480 deduction. The recipient is not required to recertify the family six months later when the member turns 18. However, when the recipient recertifies the household's income the following URAP year, the family will lose the \$480 deduction (unless the 18-year old is a full time student or disabled).

2. Elderly and disabled families

- a. An elderly family is a household in which:
 - i. the head, spouse or sole member is 62 years of age or older;
 - ii. two or more persons who are at least 62 years of age and live together; or
 - iii. one or more persons who are at least 62 years of age and live with one or more live-in aids.
- b. A disabled household whose:
 - i. head (or his or her spouse), or sole member is a person with disabilities;
 - ii. two or more persons with disabilities living together; or
 - iii. one or more persons with disabilities living with one or more live-in aids also qualifies as a disabled household.
- c. Certain households may, however, include elderly or disabled family members and not qualify as an elderly or disabled household. A household that meets the definition of an elderly or disabled household is entitled to a deduction of \$400 per household.
 - i. For example, neither of the following households qualify as an elderly or disabled household:

Example A. Bob and Carol (50 and 49 respectively) let Bob's mother (age 70) live with them. Because Bob's mother is not the household head or spouse, this is not an elderly household.

Example B. Ted and Emily (both age 35) have a son (age 14) who is disabled. Because the son is not the household head or spouse, the household is not a disabled household.

3. **Medical and attendant Expenses.** Elderly and disabled households, as defined under (C) (2) may claim as a deduction medical expenses that are in excess of three percent (3%) of annual income. Medical expenses that may be considered include all medical expenses anticipated to be incurred during the coming year that are not covered by insurance.
4. **Child Care Expenses.** Reasonable child care expenses for the care of children age 12 and under may be deducted from annual income if the child care:
 - a. Enables an adult family member to seek employment activity, be gainfully employed, or further his/her education; and
 - b. Expenses are not reimbursed.
5. **Earned Income of Minors.** Any earned income of any member of the family under the age of 18 is not counted towards household income.
6. **Travel Expenses.** Excessive travel expenses shall be deducted for employment or education-related travel. DCH shall obtain a printout from "MapQuest", for verification.
 - a. Travel expenses shall not exceed \$25.00 per week or \$1,300 annually, for employment or education-related travel. Mileage (1 way x 2 ways x 52 weeks x the currently published IRS reimbursable mileage rate = Travel Expense).

V. RE-CERTIFICATION

- A. DCH shall re-certify the eligibility and family income status of each applicant to determine eligibility for continued assistance one month prior to the end of the fiscal year.
- B. Applicants shall be required to submit a copy of their lease agreement if moving to another location including an original W-9 Form completed by the Landlord/Owner, income verification for all members in the household 18 years and older and a current CDIB.

VI. CONTRACT

GRIC Council Secretary Office

- A. Approved Applicants shall enter into a Contract with the Community specifying the Applicant's and the Community's obligations under the Program, prior to receiving a rental subsidy. The Contract shall contain, but is not limited to, the following information:
1. names all of the household members that will live in the rental unit;
 2. the address of the rental unit;
 3. the term of the lease;
 4. monthly rent amount and the amount the Community will contribute each month;
 5. notification to the Applicant of the conditions in which, the Contract may be terminated and Program assistance will cease; and
 6. obligations under the Program.
- B. The Contract shall be signed by the Applicant and the Director of DCH.

VII. TERMINATION OF CONTRACT

- A. The Community may terminate the Contract and cease Program assistance for any of the following reasons:
1. Applicant's lease is terminated for any reason by the landlord/owner or the Applicant;
 2. the Applicant's family moves from the unit identified in the Contract;
 3. federal requirements authorize or mandate Program assistance cease;
 4. insufficient Program funds to continue assistance;
 5. the family dissolves, unless the Community determines that assistance may continue on behalf of the qualified members who remain in the unit; or
 6. the Community determines the Applicant has breached the Contract or otherwise become ineligible for Program assistance. .
- B. The Contract terminates automatically after the last Program assistance subsidy is made to the landlord or owner on September 30.

- VIII. APPEALS.** Applicants who are denied Program assistance may appeal the decision by filing a Notice of Appeal with the DCH.

GRIC Council Secretary Office

- A. A Notice of Appeal shall be hand delivered or mailed to DCH within five (5) business days of receipt of the decision. Appeals that are mailed shall be postmarked within the five (5) business days. The Appeal shall state in writing the following:
1. The Appellant's name, address, telephone number, and date of appeal; and
 2. The reasons for appeal and any documentation supporting why the Appellant should receive Program assistance.
- B. Upon receipt of the Notice to Appeal, the Housing Services Manager ("Manager") shall review the Appellant's documents and determine if the Appellant's submitted information changes the decision to provide Program assistance. If the decision to deny Program assistance remains, DCH shall provide written notice to the Appellant within five (5) business days of receipt of the Notice to Appeal. The decision of the Manager shall be reviewed and approved by the DCH Director.
- C. After a review by the Manager and DCH Director, if the Appellant is further denied assistance, the Appellant may request a formal hearing with the DCH Director and the Manager to review the decision of the DCH. A formal hearing shall be held within ten (10) business days.
- D. The purpose of the hearing is to provide an opportunity for the Appellant and the DCH Director to clarify the decision, correct any errors and present any supporting documentation concerning the decision to provide Program assistance. The DCH Director shall provide a written decision to the Appellant within five (5) business days after the hearing.
- E. The decision of the DCH Director is final and not subject to any further appeal.
- F. Appeals under this Policy shall be between individual Applicants and the DCH. Appeals do not apply in the following situations:
1. Disputes between Applicants in which the Department is not involved;
 2. Changes in DCH policies and procedures;
 3. Immediate termination between the Applicant and landlord/owner; or
 4. The previous termination of Urban Rental Assistance.

GRIC Council Secretary Office