

MILLE LACS BAND OF OJIBWE TRANSITIONAL HOUSING POLICY

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A. INTRODUCTION

The Mille Lacs Band of Ojibwe believes that it cannot begin to address the pan-Indian problems of poverty, substance abuse, overcrowding, and depression until it first addresses the more palpable issue of widespread homelessness. Tribal members must have adequate housing before they can begin to remedy whatever social ills they may be suffering. These social ills often become generational. Homeless children, for example, are disadvantaged at school and are more likely to be incarcerated or develop a substance addiction later in life. The Band is therefore committed to providing transitional, low-income housing to needy families for at least a two-year period with the possibility of extending up to five years. The Band will accomplish this goal through passage of a Transitional Housing Policy, as described herein.

The Mille Lacs Band of Ojibwe does hereby establish a Transitional Housing Policy to provide adequate housing to needy families and to give every child a fair opportunity to pursue happiness.

B. DEFINITIONS

1. Anishinaabe Child. An “Anishinaabe” child is any child who is either enrolled in a federally recognized Indian tribe, eligible to enroll in a federally recognized Indian tribe, or the first-generation descendent of an enrolled member of the Mille Lacs Band of Ojibwe.
2. Band Family. A “Band family” is a group of people living in the same home who have a meaningful connection to the Mille Lacs Band of Ojibwe. A “Band family” may be established in one of two ways:
 - (a) An adult living in the home is an enrolled member of the Mille Lacs Band of Ojibwe and has custody of an Anishinaabe child (Band member or not) who will be living in the transitional home; or
 - (b) An adult living in the home is not an enrolled member of the Mille Lacs Band of Ojibwe, but is the biological parent and has custody of one or more Band member children who will be living in the transitional home.
3. Band Member Child. A “Band member child” is any dependent child, as defined below, who also is either a Mille Lacs Band member or is eligible to enroll as a Mille Lacs Band member in accordance with the Revised Constitution and Bylaws of the Minnesota Chippewa Tribe, Minnesota, Article II, Section 1.
4. Bi-Weekly Inspection. A “bi-weekly inspection” is an inspection that is conducted once every two weeks.
5. Case Plan: A “case plan” is a written agreement between the tenant and case manager that assesses the tenant’s developmental needs and sets out goals for the tenant to achieve during his or her time in the Transitional Housing Program. The case plan must be signed by both the tenant and the case manager.

6. Controlled Substance. A “controlled substance” is any drug, substance, or immediate precursor listed in Schedules I through V of section 152.02 of the Minnesota Statutes.
7. Controlled Substance Crime. A “controlled substance crime” is any sale crime, possession crime, methamphetamine manufacture crime, importation crime, or other crime listed in Minnesota Statutes 152.021 through 152.027, or other applicable state statutes.
8. Day. A “day” for the purposes of this Policy shall mean a calendar day, unless explicitly stated otherwise.
9. Dependent. A “dependent” is either a “dependent adult” or a “dependent child” as defined in this section.
10. Dependent Adult. A “dependent adult” is any person 18 years or older who is mentally or physically incapable of self-care. In order to qualify as a “dependent adult,” the individual’s mental or physical condition must be documented by a licensed professional.
11. Dependent Child. A “dependent child” is:
 - (a) Any child under the age of 18 who is dependent on an adult for support;
 - (b) Any full-time student between the ages of 18 and 23 who is dependent on an adult for support; or
 - (c) An unborn child still in the womb.
12. Disabled Family Member. A “disabled family member” is any immediate member of the family who suffers from a disability that is supported by medical documentation and a demonstrable inability to perform tasks that would make the average person employable.
13. Drug-Related Criminal Activity. “Drug-related criminal activity” is any activity which results in a criminal conviction for one or more of the following offenses in any degree:
 - (a) Sale of a controlled substance;

- (b) Possession of a controlled substance;
- (c) Manufacture of methamphetamines; and
- (d) Any other inappropriate use of a controlled substance.

14. Dwelling Lease. A “dwelling lease” is a written agreement between the Mille Lacs Band of Ojibwe Housing Department and the tenant which governs the tenant’s eligibility and treatment of the home. The dwelling lease also determines which individuals are authorized to reside in the home.

15. Elderly Family Member. An “elderly family member” is any enrolled member of the Mille Lacs Band of Ojibwe over the age of 55 who lives in the same unit where the head-of-household lives.

16. Emergency Housing. “Emergency housing” is the type of housing made available to individuals or families who have no other housing options and who have lost their homes to a fire, a flood, a tornado, or any unforeseen event for which a reasonable person would not be prepared.

17. Fixture. A “fixture” is personal property that is attached to land or a building and that is regarded as an irremovable part of the real property. For purposes of this Policy, fixtures include utility lines and piping; heating and plumbing equipment; pumps and tanks; ranges and refrigerators; and any other piece of equipment purchased by the Band that is necessary to make the home legally inhabitable.

18. Fraud. “Fraud” is the act of deceiving another to act against his or her own interest, but to the benefit of the deceiving party. Fraud may be committed by either:

- (a) A knowing misrepresentation of the truth, or
- (b) A knowing or reckless concealment of a material fact.

19. Full-Time Student. A “full-time student” is any adult enrolled in an accredited college or university who carries a credit load considered to be full-time by the academic institution. Students pursuing a GED are not considered full-time students.
20. Head-of-Household. The “head-of-household” is an adult who signs first on the dwelling lease and accepts all corresponding legal responsibility. The “head-of-household” will have his or her monthly net income used to calculate the monthly rent.
21. Immediate Family Member. An “immediate family member” is the mother, father, brother, sister, husband, wife, son, daughter, or any in-law of the same relationship to a particular individual. Significant others are not considered immediate family members.
22. Long-Term Homeless Family. A “long-term homeless family” is a family that has been either:
- (a) Homeless for a year or more, or
 - (b) Homeless at least 4 times during the previous three years.
23. Major Crime Against Property. A “major crime against property” is a category of crime that, for the purposes of this policy, includes larceny, motor vehicle theft, and any other crime causing damage that reduces the value of the damaged property by more than \$1,000, measured by the cost of repair and replacement.
24. Mandatory Inspection. A “mandatory inspection” is one that is conducted as a last resort when the tenant has refused or failed to cooperate with previously scheduled inspections. The inspection is conducted with or without the tenant’s consent.
25. Minor Crime Against Property. A “minor crime against property” is a category of crime that, for the purposes of this policy, includes shoplifting, vandalism, and any other crime causing

damage that reduces the value of the damaged property by \$1,000 or less, measured by the cost of repair and replacement.

26. Monthly Net Income. Monthly net income is the total monthly income of all adults occupying the unit, minus any qualifying deductions. Monthly income includes wages, per capita payments, elder payments, child support, capital gains, Social Security benefits, disability benefits, and any other financial benefits received on a recurring basis.

27. Near-Homeless Family. A “near-homeless family” is a family that does not have a dwelling of its own, but retains the ability to stay with close family or friends for an extended period of time. “Near-homelessness” exists when a close friend or family member agrees to share his or her home with the distressed family.

28. Normal Wear and Tear. “Normal wear and tear” is the damage caused to a unit or its fixtures due to consistent, non-negligent use by the tenant.

29. Preventative Maintenance. “Preventative maintenance” is maintenance that is regularly performed on equipment or a structure to diminish the likelihood that the structure or equipment will fail to perform properly in the future.

30. Release of Information Form. A “release of information form” is a standard form signed by the tenant that grants the Housing Department permission to access or exchange the tenant’s private information for the following purposes:

- (a) Qualifying for the transitional unit;
- (b) Recertification of the lease;
- (c) Development of the tenant’s case plan;
- (d) Monitoring of the tenant’s case plan; and
- (e) Any other purpose which the Housing Department reasonably deems necessary.

31. Routine Maintenance. “Routine maintenance” is the ordinary maintenance of structures and equipment that have deteriorated through normal wear and tear.
32. Short-Term Homeless Family. A “short-term homeless family” is a family that does not have a dwelling of its own, but retains the ability to stay with close family, friends, or shelters for limited periods of time. “Short-term homelessness” exists when the distressed family’s only housing options are short-term or highly unstable.
33. Temporary Caregiver. A “temporary caregiver” is an adult occupying the tenant’s home for the purpose of caring for one or more of the tenant’s dependents.
34. Visitor. A “visitor” is any occupant of a transitional unit who is not listed on the lease and who does not qualify as a temporary caregiver.

C. ELIGIBILITY

1. Initial Eligibility. The Transitional Housing Program is available to Band families only. Individuals or families not meeting the definition of a Band family do not qualify. Applicants with drug-related convictions may be eligible for a transitional unit if they submit proof of treatment, remain in good standing with probation or parole officers (if either is applicable), and do not commit further drug-related offenses.
2. Application Process. Applicants shall submit applications to the Transitional Housing Coordinator who provides review of the application in accordance with initial eligibility criteria. If an applicant does not qualify for a transitional unit, the Transitional Housing Coordinator shall send the applicant a letter stating the reason why the applicant did not qualify. The Transitional Housing Coordinator shall place approved applicants on the waiting list and notify the approved applicant of his or her place on the list within a reasonable amount of time.

3. Conflict of Interest. In the event that a conflict of interest exists, the Transitional Housing Coordinator shall find another staff member to make the necessary determination. A conflict of interest exists when the applicant is an immediate family member of the Transitional Housing Coordinator.

4. Waiting List. The Transitional Housing Coordinator shall post an updated waiting list during the first week of each month in the Government Center. Vacancies are filled in the following order:

- (a) Long-Term Homeless Families;
- (b) Families in Need of Emergency Housing;
- (c) Short-Term Homeless Families;
- (d) Near-Homeless Families.

The Transitional Housing Coordinator shall classify each applicant into one of the above categories. Within each category, applicants will be served on a first-come, first-serve basis.ⁱ

5. Certification. When a family is next in line on the waiting list, the Housing Department shall notify the prospective head-of-household of his or her opportunity to become certified for a transitional unit. The prospective head-of-household shall have ten business days to express a willingness to proceed in the certification process. To become certified, the prospective head-of-household and his or her family must meet the following requirements:

(a) Family Verification. All persons moving into the transitional unit must constitute a Band family, as defined herein. A Band family is established when either an adult Band member has custody of an Anishinaabe child, or when a non-Band member adult has custody and is the biological parent of a Band member child.ⁱⁱ

(b) Income Verification. All adults living in the transitional unit must verify their income and place of employment with the Transitional Housing Coordinator.

(c) Release of Information. The prospective head-of-household and spouse or significant other, if applicable, must execute a release of information form. The release authorizes any federal, state, local, or tribal agency to release to the Housing Department any such information as the Department reasonably deems necessary. The Housing Department may use the information obtained pursuant to this release for the limited purpose of administering the Transitional Housing Program. The Housing Department may not use the information for any other purpose, unless authorized by the applicant or mandated by applicable law.

(d) Recertification. The Housing Department shall recertify each family participating in the Transitional Housing Program at least once every 90 days. The case manager shall use all appropriate means of communication to schedule a recertification appointment with the head-of-household. Tenants are obligated to comply with this process and update their case manager of any change in income or family composition. Failure to comply may result in a lease violation.

6. Disqualifying Factors. Applicants may be disqualified from the Transitional Housing Program for any of the following reasons:

(a) Fraud. The Housing Department may choose not to approve an application for any family of which one of the applying members has committed fraud against the Housing Department. This admonition applies whether the member committed fraud as an applicant, accessory, or participant.

(b) Drug-Related Criminal Activity. The Transitional Housing Coordinator may choose not to approve an application for any family of which one of the applying members has

committed one or more drug offenses. The Housing Department shall use the following guidelines when determining how long the individual in question should be disqualified:

- (1) Controlled Substance Crime in the Fifth Degree – 1 year;
- (2) Possession of Substances with Intent to Manufacture – 2 years;
- (3) Controlled Substance Crime in the Fourth Degree – 2 years;
- (4) Controlled Substance Crime in the Third Degree – 3 years;
- (5) Controlled Substance Crime in the Second Degree – 4 years;
- (6) Controlled Substance Crime in the First Degree – 7 years;
- (7) Importation of Controlled Substances Across State Borders – 8 years.

(c) History of Criminal Activity. The Transitional Housing Coordinator may choose not to approve an application for any family of which one of the applying members has a documented history of engaging in criminal activity. The Transitional Housing Coordinator shall use the following guidelines when determining how long the family should be disqualified.

- (1) Minor Crime Against Property – 1 year (or until damage is recompensed);
- (2) Forgery of Checks – 1 year;
- (3) Assault on Person (Third Degree) – 2 years;
- (4) Major Crime Against Property – 3 years (or until damage is recompensed);
- (5) Burglary – 3 years;
- (6) False Imprisonment – 3 years;
- (7) Assault on Person (Second Degree) – 5 years;
- (8) Kidnapping – 5 years;
- (9) Manslaughter (Second Degree) – 5 years;
- (10) Criminal Sexual Conduct – 5 years;

- (11) Assault on Person (First Degree) – 7 years;
- (12) Arson – 10 years;
- (13) Manslaughter (First Degree) – 10 years;
- (14) Registered Sex Offender – Life;
- (15) Arson (Band Property) – Life;
- (16) Homicide (All Degrees) – Life;

(d) Fairness. The Transitional Housing Coordinator must explain his or her decision in writing if the decision is made to waive or veer from any of the guidelines outlined in this section. The Transitional Housing Coordinator must retain all written decisions in a binder and reference previous decisions before issuing another. Decisions must be consistent, equitable, and fair to all tenants.

D. CALCULATION OF RENT AND FAMILY SUPPORT FUND

1. Rent. Monthly rent shall be \$200 or 30 percent of monthly net income, whichever is higher. Tenants shall receive a ten percent discount if they opt to make automatic rent payments from their per capita income. Rent is due on the tenth day of each month and will be considered late if received on the 11th day or later. Tenants may receive up to one lease violation at any given time if they are behind in their rent payments.

2. Monthly Net Income. Monthly net income is determined as follows, providing a maximum of one deduction per family member:

- (a) Calculate the total monthly net income of all adults that will be occupying the unit.
- (b) Deduct \$480 from this total for each dependent younger than eighteen (18) and for each full-time student.
- (c) Deduct \$400 for each dependent adult or elderly family member living in the unit.

(d) The resulting total is the monthly net income.

3. Family Support Fund. Every tenant participating in the Transitional Housing Program has the opportunity to establish a family support fund managed and operated by the Housing Department.

(a) Accrual. Each participating tenant's fund shall accrue each time the tenant makes a monthly rent payment. The fund shall accrue at a rate of 20 percent of the monthly rent payment, provided that the tenant makes the payment in full and in a timely manner.ⁱⁱⁱ

(b) Disbursement. In order to receive funds from the family support fund, the tenant must first move out of the transitional unit; tenants may not, under any circumstances, receive these funds prior to their move-out inspections. Upon moving out, tenants shall be entitled to the full amount of money that has accrued in the family support fund.

(c) No Garnishment. To encourage saving, the family support fund shall be protected and exempted from any type of court-ordered garnishment. Further, the Housing Department may not withdraw money from the family support fund to satisfy any unpaid rent or work orders incurred by the tenant during his or her time in the Transitional Housing Program.

E. LEASING PROCESS

1. Dwelling Lease. Each tenant shall enter into a dwelling lease with the Housing Department prior to move-in. The Housing Department shall retain the original copy of the lease in the tenant's case file and shall provide a second copy to the tenant. The Housing Department shall otherwise ensure that the dwelling lease remain current at all times.

2. Terms and Conditions. The Housing Department may include whatever terms and conditions in the dwelling lease that the Department reasonably deems necessary to protect its

interest in the transitional unit. At a minimum, the following terms and conditions shall be included in the dwelling lease:

(a) Family Composition. The only authorized occupants who may reside in the transitional unit are members of the Band family for whom the lease was approved;

(b) Maintenance. The Housing Department shall maintain the home, such that the home remains in compliance with all applicable housing codes;

(c) Lease Termination. The Housing Department may terminate the lease for serious or repeated violations of the terms and conditions of the lease, this Policy, the Mille Lacs Band of Ojibwe Occupancy Policy, or any other applicable law, provided that the Housing Department has provided sufficient notice to the tenant as required by the Occupancy Policy;

(d) Transparency. Upon request, the Housing Department shall allow the tenant to examine any relevant documents, records, or regulations directly related to any eviction or termination; and

(e) No Pets. Tenant shall not allow pets inside the home, unless the pet is a licensed service pet.

3. Modification. If the Housing Department agrees to modify or waive any provision of the dwelling lease, such written modification shall be:

(a) Signed by the Transitional Housing Coordinator;

(b) Signed by the head-of-household; and

(c) Attached to the original dwelling lease.

In the event that an original signatory to the dwelling lease ceases to be an occupant, the Housing Department may require execution of a new dwelling lease by the remaining occupants, provided that the remaining occupants continue to qualify as a Band family. If the new head-of-

household chooses to add another adult to the dwelling lease, that adult must submit to a background check and provide income verification in accordance with this Policy. The rent payment may change as a result.

4. Principal Residency and Non-Abandonment. Sub-letting is prohibited. Further, tenants shall not leave transitional units unoccupied for a period of seven or more days without first providing notice to the Transitional Housing Coordinator. Violation of these requirements shall be grounds for immediate lease termination or eviction.

5. Approved Absences. Case managers shall have the discretion under extreme circumstances to approve tenant absences from the transitional unit without issuing a lease violation for abandonment. Such decisions shall be made on a case-by-case basis, but must be consistent and fair to all tenants. Such extreme circumstances shall include:

(a) Incarceration for an offense that was previously known to the case manager and does not violate the tenant's lease;

(b) Time spent at an alcohol or controlled substance treatment facility;

(c) Need of an immediate family member for in-home care by the tenant; and

(d) Any other circumstances exist for which the tenant's absence is substantially justified by tribal law or custom.

6. Temporary Caregivers. In the event that a temporary caregiver is required for child care during an approved absence by the tenant, the caregiver is subject to the certification process outlined within this Policy. Temporary caregivers are allowed to reside in the transitional unit for as long as the tenant's absence has been approved.

7. Visitors. Tenants may allow visitors into their transitional units for up to five days without providing notice to their case managers. If a visitor stays for any longer than five days,

the tenant is required to notify his or her case manager and provide an estimate of the visitor's length of stay. Provided that the tenant has given such notice to the case manager, the Transitional Housing Coordinator may extend the visitor's stay up to 15 days. To stay any longer, the visitor must agree and submit to a criminal background check in accordance with this Policy. If the Housing Department approves of the background check results, the Transitional Housing Coordinator may extend the visitor's stay up to a maximum period of 30 days without modifying the lease.

F. CASE MANAGEMENT

1. Case Plans. All tenants must undergo an evaluation for the purposes of establishing a case plan. The evaluation must be conducted by the Transitional Housing Coordinator or case manager. Evaluations shall be conducted with assistance from the Mille Lacs Band Health and Human Services and any other necessary government departments. Case plans shall:

- (a) Identify and prioritize barriers that prevent the tenant from achieving self-sufficiency;
- (b) Establish goals that, if met, will remove the tenant's barriers to self-sufficiency;
- (c) Monitor the tenant's progress toward goal achievement by way of a timeline;
- (d) Address treatment for drug or alcohol abuse, if either is relevant;
- (e) Be written in the form of an agreement between the case manager and the tenant;
- (f) Be signed by both the case manager and the tenant; and
- (g) Be properly filed and maintained by the case manager.

2. Timeline. Case plans must be established within 30 days of move-in. If a case plan has not been established within the first 30 days as the result of tenant inaction, the tenant shall be subject to a lease violation.

3. Services. As part of their case plans, tenants may be referred to the following services at a minimum:

- (a) General health and dental services;
- (b) Substance abuse;
- (c) Family counseling;
- (d) Mental health counseling; or
- (e) Vocational training through the Department of Labor.

4. Case Managers. Case managers are pivotal to the success of the Transitional Housing Program. Case managers must make a good-faith effort to establish a positive working relationship with all tenants. Case managers shall further:

- (a) Maintain tenant confidentiality;
- (b) Treat all tenants the same regardless of the tenant's family name, relationship to the case manager (familial or otherwise), or the tenant's status or reputation within the community;
- (c) Establish the tenant's case plan and amend the case plan as needed;
- (d) Administer all relevant paperwork to include the tenant's dwelling lease, case plan, and any evidence that would reasonably support lease violations;
- (e) Conduct inspections in accordance with the Occupancy Policy, this Policy, and the tenant's dwelling lease;
- (f) Maintain communications with tenants on a regular basis;
- (g) Administer lease violations as required by the Occupancy Policy, the Rental Admission Policy, this Policy, the dwelling lease, and any other applicable law or statute; and
- (h) Promptly report lease violations to the Housing Director.

5. Appointment of New Case Manager. Tenants may file a written request to the Housing Director for the appointment of a new case manager. The Housing Director shall grant the tenant's request only if the tenant has established by a preponderance of the evidence that the case manager has either:

(a) Failed to make a good-faith effort to establish a positive working relationship with the tenant;

(b) Discriminated against the tenant on the basis of sex, gender, race, religion, sexual orientation, disability, family name, reputation, or any other protected classification as determined by tribal law or custom;

(c) Failed to perform his or her job duties in a satisfactory manner; or

(d) Engaged in any other egregious conduct, to include violations of the Mille Lacs Band of Ojibwe Employee Policies and Procedures.

6. Appeal. If the Housing Director denies the tenant's request for a new case manager, the tenant may utilize the Mille Lacs Band of Ojibwe Housing Department Grievance Policy and Procedure to appeal the Director's decision.

G. INSPECTIONS

1. General. Inspections are important for the Housing Department to determine whether tenants are complying with the Occupancy Policy, the dwelling lease, and all maintenance and replacement responsibilities. For this reason, tenants must make a good-faith effort to comply with inspections.

2. Initial Inspection. An initial inspection is required prior to tenant move-in. Tenants shall not be permitted to occupy a transitional unit until the unit is suitable for such occupancy. The initial inspection shall be conducted with the head-of-household and a representative from the

Housing Department. The representative from the Housing Department shall read the inspection checklist out loud to the head-of-household while the inspection is being conducted. Tenants may take photographs of the home or make other such records about the state of the home prior to move-in.

3. Follow-Up Inspections. Once the initial inspection is complete, tenants will be subject to six follow-up inspections conducted on a weekly basis. The Transitional Housing Coordinator shall provide the tenant with a copy of the six-week inspection schedule immediately after completion of the initial inspection. If the tenant successfully completes all six inspections with no major issues, the next six inspections shall be conducted on a bi-weekly basis. If the tenant successfully completes all six bi-weekly inspections, inspections shall thereafter be conducted on a monthly basis.

4. Interim Inspections. If any inspection reveals deficiencies in the tenant's care or maintenance of the transitional unit, the Housing Department may schedule one or more interim inspections. If an interim inspection reveals inadequate care of the unit, the tenant shall be advised of the breach and may receive a lease violation.

5. Move-Out Inspection. When a tenant's move-out date is known, the Transitional Housing Coordinator shall request that the tenant schedule a final inspection to coincide with his or her move-out. The final inspection shall be conducted no later than three days after move-out. The Transitional Housing Coordinator shall make reasonable efforts to allow the head-of-household to be present for the inspection.

6. Compliance. To ensure tenant compliance, approved staff or inspectors shall abide by the following procedures:

(a) Case managers shall provide tenants with 7 days notice prior to conducting any regular inspection. If triggered, mandatory inspections require only 48-hour notice.

(b) Case managers shall permit tenants to reschedule inspections. However, if the tenant cancels the same day that the inspection is to be conducted, subsections (c) through (f) of this section apply.

(c) If an inspection is scheduled with sufficient seven-day notice and the tenant either fails to answer the door or cancels the same day of the scheduled inspection, then the case manager shall document the failed inspection and reschedule for another date, making sure to provide sufficient notice to the tenant.

(d) If the second inspection is scheduled with sufficient seven-day notice and the tenant either fails to answer the door or cancels the same day of the scheduled inspection, then the case manager shall notify the Housing Director of both the first and the second failed inspections. The case manager shall then reschedule and inform the tenant that the third inspection will be a mandatory. This means that the inspection will be conducted regardless of approval or acquiescence by the tenant. The tenant may also receive a lease violation. Mandatory inspections may not be conducted without 48-hour notice.

(e) If the case manager or other inspector feels unsafe entering a tenant's home to conduct an inspection, he or she may request the presence of a tribal police officer. If the tenant has failed to allow two consecutive inspections, tribal police officers may participate in the third inspection regardless of whether the case manager or inspector feels unsafe.

(f) Once an inspection has been conducted, the case manager shall not count tenant cancellations of previous inspections for the purposes of conducting a mandatory inspection.

H. MAINTENANCE

1. Routine Maintenance. Routine maintenance is the responsibility of the Housing Department. If a structure or piece of equipment is degraded due to normal wear and tear, the Housing Department will make the appropriate repair or replacement. If tenants prefer to make routine maintenance repairs themselves, they may do so only with prior approval from the case manager.

2. Preventative Maintenance. Preventative maintenance is the responsibility of both the Housing Department and the tenant. Tenants are responsible to make a good-faith effort to inspect and maintain all aspects of their home and should report all deficiencies in a timely manner. The Housing Department shall be responsible for the following:

- (a) Timely inspections in accordance with all applicable Mille Lacs Band policies;
- (b) Checking for fire safety and fire detection equipment;
- (c) Inspecting, adjusting, and cleaning heating and cooling systems such as furnaces, ranges, hot water heaters, refrigerators, and air conditioners;
- (d) Inspecting and repairing plumbing systems and fixtures;
- (e) Apply caulking to bath tubs, window frames, and exterior door frames;
- (f) Correcting drainage deficiencies;
- (g) Inspecting and pumping septic systems; and
- (h) Identifying, inspecting, and repairing all parts of the transitional unit that could

foreseeably create an electrical hazard.

3. Maintenance Charges. When the Housing Department performs routine or preventative maintenance, tenants are not responsible to pay for any repair costs. If the Housing Department makes repairs that are not preventative in nature and are not due to ordinary wear and tear, tenants are responsible to pay for the cost of repair materials. Labor shall be charged based on a

standard work rate for various projects as established by the Department of Community Development.^{iv} Tenants may use the Grievance Policy to contest maintenance charges.

4. Maintenance Orientation. Prior to move-in, all tenants are required to attend a four-hour training session on home maintenance presented by the Housing Department. This class must be presented in person and not by video. The Housing Department shall issue a certification to all tenants who have completed the training; a second copy of the certification shall be maintained in the tenant's file.

5. Board-Up Policy. To protect the tenant's personal property, the Housing Department is often called upon to board up the tenant's transitional unit. The Housing Department may board up a tenant's unit under any of the following circumstances:

(a) The tenant has abandoned the unit;

(b) The head-of-household (or his or her declared representative) has requested that the unit be boarded up and there is no other person on the lease who continues to reside at the unit;
or

(c) The Housing Department reasonably makes the determination that boarding up the transitional unit is in the best interest of protecting the tenant's personal property.

6. Insurance Claims. The Housing Department shall notify its insurance provider if and when it has knowledge that a condition exists in any transitional housing unit which would justify the filing of an insurance claim.

7. Liability. The Housing Department shall not be held legally responsible for any negligent, reckless, knowing, or willful behavior by the tenant.

I. LEASE VIOLATIONS AND TERMINATION

1. Violations. The following breaches shall be considered grounds for the issuance of a lease violation and may result in an eviction:

- (a) Failure to maintain the unit;
- (b) Abandonment;
- (c) Unauthorized occupant(s);
- (d) Failure to keep rent payments current;
- (e) Infliction of major damage to the unit or surrounding property;
- (f) Drug use or the active support of drug use by another person within the unit;
- (g) Confirmed gang activity within the unit;
- (h) Violation of any applicable noise ordinance;
- (i) Unauthorized pet(s);
- (j) Failure to abide by case plan;
- (k) Cancellation or refusal to allow inspections on two consecutive occasions without providing sufficient notice to Housing Department staff;
- (l) Any conduct committed by a guest within the unit that, if done by the tenant, would be grounds for a lease violation; and
- (m) Any other material lease violation that would reasonably serve as grounds for eviction.

2. Curing a Lease Violation. Pursuant to the Occupancy Policy, the Housing Department may evict any tenant who records three lease violations within the one-year lease period. Tenants in the Transitional Housing Program have the opportunity to remove lease violations from their records by attending various community and cultural events. Each event has a pre-determined number of points attached to it. The tenant must obtain ten points to cure a lease violation. Points

will not be recognized without a signed certificate from an authorized official who has been granted signature authority by the Transitional Housing Coordinator. For the authorizing official's signature to be valid, he or she must also have direct, personal knowledge of the tenant's attendance at the event in question.

3. Community and Cultural Events. Tenants with lease violations may cure them by attending the following community and cultural events. The corresponding point totals are also listed.

Event	Number of Points
Alcoholics/Narcotics Anonymous	1/session
Big Drum Ceremony	1/session
District 1 Cultural Grounds	1/hr
Department of Labor Training	1/hr
Elder Traditional Counseling	1/hr
Language Table	1/hr
Monthly Community Meeting	1/session
Neighbors Helping Neighbors	1/hr
Open Gym	1/session
Rutledge/Immersion Grounds	1/hr
Sobriety Feast	1/session
Wellness	1/session
Wood Cutting	1/hr

4. Evictions. Notwithstanding any applicable provisions of this Policy, all evictions shall be conducted in accordance with the Occupancy Policy.

ⁱ For example, if there are three long-term homeless families, these three families will receive priority over all other applicants. Among the three long-term homeless families, the first to apply will be ranked first on the waiting list.

ⁱⁱ If the applying adult is a Band member, the child need only meet this policy's definition of "Anishinaabe child." However, if the applying adult is not a Band member, there must be at least one Band member child in the family. The applying adult must be both the biological parent and have custody of the Band member child.

ⁱⁱⁱ If the monthly rent is \$200, the tenant must pay the full \$200 in order for \$40 to be committed toward the fund. If the tenant pays less than the required \$200, no money shall be committed toward the fund.

^{iv} For example, the standard work rate may be two man-hours for a broken window and four man-hours for a broken garage door.