



Title 6. Property and Land – Chapter 611

LANDLORD-TENANT

Rule # 4 – Income Based Rent to Own Program Eligibility, Selection and Other Requirements

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4.1. Purpose and Delegation

4.1-1. *Purpose.* The purpose of this rule is to provide additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division's income-based homeownership program. The mission of the income-based homeownership program is to offer Tribal members homeownership opportunities without requiring credit checks or down payments which offers payment plans that may include federal subsidy, is free of interest, and with payment amounts based on household income. It is always the Comprehensive Housing Division's policy to develop, maintain, and operate affordable housing in safe, sanitary and healthy environments within the reservation.

4.1-2. *Delegation.* The Landlord-Tenant law delegated the Comprehensive Housing Division and Land Commission joint rulemaking authority pursuant to the Administrative Rulemaking law. However that delegation excluded the Land Commission from having joint authority where the rules relate solely to premises administered pursuant to federal funding. Accordingly, the Comprehensive Housing Division has sole rulemaking authority for these rules.

4.2. Adoption and Authority

4.2-1. This rule was adopted by the Comprehensive Housing Division in accordance with the procedures of the Administrative Rulemaking law.

4.2-2. This rule may be amended or repealed by the approval of the Comprehensive Housing Division pursuant to the procedures set out in the Administrative Rulemaking law.

4.2-3. Should a provision of this rule or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this rule which are considered to have legal force without the invalid portions.

4.2-4. In the event of a conflict between a provision of this rule and a provision of another rule, internal policy, procedure or other regulation, the provisions of this rule control.

4.2-5. This rule supersedes all prior rules, regulations, internal policies or other requirements relating to the Landlord-Tenant law, provided that tenants are currently subject to the Mutual Help Agreement shall remain subject to the Mutual Help Agreement with this rule applying to all future rent-to-own agreements entered into by the Comprehensive Housing Division.

4.3. Definitions

4.3-1. This section governs the definitions of words and phrases used within this rule. All words not defined herein are to be used in their ordinary and everyday sense.

- (a) “Comprehensive Housing Division” means the entity responsible for housing matters specifically related to rent-to-own agreements as defined by Oneida Business Committee Resolution.¹
- (b) “Household” means all persons residing at the premises.
- (c) “HUD” means the United States Department of Housing and Urban Development.
- (b) “Landlord” means the Nation in its capacity to rent real property subject to a rental agreement.
- (c) “Nation” means the Oneida Nation.
- (d) “Premises” means the property covered by a rent-to-own agreement, including not only the real property and fixtures, but also any personal property furnished by the landlord pursuant to a rental agreement.
- (e) “Rent-to-Own Agreement” means a written contract between a landlord and a tenant, whereby the tenant is granted the right to use or occupy the premises for a residential purpose.
- (f) “Tenant” means the person granted the right to use or occupy a premise pursuant to a rental agreement.
- (g) “Tribal member” means an enrolled member of the Nation.

4.4. Eligibility Requirements

4.4-1. *Tribal Member Status.* At least one (1) of the heads of household required to sign the rent-to-own agreement is required to be a Tribal member. Comprehensive Housing Division staff shall verify enrollment status by either requiring a copy of the Tribal Identification Card or requesting verification from the Trust Enrollment Department.

4.4-2. *Dependent Minor.* In order to be eligible there must be a minimum of one (1) minor in the household composition that is a full-time dependent of a head of household at the time of application.

4.4-3. *Maximum Income.* Pursuant to NAHASDA, in order to be eligible for an income-based rent-to-own agreement, the household must qualify as low income at the time of initial occupancy. In order to qualify as low-income, applicants’ household income may not exceed eighty percent (80%) of the regional gross annual income based on the data from Outagamie County.² For the purposes of this section, gross annual income is all income from any and all sources of income from all adult members of the household anticipated to be received in an upcoming twelve (12) month period unless specifically excluded from income in this section. Applicants shall provide Comprehensive Housing Division staff written verification of income.

(a) For purposes of calculating income to determine eligibility, the Comprehensive Housing Division staff shall include per capita payments to the extent that receipt of per capita payment may be verified for the prior year based on the tax return.

(b) For the purpose of calculating income to determine eligibility, the Comprehensive Housing Division staff shall include in annual income gross income from household

¹ See BC Resolution 10-12-16-D providing that for purposes of the Landlord-Tenant law, the Comprehensive Housing Division means the Division of Land Management for general rental agreements, the Oneida Housing Authority for income-based rental agreements and Elder Services for rental agreements through the Elder Services program.

² Pursuant to resolution BC-01-25-12-A, Outagamie County is designated as the data source for collecting regional gross income for determining low-income housing eligibility because the income in that area is generally higher than Brown County’s and results in more persons being eligible based on the income requirements.

assets where net household assets are defined in accordance with 24 CFR 5.603.³

(b) For purposes of calculating income to determine eligibility, the Comprehensive Housing Division staff may not include the following:

- (1) Income from employment of any household minors;
- (2) Payments received for the care of foster children and/or handicapped/mentally incompetent adults;
- (3) Lump-sum additions to household assets including, but not limited to, inheritances, insurance payments, capital gains, and settlements for personal and/or property losses, excluding payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation, and severance pay, which are included in income;
- (4) Amounts received by the household that is specifically for, or in reimbursement of, the cost of medical expenses for any member of the household;
- (5) Income of a live-in medical aide;
- (6) Any amounts received as student financial assistance;
- (7) Income of any adult household members that are students, other than the head of household, in excess of \$480 annually; the first \$480 of annual income received by an adult student household member shall be included as income;
- (8) Payments made to any member of the household serving in the armed forces for exposure to hostile fire;
- (9) Amounts received under training programs funded by HUD;
- (10) Amounts received by persons with disabilities, which amounts are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because such amounts are set aside for use under a Plan for Achieving Self-Support;
- (11) Temporary, nonrecurring and/or sporadic income (including gifts);
- (12) Adoption assistance payments that exceed \$480 annually; the first \$480 of annual adoption assistance payments shall be included as income;
- (13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
- (14) Amounts paid by a state agency to a member of the household with a developmental disability to offset the cost of services and/or equipment needed to keep the developmentally disabled member living in the household; and
- (15) Amounts specifically excluded from income by any applicable federal statute and/or regulation, specifically those identified in the Federal Register.⁴

4.4-4. *Minimum Income.* Applicants shall have a minimum income of \$30,000 at the time of application.

4.4-5. *Outstanding Debts.* Applicants for a rental agreement may not have a past due balance greater than two hundred dollars (\$200) owed to any utility provider and may not have any prior debt owed to the Comprehensive Housing Division.

4.4-6. *Prior Comprehensive Housing Division Eviction.* Applicants that have had a rental agreement with the Comprehensive Housing Division subject to an eviction and termination

³ See HUD Occupancy Handbook, Exhibit 5-2: Assets.

⁴ The most recent notice of federally required exclusions was published on December 14, 2012 and can be found in the Federal Register at 77 FR 74495.

within two (2) years from the date of the application are not eligible to participate in the income-based rent-to-own program.

4.4-7. *Criminal Convictions.* Applicants with any of the following types of convictions are not eligible for participation in the rent-to-own program, provided that the Pardon and Forgiveness law may provide an exception to the conditions contained in this section:

- (a) A drug conviction within three (3) years from the date of application;
- (b) A felony conviction within five (5) years from the date of application; and/or
- (c) A criminal conviction based upon an act of violence within two (2) years from the date of the application.

4.4-8. *Homeowner Status.* Applicants that are current homeowners are not eligible for participation in the income-based rent-to-own program.

4.4-9. *Current Comprehensive Housing Division Tenants.* Applicants that are current tenants of the Comprehensive Housing Division are required to be in compliance with the rental program agreement and any accompanying rules in order to be eligible for participation in the income-based rent-to-own program.

4.5. Application Process and Wait List

4.5-1. *Applying.* Persons wishing to participate in the income-based rent-to-own program shall complete the Comprehensive Housing Division rent-to-own agreement application and any other accompanying forms required based on the income-based program eligibility requirements. The Comprehensive Housing Division staff may not consider any applications for selection and/or placement on the wait list until the application and all accompanying forms are complete. Upon receipt of a completed application, including all supplementary forms, Comprehensive Housing Division staff shall date and time stamp the application. If, regardless of a complete application submittal, additional information is required to determine eligibility, the Comprehensive Housing Division staff shall request such information and maintain the application submittal date provided that the applicant responds to the information requests in a reasonably timely fashion.

(a) *Household Composition Form.* The Comprehensive Housing Division staff shall require applicants to the income-based homeownership program to complete a Household Composition Form which provides the full name, age and date of birth of each person contemplated to reside in the home. In order to verify such information, the Comprehensive Housing Division staff shall require that applicants submit the following with the Household Composition Form:

- (1) Copies of social security cards for each person contemplated to reside in the home, provided that for newly born babies that have not yet been issued a social security card a birth certificate is sufficient;
- (2) A copy of a picture identification card for each adult contemplated to reside in the home;
- (3) If any adults in the home are enrolled in post-secondary education, verification of enrollment in the form of a financial aid award letter or other documentation directly from the school; and
- (4) If an adult in the household is the custodial parent/guardian of a minor, a copy of the court documents which awarded such placement.

(b) *Household Size/Needs.* At the time of application, the applicant shall indicate what size home they require: two (2) bedrooms; three (3) bedrooms; four (4) bedrooms; five (5) bedrooms and/or handicap accessibility.

(c) *Background Checks.* In order to ensure compliance with the eligibility requirements of the Landlord-Tenant law and these rules, Comprehensive Housing Division staff shall perform a background check on each adult in the household. Household adults are also subject to annual background checks upon the annual update pursuant to 4.8-5 and as may be determined to be necessary by the Comprehensive Housing Division staff to maintain the safety of the community.

4.5-2. *Notification of Eligibility, Placement on the Wait List.* When Comprehensive Housing Division staff completes its review of an application and determines the applicant(s) is eligible for the rent-to-own program, the staff shall determine whether there is a wait list for the rent-to-own program for the home size needed by the applicant.

(a) If there is a wait list established for the home size needed by the applicant, Comprehensive Housing Division staff shall place the applicant on the wait list based on the date and time stamp of the application. At such time, Comprehensive Housing Division staff shall provide the applicant with notice of their placement on the wait list and the requirement to update their application should anything change prior to a home becoming available. An applicant may request to be removed from the wait list at any time.

(b) If there is not a wait list established and there are homes available, move to the tenant selection process provided in section 4.6.

4.5-3. *Notification of Ineligibility.* If review of a complete submitted application reveals that an applicant is ineligible to participate in the rent-to-own program based on the Landlord-Tenant law and/or rules, the Comprehensive Housing Division staff shall notify the applicant of the cause of the ineligibility and how the applicant may become eligible in the future. At such time, Comprehensive Housing Division staff shall also inform the applicant of other housing opportunities offered by the Nation for which the applicant may be eligible, if applicable.

4.5-4. *Required Application Updates.* Applicants on the wait list are required to update the application, at a minimum, annually, but also whenever information submitted on the application has changed. Applicants that fail to complete the application update within the allotted timeframe will be removed from the wait list and required to re-apply for future consideration absent proof of extenuating circumstances, for which Comprehensive Housing Division staff may provide a grace period of a maximum of ten (10) calendar days. Should an updated application reveal that an applicant has become ineligible for the rent-to-own program, Comprehensive Housing Division staff shall remove the applicant from the wait list and provide the applicant notice of the cause for ineligibility.

4.6. Tenant Selection

4.6-1. *Available Rent-to-Own Homes.* When a rent-to-own home becomes available, the Comprehensive Housing Division staff shall preliminarily select a tenant based on the first applicant on the wait list for the available home size.

4.6-2. *Notice of Tenant Selection.* When an applicant is selected for a unit in accordance with this section, the Comprehensive Housing Division staff shall provide the applicant with notice of tenant selection. The notice, at a minimum, shall include the address of the home, the estimated monthly payment required (based on the applicant's reported income), and a requirement that the applicant respond within fifteen (15) calendar days to accept/reject the home on a rent-to-own basis.

(a) *Failure to Respond or Rejecting a Home.* If a home is rejected for any reason other

than that the applicant would like to wait for a different home to become available, or, if the applicant fails to respond to the notice, Comprehensive Housing Division staff shall remove the applicant from the wait list. For applicants that reject a home in order to wait for a different home to become available on a rent-to-own basis, Comprehensive Housing Division staff shall replace applicant on the waitlist in their same spot.

(b) *Accepting a Rental Premise.*

(1) *Timeframe for Completing the Rent-to-Own Agreement and Taking Occupancy.* Applicants that have accepted a home from the rent-to-own program have five (5) calendar days from the date the home is move-in ready to:

(A) Reconfirm that they remain eligible for the rent-to-own program;

(B) Pay the first month's payment; and

(C) Execute the rent-to-own agreement and all required supplemental forms, provided that the agreement may not be executed until (A) and (B) are complete.

(2) *Taking Occupancy.* The Comprehensive Housing Division shall provide the tenant with keys to the home upon execution of the rent-to-own agreement. As such time, the Comprehensive Housing Division staff shall provide the tenant with a check-in sheet and notice the tenant that he/she has seven (7) calendar days from the date the tenant takes occupancy to complete the check-in sheet and submit it to the Comprehensive Housing Division.

4.7. Rent-to-Own Loans

4.7-1. *Rent-to-Own Loans.* The Comprehensive Housing Division shall require tenants in the rent-to-own program to make monthly payments towards the principal of their loan as documented in the rent-to-own agreement. A rent-to-own loan provides that title to the premise remains in the Comprehensive Housing Division's name until the tenant has, in combination with federal subsidies, paid the principal in full, at which time title to the premise is conveyed to the tenant and the tenant thereby becomes a homeowner. At the time of conveyance to the homeowner, the Comprehensive Housing Division shall refer to homeowner to the Division of Land Management to secure a residential lease for the land upon which the home is located.

4.7-2. *Rent-to-Own Payments.* Rent-to-Own payments are allocated one hundred percent (100%) towards the principal; there is no interest assessed on a rent-to-own loan. The Comprehensive Housing Division staff shall set the household's required monthly principle payment based on the household's income in accordance with the following:

(a) *Payment Amount.* The household's principal payment responsibility must be between fifteen percent (15%) and thirty percent (30%) of the household's adjusted gross income based on the income calculation requirements provided in section 4.4-3. Principal payments may not exceed the fair market rents of the subject premise as determined by the data for Outagamie County. The tenant shall select a payment plan based on fifteen percent (15%), twenty (20%), twenty-five percent (25%) or thirty percent (30%) of the household's adjusted gross income. Once selected, a payment plan may not be modified, provided that at any time the tenant may pay more towards the principal than what is required by the payment plan. Adjusted gross income means the annual household income remaining after the Comprehensive Housing Division staff applies the following deductions:

(1) *Dependent Deduction.* A deduction of \$480.00 from annual income for each

household minor dependent or adult dependent where the adult dependent is either a full-time student or a person with disabilities.

(2) *Elder and/or Disabled Deduction.* A total deduction of \$400.00 from annual income for a household in which:

(A) A household member is sixty-two (62) years of age or older; and/or

(B) A household member is a person with a disability.

(3) *Medical and Attendant Expenses.* For a household qualifying under 2.7-2(a)(2), a deduction for medical expenses⁵ that are in excess of three percent (3%) of annual income and all expenses for live-in periodic attendant care assistance or apparatus to the extent necessary to enable a member of the family to be employed.

(4) *Child Care Expenses.* A deduction for reasonable child care expenses from annual income if the child care:

(A) Enables an adult household member to seek employment activity, be gainfully employed, or further his/her education; and

(B) Expenses are not reimbursed.

(5) *Child Support for a Household Minor.* A deduction for the full amount of child support paid by a household member for a household minor (i.e. when the parent paying child support lives in the same household as the child for which the parent is paying child support).

(6) *Earned Income of Minors.* A deduction in the amount of any earned income of any minor household member.

(7) *Travel Expenses for Employment or Education-Related Travel.* A maximum deduction of \$25.00 per week for travel expenses for employment or education related travel.

(b) *Administrative Fee.* The Comprehensive Housing Division shall assess a monthly administrative fee of one hundred dollars (\$100.00) per month in addition to any required principal payment.

(d) *Federal Subsidy.* The Comprehensive Housing Division staff shall subsidize the tenant's monthly payment responsibilities based on thirty percent (30%) of the assessed value of the home.

(e) *Loan Duration.* Based on the payment plan selected by the tenant, the Comprehensive Housing Division shall calculate the loan duration based on the number of months required to satisfy the principal in full, less the amount of the federal subsidy.

4.7-3. *Financial Hardship Recovery Agreements.* Should an adjustment to the tenant's income result in the required monthly principal payment exceeding thirty percent (30%) of the household's monthly gross income, the household becomes eligible for a financial hardship recovery agreement. Such agreements will adjust the required monthly principal payment to a manageable amount and may also adjust home improvement loan required payments, provided that the administrative fee may not be waived in any circumstance. Upon entering a financial hardship recovery agreement, the rent-to-own agreement and, if applicable, the home improvement loan, shall be amended to extend the loan duration based on the timeframe required to repay the total amount of the difference between the agreement payment required by the tenant selected payment plan and the adjusted payments.

(a) *Financial Hardship Recovery Agreement Duration.* Financial Hardship Recovery

⁵ Medical expenses are those identified in Title VII, Section IV of NAHASDA.

agreements shall be between a minimum of six (6) months and a maximum of twelve (12) months in duration. Any financial hardship recovery agreement entered for less than the maximum of a twelve (12) month period may be extended, provided that such extension may not cause the total agreement duration to exceed twelve (12) months. The rent-to-own loan duration shall be extended based on the timeframe required to repay the total amount of the difference between the rent-to-own agreement payment required by the tenant selected payment plan and the adjusted payments.

(b) *Maximum Hardship Recovery Agreements.* Throughout the life of the loan, a tenant is eligible for a maximum of three (3) financial hardship recovery agreements, provided that tenants are not eligible for a new financial hardship recovery agreement until one (1) year has lapsed since the prior financial hardship recovery agreement expired, including any amendments thereof.

(c) *Inability to Pay Following a Financial Hardship Recovery Agreement.* In the event a household is not able to recover within the agreement period and is not able to begin making full payments based on the tenant selected payment plan in the rent-to-own agreement, the Comprehensive Housing Division shall initiate eviction and termination proceedings. In the event of eviction and termination, the amounts paid by tenant into the loan are forfeited to the Comprehensive Housing Division as rent compensation for the tenancy. Any damages to the home may be assessed against the tenant as part of the eviction and termination proceeding.

4.7-4. *Home Improvement Loan.* Tenants are encouraged to maintain savings to cover any unanticipated housing related repairs that may arise. In order to assist tenants in the case of emergency and to make home improvements, tenants may borrow against their principal payment account with a home improvement loan. Tenants are responsible for paying the full home improvement loan in addition to the original principal amount; a home improvement loan reduces the principal payment account balance by the full value of the home improvement loan. The tenant shall select a payment plan where the maximum duration for the home improvement loan shall be one (1) year for each one thousand dollars (\$1,000) borrowed with a maximum of twenty-five thousand dollars (\$25,000) available under a home improvement loan.

(a) Home improvement loans are available for any home improvement fixed to the structure as well as unattached garages. Available improvements include, but are not limited to repair/replacement/purchase of the following:

- (1) Furnace or other primary heating source;
- (2) Windows;
- (3) Doors;
- (4) Roofing;
- (5) Siding;
- (6) Insulation;
- (7) Central air system;
- (8) Hot water heater;
- (9) Foundation;
- (10) Garage (attached or unattached);
- (11) Deck;
- (12) Porch;
- (13) Plumbing;
- (14) Entry/room addition; and/or

(15) Electrical.

(b) Tenants borrowing under the home improvement loan are required to submit a minimum of three (3) bids to the Comprehensive Housing Division for the work sought to be completed with loan funds. All payments issued pursuant to a home improvement loan shall be paid directly to the vendor by the Comprehensive Housing Division and shall require a twenty-five percent (25%) retainage to be paid upon completion via check issued in the name of both the tenant and the vendor.

(c) In order to be eligible for a home improvement loan, the tenant must:

- (1) Have been in the home for a minimum of five (5) years;
- (2) Not have had their home conveyed;
- (3) Be current with their rent-to-own agreements principal payments; and
- (4) Not have any an existing balance for any prior home improvement loan.

(d) A home improvement loan is an extension of the rent-to-own agreement; as such, the Comprehensive Housing Division may institute an eviction and termination of the home for a default of the home improvement loan.

(e) Upon approving a home improvement loan, the Comprehensive Housing Division staff shall work with tenants to teach home ownership skills by meeting with the tenant to:

- (1) Discuss what to look for when soliciting bids;
- (2) Review bids obtained with the tenant and discuss the merits of each bid and what the Comprehensive Housing Division considers when selecting vendors for similar services; and
- (3) Reviewing the work upon completion and discussing the things the Comprehensive Housing Divisions considers prior to issuing final payment to a vendor for similar services.

4.8. Annual Inspection and Update

4.8-1. *Annual Inspections.* Comprehensive Housing Division staff shall schedule annual inspections for each rent-to-own property.

4.8-2. *Inspection Checklist.* Comprehensive Housing Division staff completing the annual inspection shall use the checklist that is approved by the Comprehensive Housing Division director. Upon completion of the inspection, Comprehensive Housing Division staff shall request that the tenant(s) sign the completed checklist.

4.8-3. *Damages.* Tenants are required to repair any damages to the rental premises discovered during the annual inspection that do not amount to normal wear and tear and are required to make any improvements necessary to maintain the integrity the property and the health and safety of the occupants of the premises. In the event such repairs and/or improvements are not completed within the timeframe provided by the Comprehensive Housing Division, the Comprehensive Housing Division may complete the repairs and/or improvements and assess the costs to the tenant and a penalty fee of ten percent (10%) of the actual costs. The Comprehensive Housing Division may offer the tenant a payment agreement to cover such costs.

4.8-4. *Immediate Notice of Change in Household Composition and/or Income.* Tenants shall immediately notify the Comprehensive Housing Division of any change in the tenant's household composition and/or income, regardless of the date scheduled for the annual update. A change in household income may cause a change in the amount of monthly principal payment required.

4.8-5. *Annual Update.* On an annual basis the tenant shall provide an update to the Comprehensive Housing Division which demonstrates that the tenant continues to meet the requirements of section 4.4-1 and 4.4-7. If the tenant fails to continue meeting these requirements, the Comprehensive Housing Division may begin eviction and termination proceedings.

4.8-6. *Ineligibility Due to Annual Update.* Comprehensive Housing Division staff shall provide tenants that become ineligible to participate in the income-based rent to own program based on a renewal or update of household information with notice specifying the cause of the ineligibility.

(a) *Ineligibility Due to Renewal.* In circumstances where the tenant learns of ineligibility as part of the annual renewal, Comprehensive Housing Division staff shall include in the notice of ineligibility that renewal of the rent to own agreement is not available at such time and that the tenant is entitled to a minimum of a thirty (30) day notice to cure, by reinstating eligibility, or vacate.

(b) *Ineligibility Due to an Update of Household Information.* In circumstances where the tenant learns of ineligibility as part of an update of household information, Comprehensive Housing Division staff shall include in the notice of ineligibility the warning of potential termination in accordance with the rent to own agreement. In the event the tenant is unable to or fails reinstate their eligibility in accordance with the timeline provided in the notice, the Comprehensive Housing Division shall permit the tenant to remain in the unit for the longer of (1) the duration of the rental agreement or (2) ninety (90) calendar days from the date of the notice of ineligibility.

(1) If the tenants' circumstances result in the tenant completing the term of the rental agreement, eligibility shall be reconsidered at the time of the annual renewal. If the tenant remains ineligible at the time of renewal, article 2.8-6(a) applies, excluding 2.8-6(a)(1).

(2) If the tenants' circumstances result in the tenant receiving a thirty (30) calendar day notice to cure or ninety (90) calendar day notice to vacate, the tenant shall enter a limited term rental agreement to cover any time which exceeds the current rental agreement.

(c) *Limited Term Rental Agreements.* Limited term rental agreements are available in accordance with article 2.8-6(a)(1) and 2.8-6(b)(2) of these rules and section 710.9-4 of the Landlord-Tenant law. At a minimum, limited term rental agreement shall include:

(1) The date of the original notice of ineligibility;

(2) An explanation that the tenant has thirty (30) calendar days to reinstate eligibility;

(3) As applicable, an explanation that if eligibility is not timely reinstated, that the limited term rental agreement takes the place of the thirty (30) calendar day notice to cure or vacate required by the Eviction and Termination law; and

(4) An explanation that if eligibility is not timely reinstated, the rental unit will be reclaimed with locks being changed on the ninety-first (91st) day from the date of the original notice of ineligibility.

4.9. Rent to Own Agreement Cancellation

4.9-1. *Two Week Notice Required.* Tenants wishing to cancel a rent to own agreement are requested to provide the Comprehensive Housing Division with a minimum of two (2) weeks of notice.

4.9-2. *Prorated Rent.* In the event of cancellation of a rent to own agreement or abandonment of the rental premises, the Comprehensive Housing Division staff shall prorate the required last month's rent payment based upon the greater of the following:

- (a) The number of calendar days the unit was occupied in the last month; or
- (b) Two (2) weeks from the date of cancellation or the date the Comprehensive Housing Division learns of abandonment.

End.

Original effective date: June 29, 2017