



Tamaya Housing Inc.

**TAMAYA HOUSING INCORPORATED
NON-HUD FUNDED
POLICIES AND PROCEDURES**

Adopted by the THI Board of Directors on December 2, 2019

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**TAMAYA HOUSING INCORPORATED
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SECTION I - SALE OF HOMES

- A. **DESCRIPTION OF THE HOMES.** The Pueblo of Santa Ana (P.S.A.) constructed 43 homes at the Adobe Estates Subdivision consisting of three, four, and five-bedroom homes. The homes were constructed utilizing PSA funding. The Tamaya Housing Incorporated (T.H.I.) is responsible for selling the homes to eligible tribal members.
- B. **SALE PROCESS.** Tamaya Housing Incorporated will sell the homes to tribal members under a Purchase Agreement on a lease-purchase basis and collect payments from participants through a payment system established by the Tamaya Housing Incorporated.
- C. **ELIGIBILITY REQUIREMENTS.** To be eligible for the purchase of a home in the Subdivision, the applicant must be an enrolled tribal member of the Pueblo of Santa Ana, cannot own another primary residence, and be able to make the required monthly payments.
- D. **SALE PRICE AND PAYMENTS.**
1. Three - (3) bedroom homes will be sold at a total price of \$174,936.00 which will be amortized for 25 years (300 months) at zero percent interest. The term of the payments will be set at the number of years necessary to obtain full payment of the purchase price. Monthly payments will be set at a minimum of \$584.00 per month.
 2. Four - (4) bedroom homes will be sold at a total price of \$189,692.00 which will be amortized for 25 years (300 months) at zero percent interest. The term of the payments will be set at the number of years necessary to obtain full payment of the purchase price. Monthly payments will be set at a minimum of \$633.00 per month.
 3. Five – (5) bedroom homes will be sold at a total price of \$215,190.00 which will be amortized for 25 years (300 months) at zero percent interest. The term of the payments will be set at the number of years necessary to obtain full payment of the purchase price. Monthly payments will be set at a minimum of \$714.00 per month.

SECTION II – DEFINITIONS

AGREEMENT – The Purchase Agreement signed by the Homebuyer to purchase the home on a lease-purchase basis, in accordance with the terms and conditions of the Purchase Agreement. The Purchase Agreement is attached hereto as Appendix “A” and made a relevant part of these Policies.

T.H.I. – Tamaya Housing Incorporated

PRINCIPAL RESIDENCE - The dwelling where the participant maintains (or will maintain) his permanent place of abode, and typically spends (or will spend) the majority of the calendar year. A person may have only one principal residence during any one calendar year.

SECTION III – APPLICATION PROCESS

- A. **APPLICATION PROCESS.** Applicants desiring to purchase a home must submit a completed application, available from THI. THI may obtain credit and income information from applicants to determine if the applicant has the ability to make the required payments. All statements and information in an application will be kept confidential, except where disclosure is required by applicable law.
- B. **SUPPORTING DOCUMENTS.** Applicants must present the following documents with the completed application:
1. Certificate of Indian Blood;
 2. Income verification (i.e. pay stubs, entitlement letter, federal tax returns) and
 3. Signed Authorization for Release of Information form.
- C. **VERIFICATION OF INFORMATION AND CREDIT CHECKS**
1. All statements and information in the application are subject to verification. An applicant who knowingly makes material misrepresentations will be disqualified from consideration. Any material misrepresentation made during the application process and discovered after a home has been assigned may result in removal of the Homebuyer from the home and forfeiture of any payments made towards the purchase price.
 2. Applicants must comply with requests to provide further proof of statements, including written verification from employers, public agencies, or others regarding income and deductions from income, and benefits; and proof of statements regarding expenses and household information upon request.
- D. **DETERMINING ELIGIBILITY OF APPLICANTS**
1. The Executive Director or Program Manager, or his designee will review applications to determine which applicants are eligible to purchase homes.
 2. Applicants determined to be eligible will be put on a waiting list until the THI notifies the applicant that a home is available for purchase.

SECTION IV - OCCUPANCY

A. **WAITING LIST.** THI will maintain a waiting list made up of eligible applicants who qualify for the purchase of a home at the subdivision. Individuals whose names appear at the top of the waiting list will be selected to purchase vacant homes.

B. **PURCHASE AGREEMENT.**

1. The Homebuyer shall execute a Purchase Agreement before occupancy. The Agreement shall be signed by the Head of Household and Spouse or other responsible party. A Head of Household or Spouse or other responsible party who is non-Indian shall not sign the Agreement. The Executive Director or his/her designee shall sign the Agreement on behalf of the THI. One copy shall be given to the Homebuyer, and the original shall remain in the Homebuyer file.
2. The Homebuyer is required to make monthly payments at the THI office according to the bedroom size of the housing unit, monthly payments are payable the 1st day of each month.
3. The Homebuyer is required to comply with all terms and conditions of the Agreement, including maintenance requirements.

C. **STATUS OF LAND.**

Some Homebuyers have obtained land assignments to the lot upon which the home is located. In the event the Agreement is terminated by THI for breach or any other reason, the Homebuyer's land assignment shall be cancelled.

D. **CANCELLATION OF RESIDENTIAL LEASE/LAND ASSIGNMENT.**

1. If the Homebuyer breaches the Agreement and THI terminates the Agreement, the land assignment will be cancelled.
2. Cancellation of the land assignment will result in the Homebuyer no longer having any legal interest in the land upon which the home is located.

E. **INSPECTIONS.**

1. Annual Inspections. THI shall conduct annual inspections of the home, inspections will be scheduled around the move-in date of the unit. If the Homebuyer has occupied the home for at least five years and the Homebuyer is in complete compliance with the Agreement and THI's rules and policies and the home is maintained in satisfactory, safe and sanitary condition, as reflected by the last inspection by THI inspections may be conducted every three years. However, if at any time the THI determines that the

Homebuyer is not in compliance with the Agreement, it will reinstate annual inspections.

2. Emergency Inspections. THI may conduct an emergency inspection of the home upon receiving notice that the home is in need of maintenance that if left uncorrected would create a hazard to life, health or safety of the occupants or other residents or would create a risk of damage to the home. Emergency situations shall be addressed by the Homebuyer immediately, but at least within ten (10) days. Notice shall be given within 24 hours for any emergency?
3. Move-Out Inspection. The THI shall schedule and conduct with the Homebuyer a final interior and exterior move out inspection after the Homebuyer has vacated the unit. The THI shall give the Homebuyer an itemized statement of charges incurred to put the home in satisfactory condition for the next occupant, within sixty (60) days of any repair or rehabilitation work

F. INSURANCE

The Homebuyer shall be required to purchase homeowner's insurance at the time of occupancy. THI may, but is not required to, purchase insurance for the home under its group coverage. In such instance, the Homebuyer will be responsible for reimbursing THI for the cost of the insurance.

SECTION V. - COLLECTION

A. RESPONSIBILITY TO MAKE PAYMENTS

The obligations of Homebuyers to make all monthly payments are outlined in the Agreement. In general, the responsibilities of all Homebuyers regarding payments are as follows:

1. Make monthly payments on or before the first day of each month.
2. If payments will not be made on time, to contact the THI Office to request a Plan of Action.

B. THI'S RIGHTS AND RESPONSIBILITIES

The THI has the right to take action against any Homebuyer who does not make the required payments. The action will be in accordance with the procedures outlined in these policies.

C. PAYMENTS

1. All payments are due in full on or before the first day of each month without notice in advance.

2. Payments in the form of a debit/credit card, money order or payroll deduction will be accepted. All payments are to be made payable to the “Tamaya Housing Incorporated” and hand delivered or mailed to the THI Office, 37B Day School Rd. Santa Ana Pueblo, New Mexico 87004. Cash payments and personal checks will not be accepted.
3. Payroll Deduction.
 - a. A Homebuyer desiring to make payments by payroll deduction is responsible for making arrangements with his/her employer to have the required payment deducted from his/her earnings. Authorization for Payroll Deduction forms may be picked up at the THI Office. THI can make arrangements for payroll deductions with the Pueblo of Santa Ana and the Tamaya Enterprise Incorporation (T.E.I.) for a Homebuyer who is an employee of the Pueblo of Santa Ana or T.E.I. and desires to be on payroll deduction.
 - b. Payment through Payroll Deduction will be advised where a Homebuyer is continuously delinquent in his/her payments. A Homebuyer is continuously delinquent when he/she has been delinquent at least four (4) times within the recertification period.
 - c. Payment through Payroll Deduction will be implemented in Payback Agreements with Homebuyers who have breached their Agreement.
 - d. The employer, including the Pueblo of Santa Ana, shall be responsible for making the Homebuyer’s required payment to the THI at least once each month, although payments may be made weekly or twice per month. The THI shall promptly inform an employer of any change in the amount of payment.
4. A receipt will be issued for each payment made.

D. DELINQUENT ACCOUNTS

1. Late Charges. Payments not received at the THI Office by 5:00 p.m. of the fifth (5th) calendar day of each month shall be considered delinquent and THI may assess a late charge of \$25.00, to be set forth in the Agreement, for each month that the payment remains unpaid after the 5th day, unless a written Plan of Action provides otherwise.
2. Notice of Delinquency
 - a. If on the 5th day, the Homebuyer has not made full monthly payment and did not make arrangements with the THI before the due date for an

extension or partial payment, the THI shall serve the Homebuyer with a written Notice of Delinquency.

- b. A Notice of Delinquency shall include the following statements:
 - (1) a statement that the Homebuyer is delinquent, the amount of the delinquency with an itemization of all amounts due, and a demand for immediate payment of the delinquent amount.
 - (2) a statement that prompt payment is a requirement for continued occupancy.
 - (3) a statement that the Homebuyer has fifteen (15) days from the date of the Notice to remit the delinquent amount or contact the THI to enter into a Plan of Action.
 - (4) a statement that the Homebuyer's failure to comply with the Notice within the required time will result in issuance of a Notice of Termination and Notice to Vacate.
3. Plan of Action. Upon receipt of a Notice of Delinquency, a Homebuyer may arrange to pay his/her delinquency by entering into a Payback Agreement with the THI to make monthly payments. Payback Agreements shall require that the delinquent amount be paid within a reasonable time in accordance with the financial status of the Homebuyer.

E. CONSUMER CREDIT COUNSELING

Consumer Credit Counseling is available to all Homebuyers upon request or at the recommendation of the THI. Such counseling may include finance and budgeting practices. Any requests for such counseling shall be made to the Homeownership Counselor.

SECTION VI. - TERMINATION OF THE AGREEMENT

A. TERMINATION

The THI has the authority to terminate an Agreement when a Homebuyer has violated the terms or conditions of the Agreement.

1. The following constitute a violation of the Agreement which shall result in the THI serving the Homebuyer with a written Notice of Termination and Notice to Vacate:
 - a. Where a Notice of Delinquency was served, and the Homebuyer failed to comply with the Notice within fifteen (15) days of the date of the Notice.

- b. Engagement by the Homebuyer, or any member of the Homebuyer's household, or any guest or visitor of the household, in any activity, including criminal activity, that threatens the health, safety or right to peaceful enjoyment of the housing development by other residents of the THI or that may impair the physical or social environment of the project.
 - (1) The conduct to which this part applies includes, but is not limited to, vandalism, arson, bootlegging, drug sales, assault, threatening with violence, or violation of any criminal laws of the Pueblo of Santa Ana.
 - (2) Termination proceedings due to alleged criminal activities shall begin upon reliable information received of the criminal activity. Information may come from a police report, or a reliable report from Tenants, Homebuyers, or other concerned persons within the housing development, a THI employee, or any other person not mentioned above. Termination proceedings may begin regardless of whether or not criminal proceedings are initiated or are pending.

- c. Abandonment of the home. Abandonment exists when the Homebuyer and his/her family listed as part of the household composition is absent from the unit for a period of over thirty (30) days without notification to the THI, provided such absence occurs only after the monthly payment is delinquent.
 - (1) When the THI has determined that the Homebuyer has abandoned the unit, THI staff shall document the period of abandonment, post a Notice of Abandonment on the door, and mail the Notice to the Homebuyer's last known address by certified mail, return receipt requested, and make an attempt to contact the Homebuyer at the unit. All efforts to locate the Homebuyer shall be documented.
 - (2) If, after five (5) days, the absent Homebuyer does not respond to the Notice of Abandonment, the THI shall send a Notice of Termination to the absent Homebuyer's last known mailing address, and termination of the occupancy agreement shall be deemed effective as of the date that the Notice of Abandonment was first posted.
 - (3) If, after five (5) days, the absent Homebuyer does not respond, either in person or in writing to the Notice of Termination, the Homeownership Counselor shall have the unit secured by the maintenance workers to prevent vandalism to the unit.

- (4) Upon termination of the Agreement in accordance with these policies, all property left behind by the absent Homebuyer shall be stored as provided in Paragraph E of this Section.
 - d. Failure to abide by any term or condition of the Agreement after being informed in writing by the THI of the breach, or the failure to agree to a reasonable Plan of Action to cure the breach, or the failure to abide by the terms of a Plan of Action.
 - e. Failure to perform maintenance obligations or failure to agree to a reasonable Plan of Action to cure the breach, or failure to abide by the terms of the Plan of Action.
 - f. Violation of any other terms or conditions stated in the Agreement or other good cause.
 2. The Notice of Termination and Notice to Vacate shall include the following:
 - a. Name and address of the Homebuyer, unit number and project number.
 - b. A statement of the specific provision(s) of the Agreement that was violated, and the reason(s) why THI determined that the Homebuyer violated the provision(s). THI may attach evidence of the alleged violation, including, but not limited to documents, statements, police reports, and/or court orders, to the Notice.
 - c. A statement that the Agreement will terminate on a specified date unless the Homebuyer requests a hearing in accordance with the THI's grievance procedures set forth in these policies.
 3. Termination Procedures
 - a. "Zero Tolerance" Expedited Termination Procedures.
 - (1) For the following criminal activities engaged in by the Homebuyer, any member of the household or any guest or visitor of the household, the THI shall follow the procedures in this Subsection.
 - (a) Homicide
 - (b) Rape
 - (c) Violations involving the sale or distribution of Alcohol distribution of, illicit drugs
 - (d) Infliction of Serious Bodily injuries

- (2) The THI shall serve the Homebuyer with a written Notice of Termination and Notice to Vacate. The Homebuyer shall have five (5) days from the date on the Notice to respond and request for a hearing before the THI.
- (3) The THI shall serve the Homebuyer with written notice of the date of the Formal Hearing within 24 hours after receipt of a request for hearing and schedule the hearing to be held within 48 hours after receipt of the request.
- (4) The hearing shall be in accordance with the grievance procedures in this Policy. The Executive Director, or the Board of Directors if the Executive Director served the Notice of Termination and Notice to Vacate, shall issue a written decision immediately upon the conclusion of the hearing.
- (5) If the Homebuyer does not respond to the Notice of Termination and Notice to Vacate and no request for a hearing is made, the THI shall begin eviction and/or collection proceedings. At the THI's option, a criminal complaint for criminal trespass may be filed against the Homebuyer.

b. Normal Termination Procedures

- (1) For other criminal activities not described in subparagraph a above; for failure to pay monthly payments; or for other violations of the Agreement, the THI shall follow the below procedures:
 - (a) The THI shall serve the Homebuyer with a written Notice of Termination and Notice to Vacate. The Homebuyer shall have ten (10) days from the date on the Notice to respond and request a hearing.
 - (b) Upon the THI's receipt of a request for a hearing, it shall schedule the hearing in accordance with the grievance procedures in these policies.
 - (c) The hearing shall be held within a reasonable time of the THI's receipt of the request. The hearing shall be before the Executive Director, or the Board of Directors if the Executive Director served the Notice of Termination and Notice to Vacate, in accordance with the grievance procedures in these policies. The written decision shall be sent to the Homebuyer within five (5) days of the hearing.

- (d) If the Homebuyer provides to the THI evidence or assurances satisfactory to the THI that the Homebuyer has or will cure the breach within a reasonable time, not to exceed thirty (30) calendar days from the day the Homebuyer received the Notice, and will continue to carry out the obligations under the Agreement, the THI may, but is not required to, rescind or extend the Notice. This part does not apply if the Notice is due to criminal activities engaged in by the Homebuyer, any member of his household or any guest or visitor of the household as listed under the "Zero Tolerance" Expedited Termination Procedures
 - (e) Settlement or Plan of Action entered into as a result of a Notice of Termination and Notice to Vacate shall include a provision that breach of the Settlement or Payback Agreement will result in an immediate filing of an action for eviction.
 - (f) If the Homebuyer does not respond to the Notice of Termination and Notice to Vacate and no request for a hearing is made, the THI shall begin collection and/or eviction proceedings. At the THI's option, a criminal complaint for criminal trespass may be filed against the Homebuyer.
4. Homebuyers shall be responsible for any attorney fees incurred by THI in enforcing the Agreement.

B. SERVICE OF NOTICES

1. All notices from the THI to a Homebuyer required under these policies shall be served by mailing the notice to the Homebuyer's last known address or by delivering the notice personally to the Homebuyer or to any adult member 18 years of age or older residing in the dwelling unit. The Homebuyer or adult family member should sign and date the Notice. If no adult is found at the home, the notice may be posted on the door by taping all four corners of the notice to the upper right hand corner of the door. THI may request the Pueblo of Santa Ana Tribal Court to serve the notice when THI determines that such is necessary to protect the safety of THI staff. Where service is by mail, the notice shall be deemed to have been delivered three (3) days from the date of mailing.
2. Where the notice is served in person, it may be served anywhere the Homebuyer is found, including the Homebuyer's place of employment (if such is allowed by the employer) and any other public place. If the Homebuyer is represented by legal counsel, the notice may be served to the counsel, either in person or by mail.

3. Notice to the THI shall be in writing, and either delivered to a THI employee at the office of the THI or sent to the THI Office by certified mail, return receipt requested, properly addressed, postage prepaid.

C. EFFECT OF TERMINATION OF AGREEMENT

1. Termination of the Agreement terminates all rights of possession a Homebuyer may have had in a unit.
2. Payments made to the THI after termination of an Agreement for delinquent payments or charges does not change the status of the termination, but will be applied to the former Homebuyer's delinquent account to decrease the amount of restitution owed to the THI.

D. OBLIGATIONS OF HOMEBUYERS UPON VACATING A DWELLING UNIT

Upon vacating the dwelling unit, the Homebuyer is required to leave the premises clean and in good condition, accepting normal wear and tear.

E. DUTIES OF THE THI DURING VACATING OR EVICTION

The THI shall perform the following duties at the time a Homebuyer is vacating a unit:

1. Conduct a move-out inspection and properly document the inspection.
2. Take immediate possession of the unit and have the unit secured by THI personnel.
3. Be present on site and change all locks on all doors and secure the house by boarding up the windows
4. Make sure all personal belongings are removed from within and around the unit. Inventory and store at the former occupant's cost, all property left in the unit. Provide notice of the storage to the former occupant's last known mailing address within five (5) days of the storage, that the property has been stored and that after the property has been stored for thirty (30) days without the former occupant claiming the property by paying inventory and storage costs, the THI may put the property up for public sale. Notice of the public sale shall be sent to the former occupant's last known mailing address at least ten (10) days before the sale. Proceeds from the sale shall be applied first to the costs of inventory and storage and then to the former occupant's vacated account. A check for any remaining funds shall be sent to the former occupant by certified mail at his or her last known address. If the THI determines that the property has no monetary value, the THI

may forego a sale, but notify the former occupant in writing at least ten (10) days before disposing of the property as trash.

F. VACATED ACCOUNTS

A Vacated Account is an outstanding account left by a former occupant. It may consist of delinquent payments and/or renovation and utility costs.

1. Vacated accounts remain the responsibility of the former occupant and shall be collected by the THI. Collection efforts shall include if necessary the filing of a complaint against the former occupant in the Pueblo of Santa Ana tribal court.
2. A former occupant may dispute the amount of his/her vacated account in accordance with the grievance procedures in this Policy.
3. A former occupant with a vacated account, even if written off, shall not be eligible for future housing assistance from the THI until he/she has cleared the debt.

SECTION VII. - GRIEVANCE PROCEDURES

A. POLICY

A Homebuyer has the right to grieve any THI action or failure to act which adversely affects the Homebuyer with regard to his/her duties, rights, welfare or status under the Agreement. Such aggrieved Homebuyer shall be afforded an opportunity to present his grievance to the THI.

B. APPLICABILITY

1. These grievance procedures are not applicable to disputes between Homebuyers not involving the THI.
2. These grievance procedures are not intended as a forum for initiating changes in policy between a group of Homebuyers and the THI.

C. HEARING PROCEDURES

1. Request for a Hearing.

The request for a hearing shall be made in writing and signed by the Homebuyer.

- a. Where a Notice of Termination and Notice to Vacate was served for criminal activities under the “Zero Tolerance” policy set forth in Section

- VI.A.(3)(a), the request shall be made within five (5) days from the date on the Notice of Termination and Notice to Vacate;
- b. Where a Notice of Termination and Notice to Vacate was served for any other reason, or for a hearing request based on an THI action or inaction, the request shall be made within ten (10) days from the date on the Notice or the occurrence of the THI action or inaction complained of.
2. Failure to request a hearing within the time allowed waives the right to any further grievance hearings. The request shall include:
 - a. the action or inaction complained of;
 - b. the date the action or inaction occurred;
 - c. the parties involved; and
 - d. the relief being requested.
 3. The THI shall schedule a hearing to be held:
 - a. For criminal activities under the “Zero Tolerance” policy, within 48 hours of the request for a hearing. THI shall serve the Homebuyer with Notice of the hearing within 24 hours after receipt of the request.
 - b. For other violations of the Agreement or where the Homebuyer is complaining of an act or failure to act by the THI, within a reasonable time of the request for a hearing.
 4. The hearing shall be held before the Executive Director or his/her designated representative, or the Board of Directors if the Executive Director sent the Notice of Termination and Notice to Vacate or took the action complained of.
 - a. All grievance hearings shall be held at the THI office or a place designated by THI.
 - b. If the Homebuyer, after having been duly notified, fails to appear for the hearing, the Executive Director (or the Board of Directors if the hearing is held before the Board of Directors) may hold the hearing without the non-appearing party, terminate the hearing, or at his/her discretion reschedule the hearing. The Executive Director (or the Board of Directors if the hearing is held before the Board of Directors) shall wait no more than fifteen (15) minutes after the appointed hour before deciding whether to hold, reschedule, or terminate the hearing. A decision to terminate the hearing waives the Homebuyer’s right to any further grievance hearing.

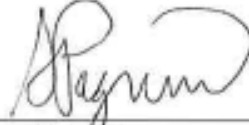
5. The Homebuyer shall be afforded the following rights:
 - a. The opportunity to examine or duplicate any relevant documents, records, or regulations, before the hearing during regular business hours of the THI. Copies and/or transcripts of said documents shall be made at the Homebuyer's expense.
 - b. The right to be represented by anyone of his/her choice, including an attorney.
 - c. The right to present evidence and testimony.
 - d. The right to have others make statements on his/her behalf.
 - e. The right to refute the evidence presented by the THI, including the right to confront and cross examine witness and to present any affirmative legal or equitable defense.
 - f. The right to a written decision.
6. The THI staff that made the decision to terminate the Homebuyer's Agreement shall be afforded the same rights afforded the Homebuyer in paragraph 5 above.

D. DECISION

1. The Executive Director/Board of Directors shall render a decision:
 - a. for criminal activities that fall under the "Zero Tolerance" policy described in Section VI. A. 3, at the conclusion of the hearing.
 - b. for all other grievances, within five (5) working days after the hearing.
2. The decision of the Executive Director/Board of Directors shall be the final administrative decision, which shall be binding on all parties.
3. The decision of the Executive Director/Board of Directors shall list the attendees, and include a summary of the relevant discussion, the reasons for the decision, and any stipulation or agreements reached.
4. A copy of the written decision shall be given to the Homebuyer, and a copy filed in the THI file.

CERTIFICATION

The undersigned officials of the Board of Directors of the Tamaya Housing Incorporated hereby certify that on December 2, 2019 the foregoing Non-HUD Funded Policy was amended by the Board of Directors at a duly called meeting with a quorum being present, with 3 in favor, 0 opposed and 0 abstaining.



Alden Paquin, Chairman

ATTEST:



Shawna Sanchez, Secretary/Treasurer