

**LAGUNA HOUSING DEVELOPMENT AND MANAGEMENT ENTERPRISE**

**EMERGENCY RENTAL ASSISTANCE POLICY**

**Adopted by Resolution No. 21-07-15-01 on July 15, 2021**

## TABLE OF CONTENTS

	Page
I. STATEMENT OF PURPOSE .....	1
A. Purpose .....	1
B. Official Policy.....	1
II. APPLICABILITY .....	1
A. Eligibility.....	1
B. Indian Area.....	1
III. DEFINITIONS.....	1
IV. ELIGIBLE USES OF EMERGENCY RENTAL ASSISTANCE FUNDS .....	2
V. APPLICATION AND ELIGIBILITY FOR EMERGENCY RENTAL ASSISTANCE PROGRAM .....	3
A. Application .....	3
B. Verification of Application Information .....	3
C. Eligibility Determination .....	7
D. Notice of Eligibility .....	10
E. Prioritization of Financial Assistance and Housing Stability Services .....	11
F. Waiting List .....	11
G. Recordkeeping .....	12
H. False, Incomplete, or Inaccurate Information .....	12
I. Prohibition on Duplicative Services .....	12
VI. EMERGENCY RENTAL ASSISTANCE PROGRAM.....	12
A. Selection for Financial Assistance and/or Housing Stability Services.....	12
B. Payment of Financial Assistance for Rent or Lease Purchase Payments and Rental or Lease Purchase Payment Arrears and Utilities and Home Energy Costs and Utilities and Home Energy Costs Arrears .....	13
VII. RECERTIFICATION.....	13
A. Recertification of Income.....	13
B. Recertification of Eligibility - Prospective Rent or Lease Purchase Payments.....	14
C. Termination of Financial Assistance and/or Housing Stability Services .....	14
VIII. SERVICE OF NOTICE.....	14
IX. APPLICABILITY OF LHDME POLICIES.....	15
X. AMENDMENT/WAIVER.....	15

**LAGUNA HOUSING DEVELOPMENT AND MANAGEMENT ENTERPRISE  
EMERGENCY RENTAL ASSISTANCE POLICY**

**Adopted by Resolution No. \_\_\_\_ on \_\_\_\_\_**

**I. STATEMENT OF PURPOSE**

**A. Purpose.** The purpose of this Emergency Rental Assistance Policy (Policy) is to establish Laguna Housing Development and Management Enterprise Authority (LHDME) eligibility criteria and procedures for households to obtain Financial Assistance and Housing Stability Services under the Emergency Rental Assistance Program. This Policy shall be reviewed periodically to assure compliance with guidelines established by federal and Tribal law.

**B. Official Policy.** The Policy supersedes and rescinds all previous Emergency Rental Assistance policies and is the Emergency Rental Assistance Policy of LHDME.

**II. APPLICABILITY**

**A. Eligibility.** This Policy shall apply to the determination of eligibility of households for Financial Assistance and Housing Stability Services under the Emergency Rental Assistance Program. It shall be applicable to enrolled members of the Pueblo of Laguna and non-member heads of households with Pueblo of Laguna member spouses or significant others or Pueblo of Laguna member children residing within the LHDME Indian Area, and other Indians and non-Indians residing in rental or lease purchase housing residing on the Pueblo of Laguna and within the LHDME Service Area and surrounding communities.

**B. Indian Area.** For the purposes of the Emergency Rental Assistance Program, LHDME shall provide Financial Assistance and Housing Stability Services to enrolled members of the Pueblo of Laguna and non-member heads of households with Pueblo of Laguna member spouses or significant others or Pueblo of Laguna member children residing within the LHDME Indian Area, and other Indians and non-Indians residing in rental or lease purchase housing residing on the Pueblo of Laguna, service area and surrounding communities

**III. DEFINITIONS**

As used in this Policy:

**A. "Area Median Income"** means, with respect to a household, the median income for the area in which the

household is located, as determined by the Secretary of the U.S. Department of Housing and Urban Development (HUD).

**B.** “Financial Assistance” provided pursuant to the Emergency Rental Assistance Program means:

- 1.** Rent (including lease purchase payments);
- 2.** Rental arrears (including lease purchase payment arrears);
- 3.** Utilities and home energy costs, including costs for electricity, gas, water and sewer, trash removal, fuel oil;
- 4.** Utilities and home energy costs arrears; and
- 5.** Other expenses related to rental or lease purchase housing incurred due, directly or indirectly, to

the novel coronavirus disease (COVID-19) pandemic, including but not limited to relocation expenses (including rental security deposits) and rental or lease purchase payment fees (including application or screening fees) (if an eligible household or has been temporarily or permanently displaced due to the COVID-19 pandemic reasonable accrued late fees (if not included in rental or lease purchase payment or utilities and home energy costs arrears)); hotel or motel expenses of a household that has been temporarily or permanently displaced due to the COVID-19 pandemic;<sup>1</sup> and internet services provided to a rental or lease purchase housing unit for activities such as distance learning, telework, and telemedicine, and to obtain governmental or other services.<sup>2</sup>

**C.** “Housing Stability Services” provided pursuant to the Emergency Rental Assistance Program means such services that enable eligible households to maintain or obtain housing, which services may include housing counseling, fair housing counseling, case management related to housing stability, housing-related services for survivors of domestic abuse or human trafficking, attorneys’ fees related to eviction proceedings, and specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing.

---

<sup>1</sup> Hotel and motel expenses do not include expenses incidental to the charge for the room, *e.g.*, alcohol, food, laundry service, long distance in-room phone calls, tips, video charges.

<sup>2</sup> Financial Assistance includes rental or lease purchase payments and rental or lease purchase payment arrears for manufactured homes; and/or rental or lease purchase payments and rental or lease purchase payment arrears for land parcels on which manufactured homes are located. Households renting manufactured homes or renting land parcels on which manufactured homes are located may also be eligible to receive Financial Assistance for utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to rental or lease purchase housing incurred due, directly or indirectly, to the COVID-19 pandemic.

**D.** AIndian@ means any person who is a member of a federally recognized tribe eligible to receive services from the United States Bureau of Indian Affairs.

**E.** AIndian Area@ means that area within which LHDME is authorized to provide Financial Assistance and Housing Stability Services under the Emergency Rental Assistance Program, including all lands within the Pueblo of Laguna, the lands of the Pueblo of Laguna, the State of New Mexico, and the United States.

**F.** “Unsafe or Unhealthy Living Conditions” means the housing unit has been inspected by LHDME or a licensed home inspector which certifies by a written report or attestation that the housing unit does not meet acceptable standards of safety and habitability equal to or more stringent than those established under the Building and Construction Codes as codified in Title 14 of the New Mexico Administrative Code as may be amended from time to time, or the International Building Codes, whichever is more stringent, including those unhealthy or unsafe living conditions because of Covid-19

**IV. ELIGIBLE USES OF EMERGENCY RENTAL ASSISTANCE FUNDS**

LHDME shall only use the funds provided under the Emergency Rental Assistance Program to provide Financial Assistance and Housing Stability Services to eligible households

**A.** At least 90% of the funds received by LHDME shall be used to provide Financial Assistance to eligible households, directly or indirectly, related to the COVID-19 pandemic.

**B.** No more than 10% of the funds received by LHDME shall be used to provide eligible households with Housing Stability Services related to the COVID-19 pandemic.

**C.** LHDME may allocate up to 10% of its Emergency Rental Assistance Program funds to pay administrative costs related to the delivery of Financial Assistance and Housing Stability Services to eligible households, including, but not limited to, data collection and reporting requirements related to such funds.

**V. APPLICATION AND ELIGIBILITY FOR EMERGENCY RENTAL ASSISTANCE PROGRAM**

**A. Application.**

**1.** The application (Application) for the Emergency Rental Assistance Program constitutes the basic record of each applicant applying for the program and consists of an application form, approved and provided by LHDME,

and all supporting documentation. The application form is available at LHDME offices and may also be requested from LHDME by mail, telephone, electronic mail, or fax.

**2.** The applicant shall identify the Financial Assistance and/or Housing Stability Services desired, supply the documentation necessary to support the services requested, and attest to the accuracy of the supplied information. The applicant shall return the signed original copy of the completed Application to LHDME by personal delivery or mail; electronic or facsimile submittals will be accepted.

**3.** Upon receipt of an Application, LHDME shall immediately place the name of the applicant on a list of pending applicants with the date of receipt of the Application clearly indicated. Preferences, as established in this Policy, shall be applied to Applications and applicants shall be advised that application of such preferences may require their Application to be placed on a lower position on the waiting list. LHDME shall, to the greatest extent feasible, process Applications in the order received.

**B. Verification of Application Information.**

**1. General.** LHDME shall verify the information submitted by each applicant, including the Application, all supporting documentation, and all written attestations provided by an applicant to confirm the accuracy and completeness of all information on which an eligibility determination is made. If the information received is not completely adequate in all respects, follow-ups or new efforts by LHDME to obtain such information are to be made and carried through to conclusion. If, during the verification process, it becomes evident that, for one or more reasons, an applicant is ineligible, the investigation is to be discontinued and the applicant notified by LHDME of his or her ineligibility and the reasons therefor.

**2. Release and Consent Form.** As a condition of participation in the Emergency Rental Assistance Program, the applicant and such other members of the applicant's household as are designated by LHDME shall execute a LHDME-approved release and consent form authorizing any depository or private source of income, any federal, state, or local agency, or any landlord, energy or utility provider, or caseworker to furnish or release to LHDME such information that LHDME in determining eligibility. LHDME shall also require the applicant and members of the applicant's household to submit such additional information as is necessary to determine an applicant's eligibility to receive Financial Assistance

and/or Housing Stability Services; to determine the applicant household's adjusted income,<sup>3</sup> tenant rent or lease purchase payments, and/or utilities or home energy costs; or to verify related information. Except as otherwise required by law, the use or disclosure of information obtained from an applicant or from another source pursuant to the release and consent form shall be limited to purposes directly connected with determining the applicant's eligibility for the Emergency Rental Assistance Program.

**3. Types of Documentation.** LHDME shall maintain complete and accurate verification records from an applicant consisting of, but not limited to, the following:

**a. General.** LHDME shall accept copies of tribal enrollment cards; and photocopies or digital photographs of documents, e-mails, or written attestations from employers, landlords, caseworkers, or others with knowledge of the applicant household's circumstances.

**b. Income.** LHDME shall accept paystubs, W-2 forms or other wage statements, tax filings, bank statements demonstrating regular income, or written attestation from an employer. LHDME also has the discretion to provide waivers or exceptions to the documentation requirement regarding income to accommodate disabilities, extenuating circumstances related to the COVID-19 pandemic, or a lack of technological access, which waiver or exception shall be documented by LHDME.

**c. Rent and Lease Purchase Payments.** LHDME shall accept the following documentation:

**(1)** Copy of a current tenant rental or lease purchase agreement signed by the applicant and landlord or sublessor that identifies the rental or lease purchase housing unit where the applicant resides and establishes the rental or lease purchase payment amount;

**(2)** Bank statements, check stubs, or other documentation that reasonably establish a pattern of rent or lease purchase payments being paid by the applicant;

**(3)** Written attestation by a landlord who can be verified as the legitimate owner or management agent of the rental or lease purchase housing unit in which the applicant resides; or

---

<sup>3</sup>For the purpose of the Policy "adjusted income" means the amount of income reported as adjusted income on IRS Form 1040 after the deduction or addition of several specific types of income.

(4) When evidence of residence is available but the rental or lease purchase payment cannot be established by any of the above methods, the applicant may supply a written attestation of the amount of rents or lease purchase payments; assistance under this circumstance shall be for up to a monthly maximum of 100% of the greater of the Fair Market Rent or the Small Area Market Fair Market Rent for the area in which the applicant resides, as determined by HUD.

d. **Utilities and Home Energy Costs.** LHDME shall accept bills, invoices, receipts, or other evidence of payment by the applicant to the provider of the utilities or home energy services.

e. **Other Expenses.**

(1) LHDME shall accept bills, invoices, receipts, or other evidence of payment by the applicant to the provider of the service (*e.g.*, relocation expenses, rental or lease purchase payment fees, hotel or motel room expenses, accrued late fees, internet services);

(2) For internet services, LHDME shall accept a written attestation by the applicant or any other member of the applicant's household that provides:

(a) Initiation of internet services or changes or upgrades to existing internet services for the household did not occur until commencement of the COVID-19 pandemic;

(b) The reason(s) for such initiation of internet services or changes or upgrades to existing internet services for the household; and

(c) The internet services initiated or changes or upgrades to existing internet services made during the COVID-19 pandemic shall no longer be required by the applicant's household after the COVID-19 pandemic is deemed by the Federal government to have ended or other allocated funds for internet services have been exhausted by LHDME.

**4. Additional Written Attestations.**

a. LHDME shall accept and rely on written attestations from an applicant or other individual as documentation in support of an Application when:

(1) the household's income, or a portion thereof, is not verifiable due to the impact



of the COVID-19 pandemic, as when income has been received in cash, because a place of employment has closed, or if the household has no qualifying income; in such cases, LHDME shall reassess household income for such household every three months;

(2) A caseworker or other professional with knowledge of a household's circumstances certifies that an applicant's household income qualifies for assistance;

(3) One or more household members has qualified for unemployment benefits due directly or indirectly to the COVID-19 pandemic.

(4) One or more household members experienced a reduction in income, incurred significant costs, or experienced financial hardship due directly or indirectly to the COVID-19 pandemic.

b. **Duplication of Services.** The applicant shall provide written attestation that neither the household nor any individual household member has received, and does not anticipate receiving, another source of public subsidy or assistance for the Financial Assistance requested.

c. **Other.** LHDME has the discretion to accept written attestations related to any other aspect of Emergency Rental Assistance Program eligibility or the amount of Financial Assistance or Housing Stability Services to be funded.

d. **Reliance on Attestation.** LHDME shall document its reliance on and reason for accepting any written attestation that it accepts without further documentation.

**C. Eligibility Determination.**

1. **General.** For an applicant to participate in the Emergency Rental Assistance Program:

a. The applicant must reside in a tenant rental housing unit pursuant to a tenant rental agreement, or a lease purchase housing unit pursuant to a lease purchase agreement.

b. The applicant must be an enrolled member of the Pueblo of Laguna

(1) An enrolled member of the Pueblo of Laguna;

(2) A non-Indian head of household with a Pueblo of Laguna member spouse or significant other or Pueblo of Laguna member children; or

(3) An Indian who is not a member of the Pueblo of Laguna or a Non-Indian residing on the Pueblo of Laguna];

(4) Other non-native residing in the service area or surrounding communities.

c. LHDME must determine the following:

(1) One or more individuals in the applicant's household has:

(a) Qualified for unemployment benefits; or

(b) Experienced a reduction in household income, incurred significant costs,

or experienced other financial hardship due, directly or indirectly, to the COVID-19 pandemic;

(2) One of more individuals within the applicant's household can demonstrate a risk of experiencing homelessness or housing instability;<sup>4</sup> and

(3) The applicant's household has a household income that is not more than 80% of the Area Median Income for the household.

## 2. **Standards.**

a. An eligibility determination for an applicant is limited to the Financial Assistance and/or Housing Stability Services identified in the applicant's Application. The applicant must submit a new Application to LHDME to request additional or different Financial Assistance and/or Housing Stability Services.

b. LHDME may not provide Financial Assistance and/or Housing Stability Services for arrears or conditions that existed prior to March 13, 2020.

c. An eligible applicant household may receive Financial Assistance for no more than 12 months; provided however, the household may receive an additional three months of assistance, if necessary, to ensure housing stability for the household, subject to the availability of funds.

d. To be determined income-eligible, an applicant's household income must be no more

---

<sup>4</sup>ZHA may rely on a past due rent or lease purchase payment or utility or home energy service notice; "Unsafe or Unhealthy Living Conditions" as determined by ZHA; or any other evidence of risk documented by an applicant (e.g., termination of a housing subsidy), to demonstrate that one or more individuals within the applicant's household is at risk of experiencing homelessness or housing instability.

than 80% of local median income and may be determined either based on:

- (1) Total gross household income for calendar year 2020; or
- (2) Current reported monthly gross household income.<sup>5</sup>

e. A household determined to be income-eligible:

- (1) Does not have to recertify income if eligibility is based on calendar year 2020 gross household income; and
- (2) Must recertify every three months if eligibility is based on current reported monthly gross household income.

f. **Rent or Lease Purchase Payment Assistance.**

(1) If an applicant requests Financial Assistance to pay his or her household's rental or lease purchase payment arrears, LHDME may, in its sole discretion, pay all or a portion of the rental or lease purchase arrears.

(2) If an applicant requests Financial Assistance to pay his or her household's prospective rent or lease purchase payments, and rental or lease purchase payment arrears exist for the household, LHDME may only pay prospective rent or lease purchase payments if all or a portion of such rent or lease purchase payment arrears have been paid.

(3) An eligibility determination for an applicant requesting Financial Assistance for his or her household's prospective rent or lease purchase payments permits LHDME, in its sole discretion, to pay up to three months of prospective rent or lease purchase payments.

(4) If an applicant requests Financial Assistance for his or her household's prospective rent or lease purchase payments for additional three-month periods, he or she shall be required to submit a

---

<sup>5</sup> ZHA staff must verify with the applicant that the household income information that he or she has provided to ZHA complies with what is required by the Emergency Rental Assistance Program for determining a household's income-eligibility for Financial Assistance and Housing Stability Services. The applicant must be advised of the two methods of determining income eligibility and ZHA shall obtain documentation supporting both methods. An applicant may be eligible under one method and not the other, but he or she shall be determined income-eligible.

new Application to LHDME every three months. If income-eligibility for a household is based on total gross household income for calendar year 2020, the applicant's Application does not require a new determination of income eligibility.

(5) Additional three-months of Financial Assistance for prospective rent or lease purchase payments for an applicant's household are subject to the availability of remaining Emergency Rental Assistance Program funds currently allocated to LHDME.

**g. Utilities and Home Energy Costs and Other Expenses Assistance.**

(1) If an applicant requests Financial Assistance to pay his or her household's utilities and home energy costs arrears, LHDME may, in its sole discretion, pay all or a portion of the utilities and home energy costs arrears.

(2) If an applicant requests Financial Assistance to pay prospective utilities and home energy costs and/or other expenses related to housing incurred due, directly or indirectly, to the COVID-19 pandemic, LHDME may, in its sole discretion, subject to the availability of funds, pay prospective utilities and home energy costs and other expenses.

(3) Financial Assistance provided to an eligible household for utilities and home energy costs and/or other expenses related to housing incurred due, directly or indirectly, to the COVID-19 pandemic are not subject to reapplication; provided however, if income-eligibility for the household was based on current reported monthly gross household income (not total gross household income for calendar year 2020), the household shall be subject to an income redetermination every three months to ensure the continuation of such assistance.

(4) Financial Assistance provided to an eligible household for other expenses related to housing incurred due, directly or indirectly, to the COVID-19 pandemic with such expenses specific to the cost of a hotel or motel room<sup>6</sup> occupied by the household may be covered; provided that:

(a) The household has been temporarily or permanently displaced from its primary residence or does not have a permanent residence elsewhere;

---

<sup>6</sup> The cost of the hotel or motel room does not include expenses incidental to the charge for the room, *e.g.*, alcohol, food, laundry service, long distance in-room phone calls, tips, video charges.

(b) LHDME finds that the household is not eligible for any other Federal program with narrower eligibility criteria that can provide similar assistance to the household for hotel or motel room expenses;

(c) The hotel or motel room must be located within the LHDME Indian Area;

(d) The hotel or motel room rate must be reasonable and not exceed the average daily room rate of hotels or motels for the LHDME Indian Area;

(e) The total months of Financial Assistance for the cost of a hotel or motel room does not exceed 12 months (plus an additional three months, if necessary, to ensure housing stability for the household); and

(f) Documentation of the hotel or motel expenses is provided to LHDME.

3. **Certification.** A designated LHDME staff member shall complete and sign the eligibility certification on the Application as a part of the Application record of each applicant determined to be eligible.

**D. Notice of Eligibility.**

1. Written notification of an applicant's eligibility status for the Emergency Rental Assistance Program shall be sent to the applicant within 10 calendar days of the eligibility determination; provided however, such notification does not constitute or give rise to any contractual obligation on the part of LHDME.

2. If LHDME determines that an applicant does not meet the eligibility requirements for the Emergency Rental Assistance Program, LHDME shall notify the applicant in writing. The notice shall state the basis for the determination and shall state that the applicant is entitled to contest the determination by requesting an informal eligibility hearing pursuant to the LHDME Eligibility and Admission Policy if such request is made within 10 calendar days of the date of the letter denying the Application.

**E. Prioritization of Financial Assistance and Housing Stability Services.**

1. In reviewing Applications for the provision of Financial Assistance and Housing Stability Services, LHDME shall prioritize consideration of Applications of eligible households that satisfy any of the following conditions:

a. The income of the household does not exceed 50% of the Area Median Income for the

household; and/or

b. One or more individuals within the household are unemployed as of the date of the Application for assistance and have not been employed for the 90-day period preceding such date.

2. LHDME shall further prioritize Applications for the provision of Financial Assistance and Housing Stability Services to eligible households in which one or more individuals within the household:

a. Were unable to reach their place of employment due to the COVID-19 pandemic; or

b. Had their place of employment closed because of a public health order imposed as a direct result of the COVID-19 pandemic.

3. LHDME shall maintain records related to its prioritization of assistance to eligible households for Financial Assistance and Housing Stability Services.

F. **Waiting List.** The names of applicants determined to be eligible for the Emergency Rental Assistance Program shall be placed on the Emergency Rental Assistance Program waiting list according to the date of eligibility determination. The waiting list shall include the date of the Application, the date of eligibility determination, the funding category for which the applicant has been determined eligible, *i.e.*, Financial Assistance and/or Housing Stability Services, and the type of assistance or services under the applicable funding category. Financial Assistance and Housing Stability Services shall be provided to applicants according to their placement on the waiting list; provided, however, prioritization of Financial Assistance and Housing Stability Services contained in this Policy shall be applied to such placement on the waiting list.

G. **Recordkeeping.** The Application, together with all materials relating to the eligibility screening of an applicant, and information collected for the applicant pursuant to the Emergency Rental Assistance Program, shall be maintained by LHDME in the applicant's file.

H. **False, Incomplete, or Inaccurate Information.** If, any time either during the Application process or after Financial Assistance and/or Housing Stability Services have been provided to an applicant as a participant (Participant), it comes to the attention of and is determined by LHDME that false, incomplete, or inaccurate information may have been provided by the applicant regarding any eligibility factor, including information provided pursuant to a written attestation,

such information shall be delivered to the appropriate law enforcement agency for investigation. After an Application is approved and funds have been disbursed, LHDME shall conduct at least one follow up review of each applicant file for compliance with these procedures and to reconcile any inconsistencies. LHDME shall make all efforts to verify information obtained by the applicant's attestation(s) in lieu of documentation. Any evidence of fraud shall be documented and investigated or referred to the proper authorities for investigation. If it is determined that fraud has been committed, the applicant shall be subject to penalties under applicable federal, state, or Tribal laws. If the investigation results in a conviction for fraud, the applicant's Application for the Emergency Rental Assistance Program shall be withdrawn, or if Financial Assistance and/or Housing Stability Services have already been provided, the applicant shall be required to repay the cost of the assistance and/or services as determined by LHDME.

I. **Prohibition on Duplicative Services.** LHDME shall to the extent feasible, ensure that any Financial Assistance provided to an eligible household is not duplicative of any other Federally funded assistance provided to such household.

## VI. EMERGENCY RENTAL ASSISTANCE PROGRAM

A. **Selection for Financial Assistance and/or Housing Stability Services.** An applicant determined eligible for the Emergency Rental Assistance Program shall be provided Financial Assistance and/or Housing Stability Services as a Participant, based on his or her eligibility determination, subject to the availability of funding.

B. **Payment of Financial Assistance for Rent or Lease Purchase Payments and Rental or Lease Purchase Payment Arrears and Utilities and Home Energy Costs and Utilities and Home Energy Costs Arrears.**

1. **Rent or Lease Purchase Payments and Rental or Lease Purchase Payment Arrears.** LHDME shall make payment to the landlord (*e.g.*, LHDME or other applicable individual or entity) for the rent or lease purchase payments and/or rental or lease purchase payment arrears of the Participant based on a detailed billing statement from the landlord or, as applicable, a written attestation from the landlord. LHDME shall provide documentation to the Participant regarding such payment. If the landlord does not agree to accept such payment from LHDME after outreach by LHDME to the landlord, LHDME may make such payment directly to the Participant for the purpose of the Participant making payment to the landlord; Participant shall provide to LHDME a copy of the written receipt regarding the

Participant's payment to the landlord.

**2. Utilities and Home Energy Costs and Utilities and Home Energy Costs Arrears.** LHDME shall make direct payment to the utility and home energy services providers on behalf of the Participant based on an invoice from the utilities and/or home energy services providers. LHDME shall provide documentation to the Participant regarding such payment. If the utility and/or home energy services providers do not agree to accept such payment from LHDME after outreach by LHDME, LHDME may make such payments directly to the Participant for the Participant's payment to the utilities and/or home energy services providers; Participant shall provide to LHDME a copy of the written receipt regarding the Participant's payment to the utilities and/or home energy services providers.

## **VII. RECERTIFICATION**

**A. Recertification of Income.** If a determination of eligibility for an applicant's household to participate in the Emergency Rental Assistance Program is based on its total gross household income for calendar year 2020, the applicant need not recertify income. However, if the eligibility of an applicant's household to participate in the Emergency Rental Assistance Program is based on current reported monthly gross household income, once an applicant is determined to be eligible for the Emergency Rental Assistance Program, LHDME shall conduct a reexamination of the Participant's household income every three months to verify that the household is still income-eligible for the program.

**B. Recertification of Eligibility—Prospective Rent or Lease Purchase Payments.** Subject to the requirements related to income eligibility, if a Participant is receiving Financial Assistance for prospective rent or lease purchase payments, such assistance shall be limited to three-month periods. If the Participant wishes to obtain additional Financial Assistance for prospective rent or lease purchase payments, the Participant must reapply every three months. The information contained on the Application form and supporting documentation shall be verified for each successive Application.

**C. Termination of Financial Assistance and/or Housing Stability Services.** A determination by LHDME that a Participant's household is no longer income-eligible to participate in the Emergency Rental Assistance Program, or failure of the Participant to recertify his or her household income under this Policy, shall result in a loss of Financial Assistance and/or Housing Stability Services under the Emergency Rental Assistance Program for the Participant.



## **VIII. SERVICE OF NOTICE**

**A.** Any notice by LHDME to an applicant or Participant required by law, this Policy, or the LHDME Eligibility and Admission Policy shall be served by:

**1.** Delivering the notice personally to the applicant or Participant or to any member of the household who is at least 18 years of age; when served, the recipient shall sign and date a copy of the notice;

**2.** Posting the notice on the door by taping all four corners of the notice to the door; when posted, the person posting the notice should prepare a certificate of posting containing his or her name, the rental or lease purchase housing unit where the notice was posted, and the time and date of posting; or

**3.** Mailing the notice; when deposited in the United States mail, postage paid certified mail and addressed to the applicant=s or Participant’s residence of record and to such other address as may have been provided to LHDME by the applicant or Participant, the notice shall be deemed to have been served on the fifth day after being deposited in the United States mail.

If the Participant refuses to sign and date a copy of the notice or if the notice is posted on the door of the rental or lease purchase housing unit, the delivery of notice shall be verified by a second employee of LHDME.

**B.** If notice requires a response by the applicant or Participant, the response shall be in writing and either delivered to LHDME in person or sent by United States mail, postage prepaid, and addressed to LHDME within the time period stated in the notice.

## **IX. APPLICABILITY OF LHDME POLICIES**

In addition to the terms and conditions contained in this Policy, applicants and Participants shall comply with the applicable terms and conditions contained in other LHDME policies. If a conflict exists between this Policy and the terms and conditions of other LHDME policies, the terms and conditions of this Policy govern.

## **X. AMENDMENT/WAIVER**

**A.** Upon good cause shown, the LHDME Board of Commissioners (Board) may amend or waive any provision of this Policy; provided that, the Board may not amend or waive provisions required under federal or Tribal law.

**B.** Requests for waiver shall be in writing, stating the provision or provisions to be waived, and be presented

to the Board along with supporting documentation.