

### **Overall Document Changes:**

- Numbered pages consecutively as opposed to starting over at 1 in each section
- Corrected misspellings and word usage throughout document

### **Section 1 Changes:**

- Added Part E – Income Category Chart (moved here from Section 2)
- Reassigned Definitions to Part F
- B.3. changed from “annually” to “from time to time”
- Added B.4. re: deed covenant prevails in case of conflict
- Removed Part 2.A and 2.B – Covered more succinctly in other sections.

### **Definitions Section:**

- Added “or other housing administered or managed by BCHA” to Applicant definition
- Definition for Community Housing/Home changed
- Removed Cosigner as discussion eliminated co-signing option
- Changed definition of Deed Covenant
- Removed definition of Essential Services Worker
- Clarified definition of Employee Housing
- BCHA does not use a point system so definition of First Responder is unnecessary. It was removed
- Removed last sentence of Full Time Employee definition – too in the weeds
- Added “retirement, pension, and social security benefits” to Gross Income definition
- Provided clarity on definition of Household Income
- Added definition for Maintenance and Repair
- Removed reference to Community Housing Price Calculator from Maximum Sale Price definition
- Shortened definition of Primary Residence for clarity
- Changed retirement age from 60 to 62
- Removed Senior definition
- Added definition of Special Applicant Pool
- Expanded definition of Special Review to refer to Exceptions
- Removed definition for tenancy in common. It is the same as Joint Tenancy
- Added definition for Workforce Housing

### **Section 2 Changes:**

- In part A.1.b. – Matched “retired person” with definition as outlined in Section 1 Definitions
- Part A.1.e. was moved and became its own A.2
- The original A.2 was removed as it did not apply to the applicant stage
- Clarifying language was added to total Gross Income information in A.3
- B.1.d and e were removed as they are addressed in the purchasing section

- C3 is removed because it is covered in the purge section (C2)
- Changed wording in D.2 to ensure process is clean and not at risk of fair housing issue
- D.5 was broken in to two separate pieces as one spoke of purchasing and one spoke of renting

### **Section 3 Changes:**

- Added to items required to be included in the lease
- C.3.(a) defined number of paystubs needed
- Added C.5 to speak to just cause non-renewal
- 3.D. language was changed to more adequately approach today's market and giving tenant's extra time to stay in unit when the household income increases
- A General Rental Non-compliance section has also been added

### **Section 4 Changes:**

- 4.G regarding Local Employers Development of Housing was removed
- 4.A.3 was rewritten to clarify process to select applicant from the waiting list
- 4.A.6 was updated to state that no co-signer situations will be allowed
- 4.C.3 was changed regarding Special Applicant Pools for a development. This would be in the case of Employer Housing and allowing applicants moving into the area to be considered
- 4.D had language added to clarify ownership of additional residential property is not allowed and that the homeowner's exemption must be used on the community property
- All of 4.E was updated to reflect the time frame allowed and process for absence from a home

### **Section 5 Changes:**

- The introduction was too wordy and too deep in the weeds. The introduction has been simplified.
- For clarity, the original 5.1.C.d was removed
- 5.C.1(was f but now is) d has been rewritten to provide clarity
- 5.C.2.b has had additional sentences added to address the situation of no eligible applicant being found
- 5.C.2.d has been clarified by adding "business" to number of days allowed
- 5.C.2.e has been reworded
- 5.C.2.f has been removed
- All of 5.D was removed. These steps involve internal processes. This moved section E up
- The previous 5.E.5 and 7 have been removed. They are addressed in other sections

**Section 6 Changes:**

- Section 6 was removed. It pertained to Developing Community Housing; however, this is not a role of BCHA. Instead, Section 6 is now Purchase of Community Housing by Local Employers

**Section 7 Changes:**

- Only minor wording changes have been made to this section. There is still opportunity to review

**Section 8 Changes:**

- Petition for Special Review was changed to Exceptions and was rewritten

When Recorded Return To:  
Blaine County Housing  
Authority  
P.O. Box 4045  
Ketchum, ID 83340

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**BLAINE COUNTY HOUSING AUTHORITY**

**Community Housing  
Administrative Guidelines  
Adopted \_\_\_\_\_**

# 2023 Community Housing Administrative

## Guidelines

### Outline of Sections

#### **Section 1 Introduction**

- A. Mission Statement
- B. Purpose of Guidelines
- C. Role of the Blaine County Housing Authority
- D. Authority of Blaine County Housing Authority
- E. Income Category Chart
- F. Definitions

#### **Section 2 Qualifying to Rent or Purchase**

- A. Basic Qualifications for the Rental or Purchase of Community Housing with an Income Category Deed Covenant
- B. Applying for Rental or Purchase of a Community Home
- C. Verifying Application Information
- D. Process for Matching Applicants to Available Community Housing

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- A. Procedures for the Rental of an Income Category Deed Restricted Community Home
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- C. Annual Re-Certification to Rent Community Housing
- D. Exceeding Income Limits at Re-Certification

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- A. Procedures for the Purchase of a Deed Covenant Community Home Subject to an Income Category
- B. Reserving a Newly Constructed Community Home
- C. Special Applicant Pool for a Particular Community Housing Development
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- B. Fees
- C. Procedure
- D. General Timeline of the Sale Once Initial Applicant Pool Is Exhausted
- E. Additional Information Related to the Sale of Community Housing by a Community Homeowner

#### **Section 6 Purchase of Community Housing by Local Employers**

- A. Purchase of Community Housing by Local Employers
- B. Local Employer Developments

#### **Section 7 Income Categories and Pricing**

- A. Calculation of Sales Prices for Newly Constructed/Available Community Housing
- B. Calculation of Maximum Sales Price

- C. Maximum Monthly Gross Rental Rates for Community Housing

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### Section 1. Introduction

#### A. Mission Statement

The Blaine County Housing Authority’s mission is to advocate for, promote, plan, and preserve the long-term supply of desirable and affordable housing choices in all areas of Blaine County to maintain an economically diverse, vibrant, and sustainable community.

#### B. Purpose of Guidelines

1. The purpose of these Guidelines is to define and describe the process of renting, purchasing, or selling Community Homes within Blaine County. They are intended to assist government staff, the development community, applicants, and the public in understanding the priorities for and processes governing Community Housing development and administration in Blaine County. The Guidelines do not replace professional guidance available from the Blaine County Housing Authority (BCHA) staff.
2. These Guidelines are intended to support the attainment of BCHA goals and to supplement land use and building codes used by the County and Cities. The Guidelines should be used to review land use applications, to establish affordable rental rates and sales prices, to establish criteria for admission and occupancy, and to develop and prioritize current and long-range community housing programs.
3. These Guidelines may be reviewed and updated from time to time.
4. In the event of any conflict between guidelines and the deed covenant, the deed covenant will prevail.

### C. Role of The Blaine County Housing Authority

The role of BCHA, as determined by BCHA’s Creating Resolution, are to:

1. Qualify Applicants for Community Housing using the criteria set forth in these Guidelines and maintaining an Applicant Database of those persons eligible to rent or purchase Community Homes.
2. Match qualified Applicants with available Community Homes.
3. Monitor compliance with and enforcement of these Guidelines and deed covenants.
4. Develop the criteria by which Community Housing is located, designed, developed, and price of Community Housing.
5. Review and provide recommendations on proposed Community Housing in Blaine County and its municipalities in accordance with these Guidelines and BCHA adopted criteria.

### D. Authority of the Blaine County Housing Authority

1. BCHA is an independent public body, corporate and politic created by Blaine County and has all the powers and authority bestowed upon a housing authority pursuant to Title 31, Chapter 42 and Title 50, Chapter 19, Idaho Code.

### E. Income Category Chart

**Household Income Categories by Area Median Income (AMI).**

Income Category	Percentage of Area Median Income
1	Less than 50%
2	50% to 60%
3	60% to 80%
4	80% to 100%
5	100% to 120%
6	120% to 140%
L	No Income Limit but must be a full-time resident of Blaine County.

\*For Income Categories greater than 6, the household may be classified as “Category L” which is housing that may be offered to the full-time residents and employees of Blaine County.



Category L housing should be offered in tandem with housing Categorized at Income Category 5 or below.

#### F. Definitions

1. **Administration Fee** – The fee charged by BCHA in connection with a completed purchase and sale transaction or a rental lease transaction as compensation for the creation of and monitoring compliance with the deed covenants of Community Housing.
2. **Applicant/Applicant Household** – Persons or households that have completed the BCHA application process to obtain, either through purchase or rental, a Community Home or other housing administered or managed by BCHA.
3. **Applicant Database** – The official BCHA record of persons who have completed the BCHA application process for the rental or purchase of housing subject to a deed covenant (or other housing managed or administered by BCHA).
4. **Applicant Pool** – Applicants selected from the Applicant Database and matched to a specific property for consideration to either rent or purchase that property.
5. **Assets** - Anything owned by an individual that has commercial or exchange value. Assets consist of specific property or claims against others, in contrast to obligations due others.
6. **Capital Improvements** - Unless otherwise defined in the Deed Covenants on the Community Housing unit, any fixture erected as a permanent improvement to real property that enhances the value of the property, excluding repair, replacement, maintenance costs, and standard depreciation when applicable.
7. **Community Housing/Home** - Dwelling units, for sale or rent, restricted typically via deed covenant for households meeting assets, income and/or minimum occupancy guidelines approved by BCHA.
8. **Deed Covenant** - A legally enforceable provision in a deed restricting use, occupancy, alienation, and other attributes of real property ownership or imposing affirmative obligations on the owner or renter of the real property.
9. **Disabled Person/Dependent** - A person who meets the definition of "individual with a disability" contained in 29 U.S.C. Section 706(8), and/or as defined in the Americans with Disabilities Act of 1990.
10. **Employee Housing** - Housing which is required to be developed in conjunction with an organization and is intended for rental by the employees of the enterprise.
11. **Full Time Employee** - A person who is employed by one or more Blaine County Employers and physically working in Blaine County for a minimum of 1,500 hours worked per calendar year. Breaks in employment which do not disqualify applicants include temporary physical or mental disability, acting as primary caretaker of ill relative, extended vacation not to

exceed six months every six years, and full-time education or training.

12. **Fixture** - Personal property which has been attached to or installed on land or a structure thereon in such a way as to become a part of the real property.
13. **Grievance** - Any dispute that an applicant, purchaser, seller, or tenant may have with BCHA with respect to action or failure to act in accordance with the complainant's rights, duties, welfare, or status under these Guidelines.
14. **Gross Income** - The total income derived from a business, trust, employment, and income-producing property, before deductions for expenses, depreciation, taxes, and similar allowances. Gross Income must also include alimony, child support, retirement pension, and social security benefits.
15. **Gross Rental Rate** - The total cost (including but not limited to utilities, management fees, taxes, dues, snow removal, HOA fees, etc.) charged to a qualified renter of a community home.
16. **Household** - All individuals who are or may intend to occupy the Community Home.
17. **Household Income** - The total Gross Income of all individuals who are or may be occupying the Community Home. Gross income of self-employed households is the gross business income less IRS approved business expenses.
18. **Income Category** - The classification of annual income based upon household size as a percentage of the Area Median Income assigned to Blaine County by the U.S. Department of Housing and Urban Development.
19. **Joint Tenancy** - ownership of real property by two (2) or more persons, each of whom has an equal undivided interest in the property with the right of survivorship.
20. **Liabilities** - Monetary obligations and debts owed to someone by an individual.
21. **Livable Square Footage** - The interior area of a building measured interior wall to interior wall (i.e., "paint-to-paint"), including all interior partitions, habitable basements, interior storage areas, closets, and laundry area, and excluding uninhabitable basements, mechanical areas, exterior storage areas, stairwells, garages (either attached or detached), patios, decks, and porches.
22. **Local Employer** - A business whose business activity is located within Blaine County and whose business employs persons within Blaine County.
23. **Maintenance and Repair** - Work done that keeps your property in a normal efficient operating condition.
24. **Maximum Sale Price** - The allowable sale price of a Community Home as provided to owners by BCHA or subsequent sales, as set forth in the applicable Deed Covenant.
25. **Net Worth/Household Net Worth** - Combined net worth (all assets minus all liabilities) of all

individuals who may be occupying the Community Home. Retirement accounts may be reviewed on a case-by-case basis to determine whether they must be included in the net worth calculation.

26. **Primary Residence** - The sole and exclusive place of residence.
27. **Retired Person** – A person who
  1. has (i) resided in or (ii) was either self-employed full-time or was a Full- Time Employee in Blaine County, Idaho, for not less than ten (10) out of the twenty-five (25) years prior to the date of qualification.
  2. Must not have a Net Worth more than the maximum allowed by the annual HUD Net Worth allowance as found on the BCHA website; and
  3. does not own any other developed residential real property or dwelling units in Blaine County, Idaho, or anywhere else in the United States of America.
28. **Retirement Age** – 62 years of age.
29. **Special Applicant Pool** – A waiting list for a development that intends to house a specific population (i.e., Employees)
30. **Special Review for Exceptions** - A review of a petition to waive the provision of these Guidelines due to special circumstances.
31. **Tenant** - A person who is leasing or has leased a Community Home that is subject to these Guidelines, and any qualifying potential lessee or past lessee of any such home, but only with respect to any issue arising under these Guidelines.
32. **Workforce Housing** – Units that are deed restricted and owned by specific employers.

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### Section 2. Qualifying to Rent or Purchase Community Housing

#### A. Basic Qualifications for the Rental or Purchase of Community Housing with an Income Category Deed Covenant

To qualify to rent or purchase an Income-restricted Community Home, the Applicant/Applicant Household must meet the criteria as stated below:

1. At least one non-dependent member of the Applicant Household must meet one of the following criteria:
  - (a) Be a Full-Time Employee working in Blaine County; or
  - (b) Be a Retired Person who was a Full-Time Employee in Blaine County immediately prior to his/her retirement and who currently lives in Blaine County as his/her Primary Residence and is 62 years of age or older; or
  - (c) Be a Disabled Person residing in Blaine County who was a Full-Time Employee in Blaine County immediately prior to his/her disability and who currently lives in Blaine County as his/her Primary Residence, and
  - (d) The Applicant/Applicant Household states his/her intent to occupy the Community Home as his/her Primary Residence.
2. No member of the Household may own developed residential real estate or a mobile home.
3. The total Gross Income of all members of the Household must not exceed the maximum Household Income specified, which is calculated using the chart in Section 1. The actual dollar amount changes annually and is listed as Income Limits published by BCHA on its website for the Income Category and Household Size; and
4. The Household Net Worth (the total net worth of all members of the Household) must not exceed the Allowable Net Worth specified for the Income Category.

## B. Applying for Rental or Purchase of a Community Home

### 1. General Application

- (a) All persons wishing to rent or purchase a Community Home must submit a completed General Application for Community Housing Form to BCHA (the current application can be found on BCHA's website). The application to rent is a single step process (General Application form only); the application to purchase is a two-step process (General Application and Purchase Requirements). A General Application may be certified by BCHA as complete only when the necessary steps have been completed.
- (b) The General Application Form is provided by BCHA.
- (c) Upon receipt of the completed General Application, BCHA may provide the Applicant with a Letter of Eligibility specifying the Income Category. The Letter of Eligibility is based only on information supplied by the Applicant and, as such, is unverified; verification is explained further in Section 2(C), below.

## C. Verifying Application Information

1. BCHA may request additional documentation such as proof of residency, income, assets, and employment. All information and documentation submitted must be held confidential by BCHA and must not be subject to Open Records Requests by the public. Such documentation is used to determine that an Applicant meets the criteria set forth in Section 2.A and/or to verify the information provided in the application under 2(B). All or some of the following may be requested:
  - (a) Federal income tax returns for the most recent year.
  - (b) A current income statement and a current financial statement, in a form acceptable to BCHA, verified by Applicant to be true and correct; or other financial documentation acceptable to BCHA. When current income is twenty percent (20%) more or less than income reported on tax returns, the Applicant's income may be averaged based upon current income and the previous year's tax returns to establish an Income Category for the purpose of purchasing a Community Home.
  - (c) Verification of employment in Blaine County.
  - (d) Copy of valid Driver's License or State Identification Card.
  - (e) If the Applicant receives court-ordered alimony, spousal support, and/or child support, a certified copy of the court order must be provided, including all exhibits, supplements, and modifications to the decree.
  - (f) Any other documentation that BCHA deems necessary to determine eligibility.

2. Upon receipt of the completed General Application and requested verification forms, the Applicant's name and all information for individuals, households, and/or local employers may be retained in the Applicant Database. On an annual basis, as part of the annual purge process, the applicant must confirm or update the information to remain in the Applicant Database. All information may be re-verified at the time an applicant is selected to rent or purchase a Community Home. If information is not updated upon request, the applicant will be removed from the Applicant Database.

#### D. Process for Matching Applicants to Available Community Housing

In general, the matching process occurs as follows:

1. When a Community Home becomes available, the home size, type, Income Category, and location of that Home are checked against the Applicant Database. All Applicants matching the qualifications for a given Community Home are then grouped into the "Applicant Pool" for that Home.
2. Households are prioritized by date and time of application on the list for the Income Category for which they qualify.
3. While household size may not be a determining factor in prioritization for ownership or rental of housing, it should be noted that the purchase price or rental amount may be determined on basis of an assumed household size in accordance with the Area Median Income (AMI).
4. If an Applicant has previously qualified and the Applicant's Household composition subsequently changes (due to marriage, divorce, separation, an increase, or reduction in the number of dependents, etc.), the Applicant may still be eligible for purchase or rental of Community Housing, provided that the Household continues to qualify under the Income Category and other considerations. It is the Applicant's responsibility to continuously update Household information with BCHA prior to being placed into an Applicant Pool.
5. When an Applicant purchases a Community Home, the Applicant's application is extinguished and may not be used to qualify for another Community Home. If an owner of a Community Home wishes to purchase another Community Home, he or she must file a new application and begin the process again.
6. When an Applicant rents a Community Home, the Applicant's application is retained and is used as a basis for subsequent recertification and may be used to qualify for future purchase of a Community Home.

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### Section 3. Renting Community Housing

All Applicants interested in renting Community Housing must submit a General Application for Community Housing to BCHA (See Section 2, “Qualifying to Rent or Purchase Community Housing”). BCHA is the “qualifying agent” charged with providing landlords of Community Housing with a list of qualified potential renters and with facilitating the rental of a Community Home. An administrative fee, as set by the Board, may be charged to the landlord/owner for these services.

#### A. Procedures for the Rental of an Income-restricted Deed Restricted Community Home

1. Each Community Home is designated for occupancy by residents within a certain Income Category. Thus, only those Applicants with incomes at or below the Income Category of the available rental may be eligible.
2. Once BCHA has received a Notice of Intent to Rent from the owner of rental Community Housing, BCHA may identify the top three (3) qualified applicants and present them to the owner for his or her selection for tenancy. (NOTE: In matching an Applicant to a specific Community Home, BCHA may present a “candidate” pool to the landlord or landlord’s agent, based upon Income Category, affordability in relation to income and household size, length of time in the BCHA database, and location preference as given by the applicant.)
3. The final determination and offer of tenancy to one of the three (3) qualified applicants is the decision of the owner, not BCHA. It is, however, expected that the owner will follow all Fair Housing Laws in their selection of the tenant. Candidates who are not selected will not lose their position within the BCHA Database.
4. An Applicant who is selected to rent a Community Home, but who is unable to take the Home, may not lose their position within the BCHA Database for future available Community Housing unless an Applicant has been previously selected to rent a Community Home and has rejected an offer to rent two (2) times. After the third refusal to rent, the Applicant’s initial application date may be adjusted to be effective as of the date of the third refusal to rent.

**Commented [SS1]:** Be sure this is covered in non-compliance section if landlord refuses applicants.

### B. Ongoing Obligations/Requirements for Renting Community Housing

Once an Applicant secures a rental Community Home through BCHA, the landlord must file a copy of the executed lease with BCHA. The lease must contain the following provisions:

1. Beginning and end dates of the lease.
2. Names of all unit occupants.
3. Security deposit amount and fees.
4. Rent amount and how/where to be paid.
5. Owner's right of entry.
6. Repairs and Maintenance.
7. What utilities are paid by the tenant.
8. What appliances are provided by the landlord.
9. Tenant Requirements.
10. If the Tenant accepts permanent employment outside of Blaine County or resides in the Home fewer than nine (9) out of any twelve (12) months, the Tenant must be deemed to have ceased to use the Home as a Primary Residence and must be required to relinquish the Community Home.
11. A disclosure that Tenants must be re-certified for each year of the lease term.
12. An Acknowledgement and Acceptance of BCHA terms and conditions governing the rental of Community Housing executed by the Tenant.
13. The Tenant must use the Home as their Primary Residence.
14. All leases must be for a 12-month period.

### C. Annual Re-Certification to Rent Community Housing

1. The eligibility of Tenants to lease and occupy Community Housing must be reviewed and verified annually (i.e., re-certified) to ensure that they meet minimum residency and income category requirements under BCHA Guidelines that are in force at the time of the review. BCHA may charge the landlord an annual renewal fee as set by the Board.
2. To assist in this re-certification process, BCHA may send a Rental Renewal Approval Notice to Tenants with instructions for re-certification.
3. The Tenant must, within 10 business days of receipt, submit to the BCHA:
  - (a) The completed Form with updated information
  - (b) A copy of the Tenant's previous 2 months paystubs
  - (c) A copy of the Tenant's most recent tax return
4. Concurrently with the Notice to the Tenants, the BCHA may send a Rental Renewal Notice to the landlord to verify rent, utilities, and lease dates. The landlord must submit the requested information and a copy of the new lease, to the BCHA within

**Commented [SS2]:** Add copy of notice to appendix

**Commented [SS3]:** Be sure a copy of this notice is included in the appendix



10 business days of receipt of the Rental Renewal Notice. The renewed lease must be for an additional 12 months. Month to month leases are not allowed.

5. Should the landlord pursue a just cause non-renewal, documentation must be provided to BCHA.

#### D. Exceeding Income Limits at Re-Certification

If, upon review and re-certification, BCHA determines that the Tenant no longer meets the minimum Income Category requirements (up to a maximum of 2 income categories over deed restriction category), the Tenant may continue to rent and occupy the Community Home. With an income increase at 1 category higher than their original income, the tenant will pay the same rent rate. When the tenant achieves an income increase that is 2 categories above their income at intake, the tenant may remain in place for up to twelve (12) additional months at the rent rate increased to their new income category. The original rent amount will be paid to the landlord and the difference between the categories will be paid to the BCHA Housing Fund. During these twelve (12) months' times, the BCHA team may work with the tenant to identify alternate housing.

#### E. General Non-Compliance

The landlord will work in partnership with BCHA on all compliance matters. Should a renter fall out of compliance for any reason, the landlord may begin the eviction process of the renter.

##### THIS IS WHAT KETCHUM IS USING:

a) Change of Ownership: If the Housing Unit is sold during the lease period, the lease remains intact. An executed agreement between the buyer and seller must describe new Property Owner's obligations under this program, plus the following:

- Abide by the lease terms, or
- If the new owner desires to pursue breaking the lease, they must provide 30-day notice to the Qualified Household and BCHA and pay the Qualified Household the amount equal to monthly rent times the number of remaining months, rounded up. In this case, Landing Locals would work to place the tenants into another property.

b) If the Property Owner plans to evict a tenant, Property Owner must notify Landing Locals and Tenant 30 days in advance and work with Tenant to see if an alternative agreement can be reached. Landing Locals may require owner to promptly and adequately respond to mediation services. This applies unless a member of the Qualified Household

- a) is found by Owner or staff to be producing a controlled substance on the property (must provide at least a three (3) day eviction notice);
- b) is convicted of assaulting or threatening the Owner, their family, employees, or other tenants (must provide at least a three (3) day eviction notice). If domestic violence is

suspected, the Owner must respect the victim's requests and refer them to the Advocates (24/7 Helpline 208.788.4191).

**Commented [CC4]:** I'm trying to get a real estate lawyer who specializes in landlord-tenant law to write up what this would look like in a lease.

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### Section 4. Purchasing Community Housing

All persons interested in purchasing either Income Category or Workforce Housing must submit the appropriate Application to BCHA, provide proof of completion of the HomeBuyer Education Course, and receive as applicable, a Letter of Eligibility or a Letter of Qualification.

- A. Procedures for the Purchase of a Deed Covenant Community Home subject to an Income Category
- 1) Some Community Homes are designated for occupancy by residents within a certain Income Category. Only those Applicants with incomes within the specified Income Category may be eligible for those homes. In matching an Applicant to a specific Home, BCHA may employ the system creating an Applicant Pool in accordance with the steps outlined in Section 2(C) of these Guidelines.
  - 2) In all cases, BCHA is the qualifying agent charged with providing a list of potential qualified purchasers of Community Housing to the Seller.
  - 3) BCHA may notify each qualifying applicant within the applicant pool, in order of application date and time, to determine their interest in the available Home. The order of date and time may also be followed in applicant selection. The applicant may be asked to provide a loan pre-approval letter as well as a statement of income. This information may all be verified and accepted by BCHA. Once the selection criteria are met, the Applicant(s) may have opportunity to accept or deny the offer. If the Applicant denies, the BCHA team may contact the next qualified applicant in the pool. This process may continue until an applicant accepts the offer. When an Applicant is matched to a Community Home, the Applicant may be required to sign documents necessary to permit BCHA to obtain a copy of the completed loan application, including analysis of income, assets, and debt, submitted to the lender.
  - 4) If an Applicant fails to secure financing for that Home in the time allowed (as determined by the purchaser and the lender), that Applicant may be eliminated from consideration for purchase of that Community Home but may not lose their position on

the waiting list and consideration for future available Homes.

- 5) An Applicant may, but is not required to, engage the services of a licensed Real Estate Broker in the transaction. Any fees charged by the Real Estate Broker must be the responsibility of the Applicant.
- 6) Any co-ownership interest other than Joint Tenancy or Tenancy in Common must be approved by BCHA. Co-signers may be approved for ownership of the Community Home but may not jointly occupy the Community Home unless qualified by BCHA. No person may own more than one home either as a sole owner or as a Joint Tenant or Tenant In Common. Co-signed loans may not be allowed.
- 7) Each purchaser is required to sign an acknowledgment and acceptance of the Deed Covenant.

#### B. Reserving a Newly Constructed Community Home

BCHA may use all reasonable efforts to show newly constructed Community Housing to Applicants prior to the issuance of the certificate of occupancy. A qualified Applicant who is successfully matched with a Community Home may be given the opportunity to enter into a Reservation Agreement for that Community Home. Upon the filing of the final plat the Reservation Agreement may be converted to a Purchase and Sale Agreement in accordance with the terms of the Reservation Agreement.

#### C. Special Applicant Pool for a Particular Community Housing Development

- 1) Some Community Homes are constructed by or made available by a government agency or by a private developer for a particular group of employees (e.g. Blaine County School District). In those instances, a Special Applicant Pool may be established for that development. When a Community Home in such a development becomes available for sale or re-sale, BCHA may first use the Special Applicant Pool for that development to find qualified buyers.
- 2) BCHA may employ the system creating an Applicant Pool in accordance with the steps outlined in Section 2(D) of these Guidelines with special prioritization as may be requested by the developer and approved by BCHA. Special prioritization may include the current employees of an employer, a local employee preference, among other things.
- 3) Special prioritization must not be given based on race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status, except as allowed when participating in a federal program that prioritizes senior citizens, disabled persons, or veterans in its housing programs. This Special Applicant Pool may also be open to people moving into the area, as determined by the development.
- 4) The procedure for qualifying an applicant from a special applicant pool must follow the same procedures as outlined in Section 4(A) with the addition prioritizations, as described in Section 4(C)(1)-(3) (above).
- 5) Should the Special Applicant Pool for Community Housing in a Particular Development

be exhausted, without a Community Home being sold, it may be offered to a general Applicant Pool as outlined in Section 4(A).

#### D. Ongoing Obligations/Requirements for Community Home Ownership

Once an Applicant successfully purchases a Community Home through BCHA, a copy of the executed Purchase and Sale Agreement and closing documents must be filed with BCHA. The Applicant/Applicant Household must use the Community Home as their Primary Residence, comply with all provisions of the applicable Deed Covenant, and must adhere to the following additional requirements.

- 1) The owner must complete and submit to BCHA the annual compliance monitoring form.
- 2) The owner must cooperate with BCHA on regular review of property condition and maintenance issues to ensure compliance with provisions of the Deed Covenant. This may require a tour of the property by BCHA staff and an inspector, should staff desire. Deferred maintenance may result in the inability to realize the maximum sale price allowable by the Deed Covenant.
- 3) The owner must not offer any portion of the home as a short-term or vacation rental.
- 4) The owner and household members must not acquire new residential real estate (excluding shared inheritance).
- 5) The Homeowner's Exemption must be utilized on the community home.
- 6) The owner may not offer any portion of the home as a long-term rental without the prior approval of BCHA, as outlined in Section 4(E)(below).

#### E. Long-Term Rental Options for Owners of Community Housing

- 1) If an owner of a Community Home desires to rent the Home during an absence, the owner must provide a letter to BCHA detailing the need for the request (illness, education, etc.) and requesting permission to rent the home at least thirty (30) days prior to leaving.
- 2) The leave of absence may be for up to one year.
- 3) The Rental Rate charged must be approved by BCHA and must be within the published monthly affordability for the Income Category enumerated on the Deed Covenant and in no event may exceed the published Affordability of Income Category 6.
  - (a) The Community Home must be rented in accordance with the Guidelines during the authorized period so long as other Deed Covenants covering the home permit the rental. Any prospective Tenant must be qualified by BCHA *prior* to execution of a lease. A lease must contain the following provisions:
    - (b) Should the owner decide to re-occupy the home again as the owner's primary residence, then the owner must give the Tenant a minimum of thirty (30) days' notice prior to the conclusion of any lease.
    - (c) No initial lease term may be for fewer than 90 days and no more than 1 year. The lease is non-renewable.

- 4) A copy of the executed lease must be furnished by the owner or tenant to BCHA.
- 5) The owner must provide the tenant with the HOA rules. The owner is responsible for enforcement of the HOA rules.
- 6) If the Community Home has income restrictions, the rent rate is determined by the Income Category rent rate. If there is no income restriction present, the rent rate is determined by Category L guidelines.

F. Purchasing a Workforce Market Community Home

- 1) Workforce Market Deed Restricted Homes may be sold to any qualified buyer as defined in the applicable deed covenant. The applicable deed covenant may, among other things, describe the following:
  - (a) The owner's right to rent the home, and under what circumstances.
  - (b) Any Administration Fee to be paid by the owner to BCHA.
  - (c) Any restrictions on resale of the Home.
  - (d) Any limits to appreciation that the owner may realize on resale; and
  - (e) Any recapture provision.
- 2) The purchaser may engage the services of a licensed Real Estate Broker or may represent himself in a transaction. Any fees charged by the Real Estate Broker may be the responsibility of the purchaser.
- 3) Any person interested in purchasing Workforce Market Community Housing must first obtain a Letter of Qualification from BCHA.
- 4) Each purchaser is required to sign an acknowledgment and acceptance of the Workforce Market Deed Covenant.

**Commented [SG5]:** Are these purchasers from the Data Base? What is extent of BCHA involvement?

**Commented [CC6R5]:** Yes, there are three in the database and hopefully more going forward. One is a friend who regularly asks for updates. Some communities only do category L.

**Commented [SS7R5]:** Goes to Workforce Housing Section

**Commented [SS8R5]:** I have reconsidered this and think it should actually stay in purchasing. Thoughts?

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### Section 5. Selling Community Housing

Every sale of a Community Home must comply with the deed covenant. BCHA may identify qualified purchasers but does not guarantee the sale of the home.

#### A. Deed Covenants

Each purchaser must execute, in a form provided by BCHA and for recording with the Clerk’s Office of Blaine County, concurrent with the closing of the sale, a document acknowledging the purchaser’s agreement to be bound by the recorded deed covenant covering the Community Home and these Guidelines.

#### B. Fees

##### 1) Income -restricted Community Homes:

Unless otherwise instructed by BCHA staff, the seller must pay a non- refundable prepayment of \$500.00 to BCHA at the time the owner delivers the signed **Notice of Intent to Sell** to BCHA. This amount may be deducted from the total Administration Fee due to BCHA at closing. This fee may offset costs of radon testing and a home inspection. The home inspection may be critical in calculating the maximum sale price of the home.

At the closing of the sale of the income restricted home, the seller must pay BCHA an Administration Fee equal to three percent (3%) of the sale price or the amount stated in the Deed Covenant if it is less than three percent (3%). The requirement to pay this fee is contained in the Deed Covenant. BCHA may instruct the title company to pay this fee to BCHA out of the funds held for the seller at the closing.

##### 2) Workforce Market Community Homes:

At closing of the sale, the seller must pay BCHA a fee as set forth in the deed covenant in the Notice of Intent to Sell.

**Commented [SS9]:** Add document to appendix

### C. Procedure

The staff members and board of Commissioners of BCHA are not acting as licensed brokers or real estate agents representing any party to the transaction, but solely as representatives of BCHA and its interests. BCHA may treat every purchaser and seller of Community Housing with fairness in accordance with these Community Housing Guidelines and will prohibit discrimination on the basis of race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status on the part of the purchaser, seller, or the agents of any party to any transaction.

**Commented [SS10]:** Provide a piece in non-compliance about this

#### 1) Prior to Selling. Notifying BCHA of Intent to Sell

- a) A Community Homeowner interested in selling their Community Home must:
  - i. meet with BCHA staff and review the Deed Covenant to determine the maximum sales price permitted and other applicable provisions concerning a sale. A home inspection will be conducted to determine the good upkeep of the home. The sale price may not include carryover for improvements completed by the previous owner. The Deed Covenant, Home Inspection, and Section 7 of these Guidelines are used to determine the pricing of “for-sale” Community Housing. Owners should contact BCHA early in the process so that BCHA can properly determine the interest level of Applicants; and
  - ii. Execute and deliver to BCHA a “Notice of Intent to Sell” in the form provided by BCHA. The selection of the purchaser and terms of the transaction may be as described in the Community Housing Guidelines in effect on the date BCHA receives the Notice of Intent to Sell.
- b) The selection of the purchaser, approval of the sale price, and the terms of the purchase and sale must be monitored and must be approved by BCHA.
- c) If BCHA receives a “Notice of Intent to Sell” from the owner, and the owner later fails to consummate a sale transaction, the owner must reimburse BCHA in accordance with Section 5(B)(above).
- d) If a real estate broker is used, the broker must, **prior to the execution of the listing agreement for the Community Home**, sign an acknowledgement and agreement with BCHA that the sale may be conducted in accordance with the terms of the Deed Covenant on the Community Home and these Community Housing Guidelines.
- e) If the seller consults with legal counsel, licensed real estate brokers, or such related services, the fees may be at the seller’s own expense. BCHA Administration Fees and other fees are to be paid regardless of any expenses incurred by the seller or purchaser in connection with the sales transaction.

**Commented [SS11]:** Include document in appendix



## 2) Selection of Purchaser and Solicitation of Offers

- a) After BCHA receives the “Notice of Intent to Sell” from the owner, BCHA may create an Applicant Pool for each Community Home to be offered, as outlined in Section 4(A).
- b) BCHA may notify each of the qualifying Applicants, beginning with the longest tenured Applicant, to determine their interest in the available Home. BCHA may coordinate with the Seller, Applicant, or their agents (if applicable) times for viewing the Community Home. Should no eligible applicant be found in the database, all applicants may be notified of the community home availability and its income category. If a waiting list applicant believes they now qualify for the income category indicated, they may contact BCHA for review of income.
- c) Once an Applicant has viewed the Home and is interested in purchasing the Home,
  1. The Applicant must ensure that all application information is updated and verified to the satisfaction of BCHA.
  2. If the selection criteria are met, the Applicant(s) may be given the opportunity to purchase the Home.  
The Applicant must ensure that all application information is current on an ongoing basis.
  3. Neither BCHA nor the Seller is obliged to delay the sale of a Community Home for more than five (5) business days to allow an Applicant to update his or her application information.
- d) An Applicant, selected under this procedure, will have five (5) business days from the date of being notified by BCHA to execute a Purchase and Sale Agreement for the Community Home.
  1. If the Applicant does not execute a Purchase and Sale Agreement within that time, the Applicant must forfeit their position in the Applicant Pool, and
  2. The next person in line in the Applicant Pool may be notified and so on, until the Community Home is under contract for purchase.
- e) If the Owner and Applicant cannot reach an agreement, the steps outlined in C (above) may be repeated with the next eligible applicant.

D. Additional Information Related to the Sale of Community Housing by a Community Homeowner.

- 1) BCHA, its staff and Board of Commissioners, do not act as licensed brokers or real estate agents representing any party to the transaction, but solely as representatives of BCHA and its interests in administering the Deed Covenant.
- 2) The Owner of a Community Home is responsible for the sale of the Community Home throughout the process.
- 3) Both the Owner and Purchaser are solely responsible for fees charged by their respective agents during and at the conclusion of the Community Home Sale Process.
- 4) Other Fees not charged by BCHA and not contemplated by this Section of the Community Housing Guidelines must not be incorporated into the Initial Purchase Price unless the total of those fees when added to the Purchase Price is less than the Maximum Resale Price listed in the Notice of Intent to Sell.
- 5) BCHA does not guarantee that a Community Homeowner may realize the maximum calculated resale price of the Community Home.
- 6) Not more than one Home may be owned by the same person (Applicant), either as a sole owner or as a Joint Tenant or Tenant-in- Common, nor may another member of an Applicant's Household own another Home.
- 7) If a Notice of Intent to Sell has been given to BCHA and the owner must relocate to another area before the Community Home has been sold, the home may, upon approval of BCHA, be rented to a qualified individual, in accordance with these Guidelines (See Sections 3 and 7) for a maximum period of two (2) years. Notice of the owner's intent to rent the Community Home should also be provided to any applicable homeowners' association at the time the rental request to BCHA is made. A letter requesting permission from BCHA to rent the Community Home until it is sold must be sent to BCHA before the home can be rented.
- 8) If an Owner wishes to lease the Community Home during the Community Home Sales Process, all Tenants must be qualified by BCHA and the Community Home must be leased pursuant to the terms set forth in the Deed Covenant on the Community Home or, if there are no such provisions in the Deed Covenant, upon terms approved by BCHA.
- 9) Each Tenant is entitled to a minimum six (6) month written lease that includes a move out clause with a sixty (60) day notification to the Tenant that the Community Home has been sold. A copy of the executed lease must be furnished by the owner to BCHA.

**Commented [AM12]:** Didn't it say 4 months minimum earlier?

**Commented [SS13R12]:** Does this need to align with our renting out a community home for leave of absence time frame?

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### Section 6. Purchase of Community Housing by Local Employers

A Local Employer may desire to purchase Community Housing for use as rental Housing for employees. Local Employers are exempt from the income and net worth requirements for owning Community Housing.

#### A. Purchase of Community Housing by Local Employers

Local Employers (who are not the developers of the Community Housing development) participating in this program must use the Community Housing as rental Housing for a minimum of two (2) years and must comply with the Guidelines with respect to renting to their employees and with the terms set forth in the Deed Covenant. Local Employers who wish to be qualified as purchasers of Community Housing must apply to BCHA. A Local Employer who is not the developer of the Community Housing development desiring to sell its Community Housing must offer the Community Housing for sale in accordance with Section 5 of these Guidelines.

##### 1) Qualifying Local Employer must provide to BCHA the following:

- (a) The Local Employer must have offices and employees who provide services within Blaine County.
- (b) The Local Employer must provide evidence that it has employees within Income Categories 1 through 5 and who are qualified to rent Community Housing.
- (c) If an Income Category is enumerated on the Deed Covenant, the Local Employer must provide a listing of the positions and pay scales of the employees must be provided to BCHA. BCHA may review this list and provide a summary of the employees who would qualify to rent the housing.

##### 2) Purchase Price of Community Housing for Local Employers:

BCHA must determine within any given development the maximum prices and Income Categories of the Community Homes available for Local Employer purchase. The prices for the Homes may be the same for Local Employers as for the public.

##### 3) Limitations on the amount of Community Housing a Local Employer may purchase:

Subject to the exception set forth below, within any one development (including subdivisions, contiguous developments, condominium/townhome developments and scatter site developments by one developer), Local Employers may purchase a cumulative maximum of thirty percent (30%) of the Community Housing for use as employee rental Housing. Local Employers may be allowed to purchase an additional ten percent (10%) of the Community Homes for a total of forty percent (40%) of the Community Housing, provided that the remaining Community Housing has not been sold to Applicants during a period of ninety (90) days or longer. A developer may provide BCHA a written request to sell an additional ten percent (10%) with documentation that there is little or no interest from applicants in the Applicant Database. BCHA may evaluate the request by Special Review.

#### 4) Local Employer Use of Community Housing

Local Employers purchasing Community Housing must rent the Homes in accordance with these Guidelines. While it is assumed that Local Employers have purchased the Community Housing for their employees, they may also rent to the general public where permitted and in accordance with these Guidelines.

#### 5) Compliance with the Guidelines:

- (a) To ensure that the Local Employer is in compliance with the Guidelines, they or their managing agents must provide evidence as reasonably requested by BCHA.
- (b) For any violation of the Guidelines, BCHA may issue a notice to the Local Employer and the jurisdiction wherein the Employee Housing is located. The Local Employer may have 60 days to correct the violation. If the violation goes uncorrected for more than 60 days, BCHA may force an immediate sale of the Home in question or initiate a plan to sell all the Community Housing owned by the Local Employer and/or impose fines.

#### 6) Purchase of Local Employer Owned Housing by the Employee:

After a minimum period of two years, a Local Employer who desires to sell its Community Housing must first notify BCHA and then must first offer the Housing to the employee renting the Home. If the employee does not wish to purchase or does not qualify for the purchase of the Home, the home must be offered to the Applicant Pool in accordance with Section 4(A).

### B. Local Employer Developments

In those instances where a Local Employer develops “for sale” Community Housing for its employees, a special Applicant Pool may be established for the development pursuant to Section 4(C).

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### Section 7. Income Categories and Pricing

Income Categories are used by BCHA to determine the appropriateness of Community Housing development proposals in each location and to determine which Applicants must be considered for particular Community Homes. These Income Categories are based on percentages of the Area Median Income (AMI) that are assigned to Blaine County by HUD on an annual basis. A Household may purchase or rent a Community Home in a higher Income Category, but not in a lower Income Category. The Household Net Worth must not exceed the published allowable net worth specified for the Income Category. Current income limits and allowable net worth are available on BCHA’s website or by request.

**Table 7.1 Household Income Categories by Area Median Income (AMI).**

Income Category	Percentage of Area Median Income
1	Less than 50%
2	50% to 60%
3	60% to 80%
4	80% to 100%
5	100% to 120%
6	120% to 140%
L	No Income Limit but must be a full-time resident of Blaine County

\*For Income Categories greater than 6, BCHA may recommend that proposed housing be classified as “Category L” which is housing that may be offered to the full-time residents and employees of Blaine County. Category L housing should be offered in tandem with housing Categorized at Income Category 5 or below.

**Commented [CC14]:** Note that you don’t have to use HUD and could instead use most recent census data. This could get confusing if you also start to receive HUD funding (if you become a certified Public Housing Authority)

**Commented [AM15R14]:** ARCH and BCHA limits have shown up as different which is weird. ARCH uses:  
The date posted on the IHFA site (Usually HUD changes in July)  
<https://www.idahohousing.com/federal-programs/home-program/>

#### A. Calculation of Sales Prices for Newly Constructed/Available Community Housing

- 1) Maximum sales prices are calculated based upon the federal affordability calculation allowing thirty percent (30%) of Household Income to be allocated to monthly housing cost. The sales price for newly constructed/available Community Housing varies according to the Area Median Income in any given year and according to the calculation of the “maximum monthly housing cost.” “Maximum monthly housing cost” includes the following monthly payments:
  - a) Principal, interest, and mortgage insurance payment (if any) on first mortgage
  - b) Escrow payment of property taxes and property insurance
  - c) Land lease payments if any
  - d) Homeowners/condominium association fees if any
  - e) Utility costs

#### B. Calculation of Maximum Sales Price

- 1) The maximum sales price is based on the minimum income of an Income Category to ensure that the price of a Community Home is affordable to every purchaser within that Income Category.
- 2) The amount is determined by the Community House Pricing Calculator found on BCHA’s website, <https://www.bcoha.org/housing-affordability-calculator.html>. [BCHA performs this calculation.](#) BCHA performs this calculation.

#### C. Maximum Monthly Gross Rental Rates for Community Housing

- 1) The maximum monthly gross rental rates for newly constructed/available Community Housing are published by BCHA on a schedule in conjunction with the release of Income Limit data provided by HUD.
- 2) The latest maximum monthly gross rental rates can be found on BCHA’s website. These monthly Gross Rental Rates must be in effect for the term of the initial lease (twelve (12) month minimum). Thereafter, the maximum monthly gross rental rate can be adjusted in accordance with the published maximum monthly gross rental rates at the time of renewal.
  - a) Due to the fact that published AMI numbers may decrease over a calendar year, BCHA recommends setting monthly rent at a number as close as possible to the middle of a given Income Category, to ensure ongoing stability for the tenant and predictability of income for the landlord.
  - b) In the event of a published AMI **decrease** by HUD, and if the monthly rent is set at the maximum allowable number within a given Income Category, the rent would be required to be **lowered** to the new corresponding published AMI
- 3) The maximum monthly gross rental rates are based on an amount equal to thirty

**Commented [CC16]:** I think this happened last year and this wasn't implemented. I don't think this is feasible from a lenders or borrower's perspective - other programs set a floor at underwriting/ when the loan is taken out

**Commented [SS17R16]:** This only pertains to rentals.

percent (30%) of the Household Income per month. This gross rental rate figure includes utilities.

- 4) Please contact BCHA for a Utility Allowance Analysis based on each unit's size, appliances and heat source to get a net rental rate figure. ***The maximum Net Monthly Rent may be less than the published Monthly Gross Rental Rates.***

**Commented [CC18]:** Summit County uses 25% (also different from HUD) to allow for savings for a downpayment

**Commented [AM19]:** Does BCHA publish monthly gross rental rate figures?

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### Section 8. Procedures for Exceptions and Grievances

Situations may arise where a special review is appropriate to allow for exceptions to the application of these Policies to situations, or to address grievances against BCHA for its actions or failure to act in accordance with these Policies. These two processes are described below:

#### A. Request for an Exception

- 1) Exceptions to any provision of these Policies may be granted by the BCHA Board when the strict application of the policy causes an undue hardship or burden, and not merely inconvenience or preference, because of circumstances unique to a particular Applicant, Tenant, or Owner.
- 2) Any Applicant, Tenant, or Owner may file a request for an Exception in writing with BCHA stating 1) the ground(s) for the Exception request, 2) the action requested, and 3) the name, address, and telephone number of the person making the request and his or her representative, if any.
- 3) Upon receipt of a request for an Exception, the BCHA staff shall review, investigate, and prepare for the BCHA Board a report analyzing and making a recommendation on the requested Exception; shall forward the report to the Board and the person making the request; and shall notice a meeting of the Board and all parties involved to hear and make a decision on the request, to be held as soon as practicable and convenient to the Board and the person making the request.
- 4) At the meeting, the Board shall review the request and any additional information and evidence presented by the person making the request and any other person present at the meeting. Prior to making a decision on the request, the Board may continue the meeting as it deems necessary to obtain additional information or for further deliberations.
- 5) The Board may approve, approve with conditions, or deny a request for an Exception. The decision of the Board shall be supported by written explanation and findings. A decision to approve a request for an Exception shall be based on the following findings:
  - a. That the strict application of the BCHA Community Housing Administrative



Policies to the circumstances presented causes an undue hardship or burden, and not merely inconvenience, unique to the person and circumstances for which the request is made;

- b. Approval of the request is consistent with the spirit, purpose, and intent of the Policies;
- c. Approval of the request will not give the person requesting the Exception an undue or unfair advantage over another person;
- d. Approval of the request will not conflict with any provisions of the BCHA Deed Covenant on the property subject to the request.

The Board will provide the person making the request with its written decision and findings. The Board will make every effort to render a decision within 30 days after the filing of the request and all requested information.

#### B. Grievance Procedure

- 1) Any Applicant, Tenant, or Owner may file a Grievance in writing with BCHA stating:
  - a) the particular ground(s) upon which it is based;
  - b) the action requested; and
  - c) the name, address, telephone number of the grievant and his or her representative, if any.
- 2) Upon receipt of a written Grievance, a public hearing before the BCHA Board of Commissioners must be scheduled. The grievant must be afforded a fair hearing providing the basic safeguard of due process, including notice and an opportunity to be heard in a timely, reasonable manner.
- 3) The grievant and BCHA must have the opportunity to examine and, before the hearing at the expense of the complainant, to copy all documents, records, and regulations of BCHA that are relevant to the hearing.
- 4) Any document not made available by BCHA or the complainant, as applicable, after written request may not be relied upon at the hearing.
- 5) The complainant has the right to be represented by counsel. The matter may be continued at the discretion of BCHA.

#### C. Grievance Hearing

The Grievance Hearing must be conducted by BCHA as follows:

- 1) Oral or documentary evidence may be received without strict compliance with the rules of evidence applicable to judicial proceedings.

- 2) The right to cross-examine must be at the discretion of BCHA and may be regulated by BCHA as it deems necessary for a fair hearing.
- 3) Based on the records of proceedings, BCHA will provide a written decision and include therein the reasons for its determination.
- 4) The decision of BCHA will be binding and BCHA must take all actions necessary to carry out the decision.
- 5) Every attempt must be made to settle a Grievance with BCHA within six months after the date the Grievance is filed.
- 6) The decision of BCHA may be appealed to the Blaine County Commissioners in writing within ninety (90) days after the date the decision is rendered.
- 7) If the complainant fails to appear at the scheduled hearing, BCHA may make a determination to postpone the hearing, dismiss the complaint, or make a determination based upon the written documentation and the evidence submitted.
- 8) BCHA will make its determination on the basis of these Community Housing , BCHA Policies, and relevant BCHA-drafted Deed Covenants attached to the land.
- 9) BCHA must have the authority to enforce its determinations, as provided by law and put forth in these Community Housing , BCHA Policies and BCHA-drafted Deed Covenants attached to the land.

D. Alternative mechanisms for hearing and resolution

- 1) Use of certified local mediators or through Idaho’s Human Rights Commission.
- 2) Civil court proceeding. Complainant may be eligible for pro bono legal assistance through Legal Aid.
- 3) If a Fair Housing violation is suspected, contact the local jurisdiction. An appeal of the local jurisdiction’s findings would be to Idaho’s Human Right’s Commission.

**Commented [CC20]:** I'd like Sunny's thoughts on this, but in other grievance policies I've worked on we had to provide alternatives.

**Commented [SG21]:** I think Matt Johnson should be consulted on the Grievance Procedure section, may want to redraft it. He should probably be consulted on the Exception section also.

Create Enforcement Section

Enforcement (rentals)

1. Should the owner/landlord deny each of the applicants provided by BCHA, the owner/landlord may be reminded of landlord/tenant fair housing law and be required to provide written justification for each denial.

