



**HO-CHUNK NATION**  
**DEPARTMENT OF HOUSING**

**Rental Management Application**

APPLICATION INFORMATION					
Applicant's Name (include Jr. or Sr. if applicable)			Co-Applicant's Name (include Jr. or Sr. if applicable)		
HCN Enrollment #	Phone #	Age	HCN Enrollment #	Phone #	Age
Present Address (street, city, state, zip code)			Present Address (street, city, state, zip code)		
Date of Birth	Social Security Number		Date of Birth	Social Security Number	
Other Names Used:			Other Names Used:		
Ho-Chunk Veteran <input type="checkbox"/> Yes <input type="checkbox"/> No	E-Mail Address:		Ho-Chunk Veteran <input type="checkbox"/> Yes <input type="checkbox"/> No	E-Mail Address	

RENTAL HISTORY	
Present Landlord: _____	
Address: _____	
City: _____	State: _____ Zip Code: _____
Phone #: _____	
Previous Landlord: _____	Phone #: _____
Previous Landlord: _____	Phone #: _____
Have you ever rented from HHCDA? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you ever rented from Ho-Chunk Housing? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you ever received a house through the Home Ownership Program? <input type="checkbox"/> Yes <input type="checkbox"/> No	

RESIDENTIAL PREFERENCE	
Please check your area of preference. If more than one area, then list first preference with 1 second preference with 2 and so on.	
Black River Falls _____	Green Bay _____
Wisconsin Dells _____	Wisconsin Rapids _____
Milwaukee _____	Tomah _____
Wittenberg _____	

**HOUSEHOLD DATA**

How Long Have you lived at Present Address \_\_\_\_\_ Any Household member handicapped/disabled?  Yes  No

Do You Have Any Pets?  Yes  No Type: \_\_\_\_\_

List of All Persons That Will Reside in the Unit. Please provide proof of custody for minor children residing in the unit. (Court or divorce order, social service placement, copy of latest federal tax form, ect.)

NAME	RELATIONSHIP	DATE OF BIRTH	TRIBAL ID#
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____

**MONTHLY INCOME DATA**

Income verification is required to process this application. Please attach paycheck stubs or other pertinent verification of income.

Employer: _____	Monthly Gross Income: \$ _____
Employer: _____	Monthly Gross Income: \$ _____
AFDC .....	Monthly Gross Income: \$ _____
Social Security .....	Monthly Gross Income: \$ _____
Pension/Retirement .....	Monthly Gross Income: \$ _____
Disability .....	Monthly Gross Income: \$ _____
Unemployment Compensation .....	Monthly Gross Income: \$ _____
Child Support .....	Monthly Gross Income: \$ _____
Per Capita .....	Monthly Gross Income: \$ _____
Other: _____	Monthly Gross Income: \$ _____
<b>TOTAL INCOME \$ _____</b>	

I/We certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) on this application and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained within this application may result in a penalty of being ineligible for a rental unit and a denial of the processing of the application.

Applicant Signature	Date	Co-Applicant Signature	Date
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**HO-CHUNK NATION**  
**DEPARTMENT OF HOUSING**

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**AUTHORIZATON FOR RELEASE OF INFORMATION**

I/we, the undersigned, with this, authorize the Ho-Chunk Nation Department of Housing and their agents to obtain any information, necessary, to process the Ho-Chunk Nation Rental Management Application. This information may be obtained from the following sources, any of the Programs of the Ho-Chunk Nation, federal, state, and local governments and any of their agencies and representatives, law enforcement agencies, financial institutions, and current and prior landlords. This list is not all-inclusive and may include any additional agency, government, or private source, as deemed necessary by the Ho-Chunk Nation Department of Housing and/or their agents.

I/we, the undersigned, with this release the Ho-Chunk Nation Department of Housing and/or their agents any requested information from the following agencies: federal, state and local governments, law enforcement agencies, financial institutions, and current or prior landlords. The information requested may be given by fax, telephone, e-mail or in writing. This release is valid for fifteen (15) months from the date of the applicant's signature. This release is valid if photocopied and does not have to have an original signature.

I/we, have read the terms and conditions of the AUTHORIZATION FOR THE RELEASE OF INFORMATION and with this, give consent for the release of any requested information.

\_\_\_\_\_  
Printed Name of Applicant

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
S.S.N. of Applicant

\_\_\_\_\_  
Date of Birth of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Co-Applicant

\_\_\_\_\_  
Signature of Co-Applicant

\_\_\_\_\_  
S.S.N. of Co-Applicant

\_\_\_\_\_  
Date of Birth of Co-Applicant

\_\_\_\_\_  
Date



**HO-CHUNK NATION  
DEPARTMENT OF HOUSING  
P.O. BOX 170 TOMAH, WI**

<b>TITLE:</b>  Rental Management Policy	<b>EFFECTIVE DATE:</b>  12-03-2013	<b>REVIEW DATE:</b>  None
		<b>REVISION DATE:</b>  None
	<b>ATTACHMENT:</b>	<b>REVISION NUMBER:</b>  New
<b>EXECUTIVE DIRECTOR SIGNATURE:</b> 		<b>SIGNATURE DATE:</b> 12/6/13
<b>SUBJECT:</b> Rental Management Admissions & Occupancy Policy		<b>PAGE: 1 OF 8</b>

The goal of the Ho-Chunk Nation's Department of Housing's Rental Management Office is to provide affordable housing to qualified Ho-Chunk Nation enrolled families in a safe and healthy environment. This policy sets forth the procedures to be used by the Rental Management Office in the administration and compliance with applicable Ho-Chunk Nation codes in providing rental units.

**Section 1 – Applications**

Applications can be obtained from the Nation's website or by calling the Rental Management Office at 608-374-1225 or coming to the Ho-Chunk Nation's Department of Housing which is located at 27374 Highway 21 East, Building #5 in Tomah, Wisconsin.

The application will consist of the Rental Application, Rental Management Policy and the Authorization for the Release of Information form.

Applications will be reviewed to determine completeness, if there is any information missing, applicant will be notified as to what information is missing, and asked to provide this in order to proceed. Applicant will not be placed on the waiting list until all information is received.

Applications will be valid for one (1) year. It is the applicant's responsibility to update their application.

**Section 2 - Eligibility Requirements**

- 2.1 Eligibility is limited to Ho-Chunk Nation Enrolled families, 18 years of age and older.
- 2.2 Provide all required information.

- 2.3 All documents must be signed by all members in the applicant's household 18 year of age and older.
- 2.4 Applications must be updated every year by the applicant. If the applicant fails to update, the application will be considered inactive and a new application must be submitted with all the documentation that is required. The applicant will be placed on the waiting list at the position according to the new date the application is received.
- 2.5 Eligible applicants will be placed on a waiting list after all the required documents are received.
- 2.6 Families determined to be ineligible shall be notified within five working days for the reason(s) of ineligibility, in accordance with Section 5.

### **Section 3 - Selection and Screening**

Screening will include an examination of applicant's past rental history and criminal activity; items that could adversely affect the safety and welfare of the community.

- 3.1 Selections will be made dependent upon the availability of an appropriate sized unit. In the case of two or more families having equal preference, the date and time of a completed application shall determine which family is selected.
- 3.2 Selection will begin chronologically based on the number of bedrooms available for the proper sized family, in accordance with Section 7 Occupancy Standards.
- 3.3 Homeless situations that will have priority are those due to fire, flood, tornado or other natural disasters.
- 3.4 If a selected applicant decides not to accept the unit offered, the Rental Management Office will keep their application on the waiting list, if they have shown good cause for the refusal. If the applicant declines unit for no good cause will be moved to the bottom of the list with a new date.
- 3.5 Screening of information provided by applicant
  - a. Contact previous landlords for rental history; if the applicant doesn't have any previous landlord history, then personal references may be used. Personal references from family members will not be accepted.

### **Section 4 -Background Checks**

A Criminal History Background check will be conducted on the applicant and household occupants 18 years of age and older, going back for a two (2) year period to the date of application to determine if the applicant has a history of meeting financial responsibilities, and has not engaged in criminal or illegal activities that would have a negative effect on other tenants and the community.

### **Section 5 - Ineligible Criteria**

The Rental Management Office reserves the right to reject the application of individuals applying for housing in cases where it is determined that admission of the applicant and/or any member of the household would be a detriment to other residents and/or the community.

- 5.1 In order to determine whether the admission or continued occupancy of an applicant, the Rental Management Office will review the applicant's background to determine if the applicant is ineligible.
- a. **Violent crimes:** Applicants convicted of violent crimes will be permanently ineligible for any type of housing from the Ho-Chunk Nation Rental Management Office. Violent crimes include, but are not limited to, the following: murder, crimes against children, sexual crimes, and assault with deadly weapons.
  - b. **Drugs:** Any member of an applicant's household convicted of methamphetamine production (manufacture) or distribution, showing involvement in the sale, use, distribution or manufacture of any type of controlled substances. Such crimes typically include; convictions for the sale or possession with the intent to distribute or deliver, or furnishing drugs to minors. Conviction of these types of crimes will render an applicant ineligible to rent for a period of two (2) years. Applicants who have been previously convicted of certain drug crimes are ineligible to rent, except if convicted person(s) is recovering or has recovered from an addiction and submits evidence including but not limited to participation in or successful completion of a treatment program.
  - c. **Criminal Activity:** Applicants convicted of criminal activity that could pose a threat to the health, safety and peaceful enjoyment of other tenants premises are ineligible to rent from the Rental Management Office for a period of two (2) years calculated based on the most recent date of conviction. For the purpose of this policy, criminal activity includes, but not limited to, the following: Destruction of property, Damage to property, Theft, Burglary, or Gang Activity.
  - d. **Prior Eviction or Abandonment:** Applicants who previously rented and who were evicted or abandoned their unit may be ineligible for future housing. Any debts incurred as a result of eviction or abandonment must be paid before being considered to rent again.
- 5.2 **Fraud/Misrepresentation:** Any fraud or material misrepresentation made by an applicant in connection with the admission or continued occupancy shall constitute grounds for ineligibility.
- 5.3 **Principle Residence:** The Applicant must use the unit as their primary residence.
- 5.4 **Notification to Applicant of the Denial**  
Notice of denial will be sent within five (5) working days to the last known address. Reason(s) for the denial will be stated.

#### **Section 6 - Waiting List**

Approved applicants will be placed on a waiting list in the order of time and date the **completed application** was received.

- 6.1 Applicants are required to contact the Rental Management Office to update the application whenever there is a change in the information they previously provided, as this could affect their continued consideration.

**Section 7 – Occupancy Standards**

In order to prevent overcrowded conditions and under-utilized space, the Rental Management Office may make exceptions due to unusual circumstance which will be assessed on a case by case basis. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc. Units shall be assigned in accordance with the following schedule:

Number of Bedroom(s)	Minimum Number of Person(s)	Maximum Number of Person(s)
2	1	4
3	3	6
4	6	8

7.1 There may be an occasion where a tenant may be placed in a unit that is under-utilized or overcrowded. The following must occur when the tenant is waiting for a unit that meets their household size.

The Residential Lease Agreement must have an Addendum to the Residential Lease Agreement stating the following:

- a. Tenant agrees to move to a correct sized unit when available
- b. Tenant agrees to move within thirty (30) days of the notification
- c. Tenant agrees that all expenses associated with the move shall be their responsibility, only if the request to move has been their request.
- d. Tenant agrees to pay for damages to old unit above normal wear and tear
- e. Tenant agrees to pay the appropriate rent and security deposit for the new unit
- f. The terms and conditions of the Residential Lease Agreement will not change
- g. Tenant agrees to sign a new Residential Lease Agreement

7.2 Rental Units will be assigned so as not to require use of the basement for sleeping purposes.

7.3 Additions of occupants to the Residential Lease Agreement.

- a. New adult additions, 18 years of age or older not on original application, must complete the application process prior to moving in.
- b. New minor additions, a written notice must be sent to the Rental Management Office with the name, age and gender.

**Section 8 – Residential Lease Agreement**

8.1 A Residential Lease Agreement must be executed prior to occupancy.

8.2 A Residential Lease Agreement shall be executed by an authorized employee on behalf of the Rental Management Office.

**Section 9 – Rent and other payments**

This section describes the rental payments required and, if applicable, any additional required payments.

- 9.1 **Security Deposit**, an amount equal to one month rent shall be collected from all head of households, this Security Deposit must be paid in advance of moving in. The Security Deposit shall be used if there is damage to the rental unit, unpaid rental accounts or utility delinquencies. Should the delinquent amount exceed the Security Deposit the balance shall be collected from the tenant's per-capita payment. If there are no additional charges to the tenant at move out, the Security Deposit shall be refunded to the tenant.
- 9.2 **Rental Fee**, a monthly rent fee is due and payable on the first day of each month. There is a grace period of five (5) days for the payment to be received in the Rental Management Office or postmarked by the fifth day of the month. If monthly Rental Fee is delinquent sixty (60) days, termination process will begin.
- 9.3 **Late Fee**: Should the Rental Fee be late in meeting the payment date; a Late Fee is assessed in the amount of \$25.00.
- 9.4 **Non-Sufficient Fund (NSF) Fee**: Should the tenant make payment with a check that does not have sufficient funds, there shall be a \$25.00 NSF Fee added to the tenant's account. If on two or more occasions, a insufficient funds check is presented, personal checks no longer will be accepted as a form of payment from the tenant.
- 9.5 **Administration Fee Utilities**: The utilities are designated to the head of household through the Residential Lease Agreement as the responsible party; should the tenant not have the utilities accounts in their name or not pay a utility bill, the Rental Management Office will have to pay the bill and charge a \$25.00 Administration Fee to the tenant. The tenant's account will have the charges for the Utility Bill and the Administration Fee charged to their account.
- 9.6 **Administration Fee Heat**: Heat is the responsibility of the tenant and the proper heat temperature is to be maintained during the winter. Should the Rental Management Office have to pay the heating utility bill; the heating utility bill, any associated charges, and the \$25.00 Administration Fee shall be charged to the tenant's account. Repairs that are caused by the tenant's failure to maintain heat and/or neglect will be charged to the tenant's account.
- 9.7 **Maintenance/Repair Fee**: Maintenance/Repairs that are caused by neglect or damage by tenant, household members, or guest of tenant or household members, shall be charged to the tenant's account.
- 9.8 **Transfer Fee**: In a situation where a tenant requests a transfer to another unit for other reasons than health, or over/under utilization of the unit there shall be a Transfer Fee of \$100.00.

## **Section 10 – ELDERS**

The Ho-Chunk Nation has determined that when an Elder becomes 60 years of age, they shall be eligible to reside in the Nation's rental units, paying an Elder Administrative Fee.

- 10.1 **Eligibility for the Elder Administrative Fees**.  
Ho-Chunk Nation Enrolled Elder, and must be the head of household on the Residential Lease Agreement.

**10.2 Fee and Age For Elder**

\$100.00 per month for Ho-Chunk Enrolled Elders 60-69 years of age.

**10.3 Fee and Age for Elite Elder**

\$0.00 per month for Ho-Chunk Enrolled Elders 70 + years of age.

**10.4 Elder's Primary Residence.**

Should the Elder be absent from the rental unit for sixty (60) days, without medical or other emergency needs, the Rental Management Office may terminate the lease.

**Section 11 – Per Capita Disbursement Payment**

All Ho-Chunk enrolled tenants, 18 years of age and older, receiving a per capita disbursement payment must sign an Irrevocable Assignment of Per Capita.

- 11.1 The assignment is to pay delinquent rent, non-payment of utilities, damages to the rental unit, and other payments due that are the responsibility of the tenant.

**Section 12 – Renter's Insurance**

The Rental Management Office will carry insurance on the structure of the unit. Tenants are required for securing renter's insurance coverage for their personal property.

**Section 13 – Change of Head of Household**

If the Head of Household is married or has a cohabitant that is non-native and the head of household passes away during the period of the lease, or voluntarily vacates and removes themselves from the Residential Lease Agreement, the non-native spouse or cohabitant who remain will have the earlier of the following options to move from the unit that was formally occupied with a qualified Ho-Chunk as Head of Household:

- a. By the end of the current Residential Lease Agreement period; or no later than six (6) months from the date that the Rental Management Office is notified.

**Section 14 - Inspections**

The tenant will permit the Rental Management Office to conduct interior/exterior inspection of the unit as needed.

- a. The Rental Management Office will enter a rental unit to perform emergency maintenance service without notice.
- b. The Rental Management Office will provide 12 hours written notice for Routine Inspections.
- c. The Rental Management Office may enter in case of criminal activity without notice and may be accompanied by law enforcement.

**Section 15 – Unit Transfers**

Current tenant's requesting a transfer to another unit must submit a written request to the Rental Management Office.

a. **Requirements**

Tenant's must have had completed six (6) months of occupancy, the exceptions would be proof of a medical reason for the transfer or overcrowding or under utilization.

**Section 16 – Lease Violations**

The tenant, all family members, and all other persons who are on the premises must agree to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of their accommodations.

- 16.1 Depending on the severity of a Lease Violation, eviction could be immediate, in accordance with Ho-Chunk Nation's Eviction Code.
- 16.2 Should a tenant or member of the tenant's household be convicted of a sexual offense, (felony or misdemeanor), the offender shall be required to vacate the unit within two (2) days of the conviction. No further admission will be afforded to an offender that has been convicted.
- 16.3 Should a tenant or member of the tenant's household be convicted of a drug offense, (felony or misdemeanor), the offender shall be required to vacate the unit within two (2) days of the conviction.
- 16.4 Tenants shall not alter or change the locks on the unit. If a lock needs to be replaced, the Rental Management Office must be notified so that the lock can be keyed to the master key system. All such changes shall be done at the tenant's expense.
- 16.5 There are other minor Lease Violations that the tenant will receive; a warning notice through a Five Day Notice for the correction of the violation. Although repeated violations of the same issue may result in the eviction procedure to begin.

**Section 17 – Pets**

Pets are cause for high maintenance repairs to units. There will be no pets allowed in rental units.

**Section 18 – Evictions**

Evictions will be in accordance with Ho-Chunk Nation's Eviction Ordinance.

**Section 19 – Grievance Process**

Upon filing of a written request, a complainant shall be entitled to an opportunity for a hearing.

- 19.1 If you disagree with a decision or action, please do not hesitate to call the Rental Management Office staff member whose decision or action concerns you. Perhaps your matter can be resolved informally or the decision or action can be explained to your satisfaction. While informal resolution is encouraged, it does not affect your right to formally complain, grieve and appeal. Administrative remedies must be exhausted, and you cannot skip this initial process.
- 19.2 If you disagree with a decision or action of the Rental Management Office, you have the right to file a formal complaint, grievance or request for review with the Executive Director of the Department of Housing within thirty (30) days from the date of the Rental Management Office's decision or action. The Executive Director of the Department of Housing will review your case and respond in writing within fourteen (14) working days.

19.3 If the Executive Director of the Department of Housing denies your appeal, you have the right to appeal to the Ho-Chunk Nation Trial Court within fourteen (14) working days from the date of the response from the Executive Director of the Department of Housing.