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YAKAMA NATION HOUSING AUTHORITY

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**MUTUAL HELP HOME BUY-BACK  
PROGRAM POLICY**

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**Yakama Nation Housing Authority**

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## TABLE OF CONTENTS

Chapter 1. PURPOSE AND SCOPE .....	1
100.1 Purpose.....	1
100.2 Scope .....	2
Chapter 2. AUTHORITY, ADMINISTRATION AND APPLICABLE LAWS .....	1
200.1 Authority.....	1
200.2 Delegation of Authority .....	1
200.3 Implementation.....	1
200.4 Applicable Laws .....	1
200.5 Sovereign Immunity.....	2
200.6 Prior Policies .....	2
200.7 Other Policies.....	2
Chapter 3. DEFINITIONS .....	2
300.1 Home .....	2
300.2 Conveyed .....	2
300.3 Homeowner.....	2
300.4 Landowner .....	2
300.5 Indian Trust Land .....	2
300.6 Lease .....	2
300.7 IHBG .....	2
300.8 Elderly Person.....	3
300.9 Elderly Family.....	3
300.10 Disabled Family.....	3
300.11 Disability.....	3
300.12 Tribal Member .....	3
Chapter 4. PURCHASE OF MUTUAL HELP HOMES.....	3
400.1 Funding.....	3
400.2 Homes Eligible for Purchase .....	3
400.3 Identification of Homes.....	4
400.4 Priorities .....	4
400.5 Recommended Purchases .....	4
400.6 Approval of Purchases .....	5

400.7 Purchase Price .....	5
400.8 Land Lease .....	6
400.9 Not FCAS .....	6
400.10 Useful Life .....	6
400.11 Use as Rentals .....	6
400.12 Relocation .....	6
Chapter 5. CLOSING .....	7
500.1 Closing .....	7
500.2 Payment.....	7
500.3 Repairs.....	7
Chapter 6. GRIEVANCES .....	7

# **YAKAMA NATION HOUSING AUTHORITY**

## **Mutual Help Home Buy-Back Program Policy**

### **Chapter 1**

#### **PURPOSE AND SCOPE**

- 100.1 Purpose.** This Mutual Help Home Buy-Back Program Policy (this “Policy”) has been adopted by the Yakama Nation Housing Authority (“YNHA”) Board of Commissioners (the “Board”) to provide direction to the staff of YNHA to follow in purchasing former Mutual Help Homes for use as YNHA rental stock.
- 100.2 Scope.** This Policy applies to purchases of former Mutual Help homes situated on land held by the United States in trust for the Yakama Nation or for one or more individual landowners.

### **Chapter 2**

#### **AUTHORITY, ADMINISTRATION & APPLICABLE LAWS**

- 200.1 Authority.** The Board has authority to adopt this Policy under Resolution T-94-77 (June 21, 1977), as amended, and is responsible to ensure that any policies that are adopted are appropriate for YNHA. This Policy and any amendments to this Policy shall be effective only upon adoption by Resolution of the Board.
- 200.2 Delegation of Authority.** The Board delegates the responsibility for the administration and monitoring of this Policy to the YNHA Executive Director. The Executive Director may delegate one or more of his/her duties to a YNHA staff member who is competent to perform those duties, provided the delegation is in writing.
- 200.3 Implementation.** The Executive Director will ensure that any procedures or forms that are developed to implement this Policy conform to this Policy. Work performed this Policy shall be at all times in the best interests of the YNHA and in accord with other YNHA policies and applicable laws. Personnel using this Policy are responsible for being familiar with its content.
- 200.4 Applicable Laws.** This Policy shall comply with all applicable laws and regulations, including, without limitation, the Revised Code of the Confederated Tribes and Bands of the Yakama Nation (“RYC”), as amended, the Native American Housing and Self-Determination Act of 1996 (Pub. Law 104-330), as amended (“NAHASDA”), federal laws pertaining to Indian trust land, and all applicable federal regulations. The YNHA Executive Director will periodically review this policy and recommend amendments as necessary to comply with applicable laws, or for other purposes.

- 200.5 Sovereign Immunity.** YNHA hereby expressly affirms its tribal sovereign immunity to suit in any jurisdiction or tribunal and does not waive, alter, or otherwise diminish that sovereign immunity by adopting or implementing this Policy or any other standard, document, or law referenced herein. To the extent any provision of this Policy or other referenced standard, document, or law is inconsistent with the sovereign immunity of the YNHA or the Yakama Nation, such provision is not adopted by this Policy and is declared void, unenforceable, and severable from the remainder of this Policy.
- 200.6 Prior Policies.** This Policy supersedes all prior policies and communications on each covered subject. This Policy is a tool to assist YNHA personnel, and it does not create a contract or promise specific treatment in specific situations. The Board reserves the right to change, cancel or interpret any YNHA policies at its sole discretion and without prior notice.
- 200.7 Other Policies.** Other YNHA Policies may apply and should be consulted and implemented in concert with this Policy.

### Chapter 3 DEFINITIONS

- 300.1 Home** means a dwelling unit constructed by YNHA under the Mutual Help Homeownership Program or the Mutual Help Homeownership and Opportunity Program under the 1937 Housing Act.
- 300.2 Conveyed** means, when referring to a Mutual Help Home, that the Homeowner has a signed Bill of Sale from YNHA for the Mutual Help Home.
- 300.3 Homeowner** means a person with a signed Bill of Sale or other indicia of ownership for the Home. *See* paragraph 400.5(c) of this Policy. References to Homeowner in the singular include Homeowners in the plural.
- 300.4 Landowner** means a person whose beneficial interest in Indian Trust Land is shown on a current Certified Title Status Report prepared by the Bureau of Indian Affairs, U.S. Department of Interior (“BIA”). References to Landowner in the singular include Landowners in the plural.
- 300.5 Indian Trust Land** means land held by the United States in trust for the Yakama Nation or for one or more enrolled members of the Yakama Nation.
- 300.6 Lease** means a contract between the Landowner and YNHA which specifies that YNHA shall have the use of the Indian Trust Land for a specified time, and which is approved by the BIA in accordance with federal law and regulations.
- 300.7 IHBG** means the Indian Housing Block Grant (“IHBG”) under NAHASDA,

which is administered by the U.S. Department of Housing and Urban Development (“HUD”).

- 300.8 Elderly Person** means a person who is at least 55 years of age.
- 300.9 Elderly Family** means one or more persons in a household whose head (responsible person), or his or her spouse, or whose sole member is an Elderly Person. This includes two or more elderly persons living together.
- 300.10 Disabled Family** means a family whose family composition includes a person with a disability, and includes a person with a disability living alone or living with one or more persons who are essential to his or her care or well-being.
- 300.11 Disability** means, subject to certain exclusions, a physical or mental impairment that substantially limits one or more major life activities, having a record of such an impairment, or being regarded as having such an impairment, consistent with the definition of “handicap” under Section 504 of the Rehabilitation Act of 1973.
- 300.12 Tribal member** means an enrolled member of the Yakama Nation, as documented by a Yakama Nation tribal enrollment card.

## Chapter 4 PURCHASE OF MUTUAL HELP HOMES

- 400.1 Funding.** The Mutual Help Home Buy-Back Program (this “Program”) is funded with IHBG funds, subject to the approval of the Indian Housing Plan authorizing the expenditure of IHBG funds for this purpose, and subject to the availability of budgeted funds.
- 400.2 Homes Eligible for Purchase.** Homes eligible for purchase under this Program must have been Conveyed to the Homeowner, and situated on Indian Trust Land, on which YNHA has an approved Lease with a lease term of not less than twenty-five (25) years. The Homebuyer must have clear title to the Home and Land, unencumbered by a mortgage, deed of trust, lien or other third-party interest. Homes that are not yet Conveyed (*i.e.*, the homebuyer does not yet have a signed Bill of Sale) are not eligible for this program.
- 400.2.1 A Home on Land that is encumbered by a mortgage or deed of trust still may be considered under this program if the Homeowner provides a full release and satisfaction from the lender. The purchase price may be based on the cost of clearing the title by paying all or part of the secured debt.
- 400.2.2 A Home that is not Conveyed may be returned to YNHA through a voluntary termination of the Mutual Help and Occupancy Agreement (“MHOA”). In case of a voluntary termination, YNHA will process a

refund of the equity accounts (Mutual Equity Payment Account (“MEPA”) and Voluntary Equity Payment Account (“VEPA”)) in accordance with the MHOA. A voluntary termination of an MHOA is not considered a purchase and is not covered by this Policy.

400.2.3 A Home that is not Conveyed also may be returned to YNHA through an Assignment of the MHOA by the Homebuyer to YNHA in exchange for a negotiated payment. Except for paragraphs 400.5(a), (b) and (c), and 400.8 this Policy will apply to such an Assignment if the amount of the payment is greater than the amount that would have been refunded from the MEPA and VEPA accounts, had the MHOA been terminated in accordance with its terms.

**400.3 Identification of Homes.** Homes may be identified for possible purchase under this Program by application of the Homeowner or by YNHA contacting the Homeowner. This Program has limited funds and YNHA will decide, in its sole discretion, whether to purchase a home, based on the best interests of YNHA. There is no waiting list for this Program. A Homeowner who is interested in selling his or former Mutual Help Home to YNHA may submit a request in writing to the YNHA Executive Director, who will decide whether to recommend the purchase to the Board.

**400.4 Priorities.** All Homeowners who receive payments under this Program will be enrolled Yakama Tribal members. In deciding whether to recommend the purchase of a Mutual Help Home under this Program, YNHA will give priority to homes owned by an Elderly Person or Elderly Family and/or a person with a Disability or a Disabled Family.

**400.5 Recommended Purchases.** The YNHA Executive Director is responsible for recommending purchases of Mutual Help Homes under this Program. All requests for purchase must be submitted to the Executive Director and reviewed by him or her before being presented to the Board for approval. The Executive Director shall have a review package prepared that includes:

- (a) A written statement signed by the Homeowner documenting their interest in selling their Mutual Help Home to YNHA and their reasons for wanting to sell the home, and acknowledging that if a mutually satisfactory agreement on the terms of the purchase and/or Lease cannot be reached, then YNHA will not acquire the Mutual Help Home.
- (b) Documented status of the Homeowner as an enrolled Yakama Tribal member, and, as applicable, an Elderly and/or Disabled Family.

- (c) A fully executed Bill of Sale in the name of the Homeowner showing ownership of the Mutual Help Home. If the home is no longer owned by the original Homeowner, then the Bill of Sale must be accompanied by other legal proof of ownership, such as a Probate Order from a Tribal or State Court. (BIA does not probate interests in homes on Indian Trust land.) A copy of a will is not sufficient indicia of ownership.
- (d) A current Certified Title Status Report prepared by the BIA, documenting the ownership of the land where the Mutual Help home is situated.
- (e) A signed Commitment from the Landowner(s) to enter into a new Lease, or an agreement to extend the term of an existing Lease, meeting the requirements of this Program.
- (f) A report from YNHA's Housing Data Systems ("HDS") showing the total amount paid for the Mutual Help Home prior to its being conveyed by YNHA to the homebuyer.
- (g) If the Homeowner has a Promissory Note with YNHA, a copy of the Promissory Note and a payment history.
- (h) A report of the condition of the Mutual Help Home and description and estimated cost of any needed repairs to the home to a standard required for it to be operated as a rental unit under YNHA's Low-Income Rental Program.
- (i) Any required environmental reviews.
- (j) Any other relevant information.

**400.6 Approval of Purchases.** All purchases of Mutual Help Homes under this Program are subject to Board approval. The acceptance of a Bill of Sale from the Homeowner and the execution of a Lease of from the Homeowner must be approved in advance by Board resolution.

**400.7 Purchase Price.** The purchase price of Mutual Help Homes under this Program will be at least equal to the total amount of payments received by YNHA for the home prior to it being conveyed by YNHA. If YNHA determines that extensive repairs are needed before the home can be rented, YNHA may request a credit against the purchase price for all or some of the cost of those repairs.

400.7.1 If the Land is held by the United States in trust for one or more individuals, and a new Lease or agreement to extend an existing Lease is

required, then part of the purchase price may be applied to the Lease payment.

**400.8 Land Lease.** All purchases of Mutual Help homes that are situated on Indian Trust Land held by the United States in trust for an individual landowner or landowners must be covered by a Lease to YNHA for a minimum period of at least twenty (25) years, but less than fifty (50) years, including options for extension. If the Mutual Help home is located on a Homesite which is held by the United States in trust for the Yakama Nation, then YNHA will negotiate with the Yakama Nation to ensure that the home is covered by a Lease for at least the useful life of the home.

**400.9 Not FCAS.** Homes purchased under this Program have lost their status as Formula Current Assisted Stock (“FCAS”) under NAHASDA, may not be counted for purposes of the IHBG funding formula.

**400.10 Useful Life.** Homes purchased with IHBG funds must remain available to house low-income families for the useful life of the home. YNHA will apply the formula under the YNHA Useful Life Policy to determine the useful life of the Mutual Help homes that are purchased under this Program. For purposes of this calculation, the amounts expended on the home shall include any payments to the Homeowners and the Landowners, as well as any amounts expended to repair the home so that it can be rented to a YNHA tenant.

**400.11 Use as Rentals.** Homes purchased under this Program will be operated and managed by YNHA as rental units under the YNHA Low-Income Rental Program. The YNHA Eligibility, Admissions and Occupancy Policies shall apply, except that YNHA may agree, as a term of the purchase, that the initial tenant may be selected by the Homeowner, provided that tenant is otherwise eligible and qualified as a tenant under the YNHA Eligibility, Admissions and Occupancy Policies.

**400.12 Relocation.** This Program contemplates that, when the Mutual Help home is identified for possible purchase, it either will be vacant, or will be occupied by the Homebuyer. Prior to purchasing the Mutual Help Home, YNHA will inform the Homeowner in writing that if a mutually satisfactory agreement on the terms of the purchase and/or Lease cannot be reached, then YNHA will not acquire the Mutual Help Home. If the home is occupied by a tenant or other person when the home is identified for possible purchase, then YNHA will comply with any applicable requirements of the Uniform Relocation Act and the YNHA Relocation Policy.

## Chapter 5 CLOSING

- 500.1 Closing.** Once the Board has approved a Resolution that authorizes the purchase by YNHA of a Mutual Help Home, the acceptance of a Bill of Sale for the Home,(or an Assignment of the MHOA under paragraph 400.2.3) and, as applicable, the execution of a new Lease, or an amendment to extend the existing Lease, then YNHA will meet with the Homeowner and, if different from the Homeowner, the Landowner, to sign the documents.
- 500.2 Payment.** If a new Lease or amendment to extend the existing Lease is required, then the purchase and any negotiated payments shall be conditioned upon the approval by BIA of the Lease. The funds and the signed Bill of Sale (or Assignment, as applicable) may be held by YNHA or, at the request of the Homebuyer, may be held in escrow until such time as the Lease is approved by the BIA Superintendent and recorded by BIA Title Plant.
- 500.3 Repairs.** If YNHA determines to make repairs to the home before renting the home, YNHA will make those repairs after the closing. *See also* paragraphs 400.6 and 400.9 above.

## Chapter 6 GRIEVANCES

- 600.1 Disputes.** The YNHA Grievance Policy and Procedures applies to any dispute brought by a person who applies for or participates in a YNHA program or service, with respect to an alleged violation by YNHA of a policy, contract, regulation, or law that has resulted in loss or harm to the person with the dispute. This includes disputes over the identification of Mutual Help Homes for purchase, recommendations for purchase, approval for purchase, the terms of any purchase agreement, bill of sale, or Lease, payments, and any other dispute that may arise under a YNHA program. Copies of the YNHA Grievance Policy and Procedures may be obtained from the YNHA receptionist.