

Nisqually Indian Tribal Housing Department Eligibility, Admissions, and Occupancy Policy



Adopted on: September 28, 2023

NISQUALLY TRIBAL COUNCIL

A handwritten signature in blue ink, appearing to read 'William Frank III', is written over a horizontal line.

William Frank III, Chairman

TABLE OF CONTENTS

I.	PURPOSE	1
II.	GENERAL	1
III.	DEFINITIONS	2
IV.	APPLICATIONS	4
V.	ELIGIBILITY	7
VI.	CALCULATION OF INCOME.....	14
VII.	ELIGIBILITY CERTIFICATION	16
VIII.	WAITING LISTS.....	16
IX.	SELECTION OF APPLICANTS.....	18
X.	VERIFICATION AND CERTIFICATION OF INCOME	22
XI.	OCCUPANCY STANDARDS	24
XII.	DETERMINING CONTINUED ABILITY OF PARTICIPANT TO REMAIN IN UNIT; REASONABLE ACCOMMODATION	24
XIII.	ASSISTANCE ANIMALS	26
XIV.	USE OF NITHD UNITS	27
XV.	INSPECTIONS	30
XVI.	PAYMENTS AND COLLECTIONS; INCENTIVES	31
XVII.	PROGRAM VIOLATIONS AND GROUNDS FOR TERMINATION AND EVICTION	34
XVIII.	OPPORTUNITY FOR CORRECTIVE ACTION OR DEFERMENT	36
XIX.	TERMINATION AND EVICTION PROCEDURES.....	37
XX.	TRANSFER POLICY: RESIDENTS CHANGING FROM ONE HOME TO ANOTHER.....	41
XXI.	NOTICE OF VACANCY; ABANDONMENT OF UNIT	41
XXII.	LEAVING WITH A DELINQUENCY	43
XXIII.	MISCELLEANOUS.....	43

I. PURPOSE

A. The Nisqually Indian Tribal Housing Department (NITHD) has been established for the following purposes: to provide decent, safe and sanitary housing for Tribal members and other Indians; to remedy unsafe and unsanitary housing conditions that are injurious to the public health, safety and morals; to alleviate the acute shortage of decent, safe and sanitary dwellings for persons of low income; to provide employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation of eligible dwellings; to provide drug -free housing; and to manage and maintain residential properties that are owned by the Tribe and/or the NITHD for the purpose of providing housing to Nisqually Tribal members and the Indian community.

B. This Eligibility, Admission and Occupancy Policy ("Policy") for NITHD is the framework for the daily administration of Nisqually Indian Tribal Housing occupancy activities. NITHD has incorporated the federal requirements as well as Tribal requirements, where applicable, into this Policy. The federal requirements are described in Native American Housing and Self-Determination Act of 1996 (NAHASDA) P.L.104-330 as well as throughout 24 CFR Part 1000. This Policy is designed to assist NITHD staff members in determining who is eligible to participate in Tribal/NITHD programs and the selection and continued occupancy of eligible families. The policies and procedures to determine eligibility and selection of program Applicants are to be carried out in a way that respects the dignity of the families who participate in the program. The procedures concerning information about the families that participate in the housing programs are to be kept confidential.

C. This Policy is a guide for NITHD to use:

1. In determining initial and continued eligibility, admission, and selection of Applicants, and occupancy standards for various NITHD programs.
2. As a document that provides for consistent, equitable, and uniform treatment of Applicants and Participants.
3. As a basis for decision-making by NITHD and Tribal staff.
4. As a training manual for newly-hired or appointed staff.

D. This Policy is applicable to all to Applicants, residents, renters, and other Participants in NITHD rental programs. In the event of an inconsistency between this Policy and the specific policies for specific programs, the terms of the specific program policy shall govern, unless such terms are inconsistent with applicable law and regulations.

E. NITHD is not subject to Title VIII of the Civil Rights Act, but is committed to non-discrimination, provided that NITHD will apply preference for Nisqually Tribal members, may serve only American Indians and Alaska Natives, and may provide preference for Veterans.

II. GENERAL

A. This Policy contains the general provisions for admissions, eligibility, and occupancy for NITHD programs. Applications from all interested parties shall be accepted. After

determining eligibility, the NITHD staff shall place each Applicant on the appropriate waiting lists for potential renters and/or other programs established by NITHD. Such waiting lists shall be maintained according to the provisions of this Policy. These waiting lists will be used by NITHD in selecting Participants.

B. NITHD shall maintain a waiting list for each NITHD program (i.e. NAHASDA units, tribally owned units, state-funded units, etc.). Applicants will be allowed to place their name on one or more of the program lists for which they are eligible.

C. In addition to the general eligibility requirements contained in this Policy, Applicants shall also be required to meet all eligibility requirements specifically set forth in the program policy specific to each program.

D. No otherwise qualified individual with a disability shall solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any NITHD program.

III. DEFINITIONS

A. *General*: All definitions provided in the Nisqually Indian Tribe Eviction Procedures Code shall be applicable to this Policy.

B. *“Applicant”* means a family that has applied to participate as a Tenant in any tenant-based housing program operated by the Tribe.

C. *“Criminal Street Gang Activity”* means any activity, whether in this jurisdiction or elsewhere, that is committed for the benefit of, at the direction of, or in association with any criminal street gang (as defined by the Nisqually Tribal Crimes and Traffic Code), or is committed with the intent to promote, further, or assist in any criminal conduct by the gang, or is committed for one or more of the following reasons:

1. To gain admission, prestige, or promotion within the gang;
2. To increase or maintain the gang’s size, membership, prestige, dominance, or control in any geographical area;
3. To exact revenge or retribution for the gang or any member of the gang;
4. To obstruct justice, or intimidate or eliminate any witness against the gang or any member of the gang;
5. To directly or indirectly cause any benefit, aggrandizement, gain, profit, or other advantage for the gang, its reputation, influence, or membership; or
6. To provide the gang with any advantage in, or any control or dominance over any criminal market sector, including, but not limited to, manufacturing, delivering, or selling any Controlled Substance; arson; trafficking in stolen property; or promoting prostitution.

D. *“Criminal Activity”* means any activity that constitutes a violation of the Nisqually Criminal Code, or that would constitute such a violation if done by a person subject to the criminal jurisdiction of the Tribe; any offense defined by Washington State law as a “Crime of Violence”, “Serious offenses”, “Most Serious Offense”, “Violent Offenses”, “Serious

Violent Offense”, “Sex Offense”, “Drug Offense”, “Crime of Domestic Violence” or “Criminal street gang-related offense”. Criminal Activity includes Criminal Street Gang Activity and Drug-Related Criminal Activity. The standard of proof used to determine whether an individual has engaged in “Criminal Activity” is by a preponderance of evidence. A specific criminal conviction is not required.

E. “*Controlled Substance*” means a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

F. “*Dependent Adult*” means a person who is eighteen (18) years of age or older, and is wholly or partially dependent upon one or more other persons for care or support, either emotional or physical.

G. “*Drug-Related Criminal Activity*” means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of a Controlled Substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)). The standard of proof used to determine whether an individual has engaged in “Drug-Related Criminal Activity” is by a preponderance of evidence. A specific criminal conviction is not required.

H. “*Elder*” means a person who is at least 55 years of age.

I. “*Elder Designated Unit*” means a Unit designated for occupancy solely by Elders.

J. “*Director of Housing*” means the Director of NITHD.

K. “*Housing Board*” means the NITHD Housing Board.

L. “*Indian*” means any person recognized as being an Indian or Alaska Native by any Tribe, or by the government of the United States.

M. “*Indian Family*” is a family residing in a single household consisting of one or more members who is an Indian. A family can be comprised of one or more persons. However, if the only member of the household who is Indian is a minor child (or children), to be considered an “Indian Family,” the minor child or children must reside in the household more than 50% of the time and, in addition, one of the following conditions must be met:

1. The child(ren) are the biological child(ren) of at least one of the heads of household;
2. The child(ren) are the legally adopted child(ren) of at least one of the heads of household;
3. At least one of the heads of household has been appointed as the guardian of the child(ren) by a court of competent jurisdiction; or
4. At least one of the heads of household has been appointed as the foster care provider of the child(ren) by a court of competent jurisdiction.

N. “*Person with Disabilities*” - The term “Person with Disabilities” shall have the same definition as set out in 24 CFR 8.3 for the term “individual with handicaps.”

O. “*NAHASDA*” – The Native American Housing Assistance and Self-Determination Act of 1996, as amended, codified at 25 U.S.C. §§4101 *et seq.*

P. “*Qualified Person with Disabilities*” – The term “Qualified Person with Disabilities” shall have the same definition as set out in 24 CFR 8.3 for the term “qualified individual with handicaps.”

Q. “*Participant*” means a Tenant, renter, or other person or family participating in a NITHD program.

R. “*Premises*” means any dwelling Unit (and the real property on which that Unit is located) owned or managed by NITHD or the Tribe.

S. “*NITHD*” means the Nisqually Indian Tribal Housing .

T. “*Tenant*” means a family participating in any tenant-based housing program operated by the Tribe by renting a Unit from NITHD.

U. “*Terminated*” means an Applicant has been served with a Notice of Default and Termination, Notice to Quit, or other document indicating NITHD’s intent to terminate the agreement for renting, possessing, and occupying a NITHD Unit, even if the Tenant subsequently gives up the Unit voluntarily.

V. “*Tribe*” means the Nisqually Indian Tribe.

W. “*Tribally Funded Housing*” means housing that is fully funded by the Nisqually Indian Tribe.

X. “*Veteran*” means a veteran or servicemember of the U.S. Armed Forces.

Y. “*Unit*” means any home, apartment, or other dwelling structure.

IV. APPLICATIONS

A. To be considered for eligibility for any assisted Tribal housing program, all interested Applicants must submit a completed application packet provided by the NITHD to the NITHD staff at the NITHD office. Only complete, up to date applications will be accepted, and incomplete applications will be immediately handed back to the Applicant. Applicants may only be placed on and maintain their place on the waiting list after they have submitted a complete, up to date application packet and have been determined to be eligible.

B. Upon inadvertent acceptance of an incomplete application, NITHD will send the Applicant(s) a letter stating that their application is incomplete, and that they have thirty (30) days from the date of the letter to complete their application, or their application and accompanying material will be destroyed. The letter will also identify what documents or information is needed to complete their application. NITHD staff will keep a copy of the letter and proof of service by certified mail in a separate file. If thirty (30) days has passed since service of the letter, NITHD staff shall destroy the application and any accompanying material by shredding, except that NITHD staff shall retain the letter to the Applicant and the proof of service on file for three (3) years.

C. The application is the basic record of each Applicant applying to receive services through a NITHD program. Each Applicant is required to provide all information requested on the application and to sign all necessary forms, documents, and certifications. All information

provided and/or any statements made by the Applicant are subject to verification. Intentionally providing false or misleading information is grounds for automatic denial of eligibility for all NITHD programs, and grounds for termination from any program to which the Applicant has been admitted.

D. Applications shall be considered and Units shall be assigned on a “first submitted-first served” basis, except as otherwise provided in this Policy.

E. All applications shall be date-stamped when received, and the time of receipt shall be written next to the date stamp. The staff member receiving the application shall also place his or her initials next to the date stamp.

F. Each Applicant must sign a consent form for the release of information. Third-party verification of data will be required where necessary. This verification may include contacting welfare agencies, employers, credit bureaus, and similar sources to verify the statements made by the Applicant family, to determine the Applicant’s suitability as a Tenant, or verify information provided. It may often be necessary to use this method when verifying earned income, assistance payments, medical expenses, and other factors that may be difficult for the Applicant family to document itself. Third party verification may be done by mail or phone, provided that proper documentation is maintained.

G. An application form shall be designed by NITHD to gather enough information to allow a full assessment of the Applicant family’s eligibility, consistent with federal and NITHD requirements that apply at the time of submission. The application must include at least the following information:

1. Applicant family’s annual income, from all income sources, including Treaty Rights Income and other tribal income;
2. Tribal affiliation, if any;
3. The names and ages for all family members living in the Applicant’s household;
4. Social Security cards for each family member;
5. Documentation of preference eligibility;
6. Verification of U.S. citizenship or eligible immigration status (NITHD cannot provide services to non-eligible non-citizens with federal funds);
7. Credit, Use, and Maintenance History;
8. Valid Tribal identification, Washington State driver’s license or other valid Washington State identification, or a valid driver’s license or other valid identification from another state;
9. If an Applicant is claiming that his or her spouse is not a member of the household, acceptable documentation from a court of competent jurisdiction demonstrating divorce or legal separation.
10. If the Applicant or a member of the Applicant’s household has a disability for which the Applicant wishes to request an accommodation, the Applicant should

list the disability and provide supporting documentation to demonstrate the existence of the disability and the accommodations needed.

H. The Applicant must certify that all information contained in the application is true and accurate. The Applicant is responsible for contacting NITHD and making any corrections or updating the application if any of the information contained in the application changes. Willful acts of false, purposely misleading disclosure or non-disclosure of factors affecting eligibility, either arising before or after occupancy will cause an applicant to be ineligible and, if already residing in a Unit, can result in eviction.

I. Application entries are to be made in ink or typed. Entries may be made by computer with a hard copy documented in the Applicant's file. Corrections or changes shall be made by lining through the original entry and entering the correct data. Such changes shall be dated and initialed by the person recording the change and the reason and the provision of this Policy that authorizes such changes noted in the file.

J. The Applicant is responsible for providing all of the necessary information and accurately completing the application as required. Information that verifies all information which affects eligibility, family composition, selection, priority or preferences, annual income, Unit size, determination of rent, and housing need is required. Failure to provide current and valid information may be grounds for a determination that the Applicant is ineligible.

K. For each Applicant, NITHD shall establish a file containing all information supplied by the Applicant, and which must include at least the following material:

1. Application;
2. Verification documents including but not limited to, copies of Washington State I.D., Birth Certificates, Tribal I.D. or Enrollment verification, Income Tax Returns, Pay stubs or work history print out and other income verification, and Social Security Cards;
3. Copy of Certification form signed by Resident Occupancy Specialist, Financial and the Housing Executive Director;
4. Copies of staff's Notification of Eligibility or Ineligibility; and
5. All correspondence and memoranda regarding the application.

L. There will be no application fee.

M. Applicant information shall be verified as soon as possible after submission of an application.

N. If unfavorable information is received about the Applicant during the assessment, consideration shall be given to the time, nature, and extent of the Applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct. Staff shall notify the Applicant in writing of the negative items found. The Applicant shall be given an opportunity to respond to any negative information derived from any source.

V. ELIGIBILITY

The following eligibility requirements must be met prior to an Applicant family being placed on a waiting list for any NITHD program, and the requirements must also be met at the time the family is selected from the waiting list to participate in a particular program.

A. *Eligibility requirements.*

1. The Applicant family must be an “Indian Family” as defined by this Policy, provided that a non-low income or non-Indian Family may be selected if deemed essential by NITHD. NITHD must determine that the presence of these families in the program is essential to the well-being of Indian families and that the need for housing for the non-low income/non-Indian Family cannot reasonably be met without assistance under this Program.
2. For HUD-designated rental units the Applicant family’s annual income must be at or below 80% of the median income for the NITHD area, as determined by the U.S. Department of Housing and Urban Development (HUD), for that size family. The annual income will be calculated by NITHD according to the information provided by the Applicant, pursuant to the formula set out in Section VI of this Policy. Exceptions to this requirement may be made when and where permitted provided by federal law and approved by the NITHD Director, after consultation with the Nisqually Tribal Housing Board.

B. *Determining Composition or Size of Household.*

1. Applicant families who, at the time of application, are:
 - a) Expecting the birth of a child (hereafter “Pregnant Family”), or
 - b) In the process of adopting a child under the age of 18 (hereafter “Pre-Adoptive Family”), or
 - c) Providing care for less than one year for other children under the age of 18 for which there is no legal relationship with the child (hereafter “Caretaker Family”),shall include such child(ren) in determining the family size for the purposes of calculating income limits for eligibility. A Caretaker Family may include a child for whom they have provided care for over one year, for purposes of calculating income limits. In determining the appropriate amount of space required for a Pregnant/Pre-Adoptive/Caretaker Family, NITHD shall consider the size of the household with the unborn/adopted/other child(ren) included. Pregnant/Pre-Adoptive/Caretaker Families shall be not eligible to claim the unborn/adopted/other child(ren) for purposes of including dependents, until after the child is born or legally adopted or some other permanent, custodial relationship is established by a court of competent jurisdiction.
2. Applicant families who, at the time of application, are:
 - a) Pregnant Family,
 - b) Pre-Adoptive Family, or

c) Caretaker Family,

shall include such child(ren) in determining the family size for the purposes of determining the composition or size of the household. Every family member, including all persons included in the household composition, regardless of age, is to be counted as a person. An unborn child of a member of the family at time of application will be counted as a person.

3. *Determining Composition or Size of Household Where There is a Child Custody Determination.* Where one or more minor children may reside in more than one household due to divorce or separation, such children may be considered to reside in only one of those households for purposes of determining household size and eligibility. The Applicant seeking to claim such children must certify to NITHD, and provide valid and verifiable supporting documentation to NITHD's satisfaction, that a court of competent jurisdiction has decreed him or her to be the primary custodial parent. Where such court has decreed that the parents have joint custody, only one of those households may claim the children for household composition and eligibility determination purposes, and must certify jointly which household may claim the children.

C. *Ability to Make Minimum Payments*

1. A family applying for any of NITHD's rental programs must have an income high enough to cover the costs of the current minimum rent (excluding utilities) established by the NITHD to cover the NITHD's cost of operations for its rental Units without exceeding 30 percent (30%) of the annual adjusted family income. Monthly rental rates will be set and revised annually based on 30% of annual adjusted family income. Minimum rent for all NITHD units shall be \$750 per month (\$500 for Nisqually Tribal Elders), but may be changed from time-to-time by NITHD.

2. NITHD must ensure that the combined total of the above expenses does not exceed 30 percent (30%) of the annual adjusted family income.

D. The Applicant family must be willing and able to meet all obligations of the housing agreement for the program(s) for which they apply. If selected, the Applicant family must attest to and confirm compliance with all applicable Tribal laws and NITHD policies.

E. *Screening Process.* NITHD shall conduct a thorough screening process of each Applicant to determine suitability for admission. The screening process shall review pertinent factors including the following:

1. The Applicant's past performance in meeting financial obligations, including but not limited to rent and utilities. NITHD may elect to request a report from a consumer credit reporting agency. NITHD may also request information from former landlords detailing payment history (from up to five (5) years ago);
2. Whether the Applicant was previously evicted for non-payment or non-compliance by NITHD, any Nisqually Tribal housing program, any other Indian tribe or tribal housing authority, or by any Public Housing Authority;
3. Whether the Applicant previously participated in a HUD-assisted program and

abandoned the dwelling unit;

4. The Applicant's and Applicant household members' past performance and behavior including destruction of property, disturbance of neighbors, poor housekeeping practices, or other activities which, in NITHD's sole determination, may endanger or be detrimental to other residents, NITHD property, or NITHD. NITHD may require a home visit at the Applicant's present residence. If a home visit is not feasible, references may be required;

5. The Applicant's and Applicant household members' criminal record (including any family members), particularly drug-related activities, physically violent crimes, or other criminal acts which may endanger and/or affect the health and safety of other residents. NITHD may, at its sole discretion, request criminal conviction information from law enforcement agencies and the National Crime Information Center as provided for under NAHASDA;

6. Consideration will be given to the efforts of the Applicant's willingness to attempt to increase income through training or employment programs in the community, as communicated to NITHD by the applicant and any other third-party observations from representatives of Tribes or Tribal related agencies who may advise NITHD, with the relative weight given to such efforts at NITHD's sole determination.

F. *Credit, Use, Maintenance History*. The Applicant family must have a satisfactory credit, use, and maintenance history as determined by the following:

1. Use and maintenance history shall be documented by two or more landlord references detailing history of any Unit damage.

2. Credit history shall be verified by one or all of the following sources:

a) Credit reporting agency (NITHD will obtain a credit report on each Applicant, after he or she has been determined to be income eligible); and/or

b) Two or more landlord references detailing rental payment history.

3. If negative references on either the credit or use/maintenance history are obtained, NITHD shall notify the Applicant in writing of the negative items found.

4. NITHD may still approve an Applicant who has no credit history (as opposed to a poor credit history) if NITHD determines, at its sole discretion, that there are other factors present to ensure NITHD that the Applicant at low risk for failing to meet Applicant's rental payment obligations.

5. For those Applicants with poor credit history, NITHD will consider the time, nature, and extent of the past credit problems and the reasonable probability of future favorable performance by the Applicant.

6. If the Applicant does not have any history of renting and therefore has no landlord references, or if the Applicant has no credit history or a poor credit history, the Applicant family shall be required to enter into a three (3) month probationary agreement as an addendum to any rental agreement, or any other program agreement.

G. *Other Applicant Requirements.*

1. Applicant families shall not be:
 - a) Current Participants in another home ownership or rental program with another tribe or tribal housing authority;
 - b) Current homeowners, including homes acquired through the probate process; or
 - c) Currently housed in a decent, safe, and sanitary dwelling within the service area of the Nisqually Indian Tribe, with housing payments within the percentages of income applicable to tribal assisted housing programs.

Provided that if an Applicant family is an owner of uninhabitable property or a home that is not safe or sanitary to inhabit (including but not limited to homes contaminated by Controlled Substances or homes in substandard conditions), the Applicant may request and the Director may grant a waiver of this requirement. The Applicant's request for a waive must explain the circumstances that would justify a waiver.

2. Applicant families must intend to use the Unit as their primary place of residence for at least nine months of the year.
3. Applicants must be willing to sign the appropriate agreement developed and approved by NITHD for the specific program.
4. Applicants must meet the criteria established by the Nisqually Housing Board to receive a housing unit, as set out in this Policy.
5. Applicants must meet the criteria established by the Nisqually Tribal Council for the right to live on Tribal land.
6. Applicants for any NITHD program providing rental assistance cannot be renting the Unit from a member of the Applicant's or any member of the Applicant's immediate family, as that term is defined by Nisqually Tribal law and policy.
7. Applicants who are Dependent Adults will not be permitted to occupy a Unit on their own, provided that NITHD has the discretion to allow a Dependent Adult to occupy a Unit on his or her own if NITHD determines based on a totality of the circumstances that the Dependent Adult has sufficient support and cognitive ability to be able to meet his or her responsibilities and not place him or herself at risk.

H. *Confidentiality.* NITHD shall keep all Applicant information confidential, except as required to perform work-related functions.

I. *Criminal Records Confidentiality.* Any criminal record (i.e. criminal conviction record information received from a law enforcement agency) received in order to administer this policy must be:

1. Maintained confidentially;
2. Retained separate from all other housing records;

3. Kept under lock and key or the equivalent for electronic records, and be in the custody and control of the NITHD Director or his or her designee for such records;
4. Accessed only with the written permission of the NITHD Director or his or her designee and used only for the purposes allowed under this Policy; and
5. Must be destroyed once the purpose for which it was requested is fully accomplished.

J. *Applicant Ineligibility.*

1. Applicants or the families of Applicant whose habits and practices may reasonably be expected to have a detrimental effect on other residents, or on the housing project, will be determined ineligible to participate in any NITHD program. The NITHD Director shall make this determination by considering the following:
 - a) References from previous landlords;
 - b) Criminal records, including but not limited to conviction and arrest records. Records shall be requested from the Tribal Court and Tribal Law Enforcement, National Criminal Information Center (NCIC), and state and local law enforcement (such criminal records shall be kept confidential pursuant to the requirements and processes set out in subsection I (Criminal Records Confidentiality), below). The only misdemeanor Criminal Activity that would be the basis for a determination of ineligibility under this section would be misdemeanors involving Drug-Related Criminal Activity, violence, or domestic violence;
 - c) Judgments against the Applicant or a member of the Applicant's family in civil cases;
 - d) Restraining and/or protective orders;
 - e) Police reports involving the Applicant or a member of the Applicant's family;
 - f) Any other information that may provide evidence of the detrimental habits and practices of the Applicant.
2. Notwithstanding any of the previous conditions, and without limiting any of those conditions, an Applicant family will be deemed to be ineligible for any NITHD program if any one or more of the following is the case:
 - a) Any member of the Applicant family failed to repay any previous debts owed to the NITHD, even if such debt was subsequently discharged in bankruptcy. Applicants whose participation has been terminated from any Indian tribal housing authority program, or any other Indian tribe or tribal housing authority for non-payment, and/or who have debt balances with any tribal housing authority or other Tribal housing program, will not receive housing assistance from the NITHD until those debts have been paid in full and two (2) years have elapsed since the termination of participation from the prior program. NITHD however, at its sole discretion, may waive or modify this requirement on a case-

by-case basis on circumstances as determined by NITHD, and according to such conditions as NITHD may in its discretion establish, subject to subsection L (Waiver of Ineligibility), below.

- b) Any member of the Applicant family has been previously evicted from NITHD housing within the past two (2) years.
- c) A member of the Applicant family has committed fraud in connection with any HUD or HUD-funded program, or has failed to disclose previously committed fraud in connection with any HUD or HUD-funded program.
- d) The Applicant family has provided false information on the application.
- e) The Applicant family has refused or failed to complete required forms or to supply requested information. For the purposes of this subsection, “refused or failed” means not providing the information to NITHD staff within ten (10) business days of being requested to do so by staff.
- f) Any member of the Applicant family appears on HUD’s List of Suspensions, Debarments, and Limited Denials of Participation.
- g) Any member of the Applicant family has a history of abuse of or damage to Units. This includes property damage caused by tenant due to abuse or neglect that negatively impacts the value of the Unit, including but not limited to unauthorized paint/wallpaper, large holes in walls, ripped or missing windows screens, scratches or other damages to kitchen counters, broken appliances, broken/missing blinds, stains/burns on floors, pet scratches on walls/floors, and broken window. A history of abuse or damage to Units may be demonstrated by a failure to pay a landlord or housing authority’s requests for payments for damages, evictions for damage to Units, or other documentation indicating that the Applicant has a tendency to cause excessive damage to Units, such as contaminating a Unit with a Controlled Substance, punching holes in the walls, breaking windows, etc.
- h) Any member of the Applicant family has a history of abusing or being a nuisance to neighbors.
- i) Any member of the Applicant family has been convicted of any Criminal Activity, including Drug-Related Criminal Activity, including but not limited to selling or using illegal drugs.
 - (1) Such Applicant family will not be eligible until three (3) years have passed from the date of the offending member’s conviction or one year has passed from end of incarceration, (whichever was later) where the conviction is for:
 - (a) Any felony;
 - (b) Any Drug-Related Criminal Activity (whether a felony, misdemeanor, or violation); or
 - (c) Any misdemeanor crime of violence, including domestic violence.

- (2) Where the member's conviction is for any other misdemeanor or violation not covered by Section (V)(J)(2)(i) of this Policy, such Applicant family will not be eligible until one year has passed from the date of the offending member's conviction or end of incarceration (whichever was later).
- (3) Where a member of the Applicant family is currently involved in a pending court case involving charges of Criminal Activity, that family's application shall be suspended until the court case is resolved. A pending court case is a case in which there has not yet been any determination of guilt or innocence. Once there has been a determination that the member is guilty, then the ineligibility conditions and timelines set out in Section (V)(J)(2)(i) apply. However, if the determination is that the member is innocent, or the charges have been dropped, and, provided that the family member was not found guilty and not convicted of Criminal Activity, the Applicant family will be eligible.
- (4) If any member of the Applicant family has been convicted of driving under the influence of intoxicants, including but not limited to alcohol, the family will still be eligible if the member provides documentation within ten (10) business days of NITHD requesting such documentation, demonstrating that he or she is in full compliance with any court order or stipulation regarding said conviction. Provided, however, that if that member has three or more convictions within the past three (3) years for driving under the influence of intoxicants, the family will be ineligible unless that member is removed from the household.
- (5) Upon recommendation of Resident Occupancy Specialist or his or her designee, the Director may waive the ineligibility period for misdemeanors or for the remaining period of probation on a case-by-case basis. The waiver determination will take into account the specific circumstances for the waiver, and must include the following:
 - (a) The member of the Applicant family was convicted of a misdemeanor or violation under Section (V)(J)(2)(i);
 - (b) The member of the Applicant family is currently on probation or has completed probation less than one year ago;
 - (c) The member of the Applicant family has completed, to NITHD's satisfaction, all required services, counseling, and treatment;
 - (d) There is no restraining order or "no contact" order in effect against that member of the Applicant family; and
 - (e) The Applicant family agrees to sign a contract rider, which will include the provision that the rental agreement will automatically terminate if the member of the Applicant family is convicted of any other felony, misdemeanor, or violation.

- j) Any member of the Applicant family is a registered sex offender.
- k) Any member of the Applicant family is a non-citizen of the United States and does not have legal immigration status.
- l) Any member of the Applicant family participates in Criminal Street Gang Activity, as that term is defined in the Nisqually Indian Tribe Crimes and Traffic Code, whether or not such person has been convicted of such activity in a criminal prosecution.
- m) Any member of the Applicant family is ineligible for services from the NITHD, pursuant to the NITHD Drug Policy (which ineligibility shall last for a period of three (3) years, unless such ineligibility is the result of a positive drug test or failure to submit to a drug test, which ineligibility shall last for a period of six (6) months), unless such ineligibility has been waived pursuant to said NITHD Drug Policy.
- n) Other historical actions or characteristics determined by the NITHD Director to be inappropriate for participation in NITHD housing programs.

K. *Notice of Ineligibility:* Applicants who have applied for housing, and who, for any reason, have been determined to be ineligible will be notified in writing of the reasons for their ineligibility. The Applicant shall be entitled to an informal hearing under the provisions of the grievance procedures provided in the NITHD Grievance Policy. All information relative to the rejection of an Applicant shall be documented and placed in the Applicant's file for future reference.

L. *Waiver of Ineligibility.* Under certain limited circumstances, an ineligible Applicant may be granted a waiver by the Housing Board of the condition(s) rendering him or her ineligible. Certain eligibility conditions are required by Tribal or federal law and cannot be waived. The process for requesting a waiver first involves requesting that NITHD staff review the application to determine if a waiver is permissible. If the NITHD staff determines that a waiver is permissible, a meeting will be set with the Housing Board to request the waiver. The burden is on the Applicant to demonstrate that a waiver is appropriate. The decision to grant a waiver is in the sole discretion of the Housing Board, and the Housing Board's decision is final. Ineligible Applicants who are granted a waiver must execute an addendum to their rental agreement acknowledging the benefit they are receiving and agreeing to certain conditions of residency in exchange for that benefit.

VI. CALCULATION OF INCOME

NITHD will use the following procedure to calculate the annual income of an Applicant family for purposes of eligibility, as well as for determining a family's income for purposes of calculating the monthly payments to be made by that family, under the program in which that family is participating.

A. *Annual Income.* Annual income is the anticipated total income from all sources received by each member of the Applicant family's household in accordance with one of the following definitions, whichever is the most advantageous to the Applicant, provided that for Tribally

Funded Housing, the IRS method (below) not to be used:

1. Annual income as defined for HUD's Section 8 programs in 24 CFR part 5, subpart F. The list of federally mandated exclusions shall be used.
 2. Annual income as reported under the census long-form for the most recent available decennial census. The definition shall be used, not the dollar amount reported by the family.
 3. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) form 1040 series for individual Federal annual income tax purposes.
- B. If it is not feasible to anticipate a level of income over a twelve (12)-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.
- C. Any amounts not actually received by the Applicant's family and any amounts that would be eligible for exclusion under § 1613(a)(7) of the Social Security Act may not be considered.
- D. Per capita payments from the Nisqually Indian Tribe must be reported by the Applicant and will be used in eligibility determination in accordance with Federal regulations.
- E. In cases where annual income is seasonal or sporadic, a three (3) year average of income will be used for the family member whose income cannot otherwise be determined.
- F. *Adjusted Annual Income.* Adjusted annual income is the annual income that remains after excluding the following from the "annual income" calculated above:
1. \$480 for each dependent, not including a spouse. A dependent is any family member:
 - a) Who is under 18 years of age; or
 - b) Who is--
 - (1) 18 years of age or older; and
 - (2) A person with disabilities or a full-time student.
 2. \$400 for an elderly family (this exclusion will also be applied to near-elderly families solely for the purposes of determining the maximum amount of rent to be charged that household, but not for eligibility determinations).
 3. The amount by which three percent (3%) of the annual income of the family is exceeded by the aggregate of:
 - a) Medical expenses for any elderly family;
 - b) Reasonable attendant care and auxiliary apparatus expenses for each family member who is a qualified individual with handicaps, to the extent necessary to enable any member of the family (including the disabled member) to be employed; and,

- c) Child-care expenses where necessary, to enable a family member to be gainfully employed or to further his or her education.
- 4. The amount of any earned income of any member of the family who is less than eighteen (18) years of age.
- 5. Excessive travel expenses, not to exceed \$25.00 per week for employment or educational related travel. NITHD may request the resident to maintain a mileage log, or provide receipts to verify this deduction.

VII. ELIGIBILITY CERTIFICATION

Once the application is complete, the application must follow the eligibility certification procedure. The eligibility certification reviews and verifies that the application process, supporting documents, and income calculation meet the eligibility requirements, in accordance with federal regulations.

VIII. WAITING LISTS

- A. NITHD shall establish and maintain a waiting list for each of the various programs managed and operated by the NITHD. These lists and the underlying data on which they are based (date of application, priorities, and preferences), may be maintained in an electronic data system and printed out as written lists, so long as the priorities and preferences set out in this section are applied as required.
- B. Each Applicant family determined to be eligible to participate in NITHD programs shall be notified that their name will be placed on the applicable waiting list for the program(s) for which they applied.
- C. Eligible Applicants shall be placed on the appropriate waiting list maintained for the program for which they have applied. NITHD shall determine, at its sole discretion, the size Unit for which an Applicant is eligible.
- D. An Applicant may be on the waiting list for several NITHD programs at one time, but once selected, that Applicant must be removed from all other lists.
- E. Enrolled Nisqually Tribal Members who owe debt to NITHD will need to sign a payment agreement in order to be placed on (or remain on) the waiting list and must turn in the signed agreement with the application. The Enrolled Nisqually Tribal Members will be required to make monthly payments unless a signed withdrawal form is on file. Prior to being selected for any Unit, the Enrolled Nisqually Tribal Member must pay in full any debt owed to NITHD or sign a repayment plan providing for payment to NITHD of twenty-five percent (25%) of the applicant's annual per capita.
- F. The application will be dated as of the day it is certified as complete by NITHD. All eligible Applicants shall be placed on the appropriate waiting list, according to the date of application acceptance by NITHD, in descending order, with the oldest application being first on the list.
- G. *Managing Waiting Lists.* Waiting lists shall be managed according to the following provisions:

1. Waiting lists will be updated on a regular basis. Waiting lists shall be updated as new information concerning individual Applicants is received and verified.
 2. Each Applicant shall be contacted annually to update his or her application, and NITHD shall reaffirm the Applicant's eligibility, interest, and need for housing. NITHD will send out update requests annually by certified and regular mail to the last known address of the applicant. Applicant will have thirty (30) days from the date of the letter to reply or they will be removed from the waiting list. Applicants can reapply to be added back onto the waiting list based on the date of their new complete application.
 3. To remain on the waiting list, Applicants must inform NITHD in writing of any changes in income, family composition, or any other information that would impact the family's eligibility, as those changes occur. Failure to update annually will result in the Applicant being removed from the waiting list. Applicants can reapply to be added back onto the waiting list based on the date of their new complete application.
 4. If an Applicant provides information demonstrating a change in circumstances or family size, but the Applicant remains eligible and is recertified, the original date of the application shall remain the same for purposes of the Applicant's placement and location on the applicable waiting list.
 5. If circumstantial data result in an Applicant being moved by NITHD from one list (program or Unit type) to another, there shall not be a change in the date and time of the application receipt, and that Applicant shall be placed on the new waiting list according to the date of the original application.
 6. NITHD shall post the waiting lists in the NITHD office at least monthly and make the latest waiting lists available for public inspection upon request. The posted waiting list will maintain the confidentiality of all Applicants by assigning each Applicant a unique identifier. The posted waiting list will show only that unique identifier, the application date, and the Applicant's position on the waiting list.
 7. Any information or data received will become a part of the Applicant's file record.
 8. Any Applicant family on a waiting list that wishes to be removed from that list must submit a written request to NITHD. Otherwise, no eligible Applicant family will be removed from the waiting list, except for failure to provide updated information in accordance with the application guidelines.
- H. The NITHD reserves the right to close the waiting list for any program, and to suspend intake of new applications at any time. NITHD may also set submission deadlines for participation in any particular project, program, or funding year.
- I. *Elder Designated Unit Waiting Lists.* NITHD will maintain a separate waiting list specifically for Nisqually Elder Designated Units. NITHD will apply Elder preferences as provided in Section IX.A.7 herein.

IX. SELECTION OF APPLICANTS

A. *Process for selection from waiting list.* Applicants shall be selected according to the following provisions:

1. As soon as practical after NITHD determines that a Unit will become available for occupancy, the selection of eligible Applicants from the waiting list to occupy NITHD owned or managed Units shall be made, strictly adhering to this Policy and in accordance with NAHASDA rules and regulations.
2. The waiting list shall be updated with the latest eligible Applicants. The Applicant whose name is at the top of the waiting list for the program and that size of Unit shall be selected to receive the Unit, provided that the Applicant family is still eligible. Where a member of the Applicant family is currently involved in a pending court case involving charges of Criminal Activity, that family's application shall be suspended until the court case is resolved. Once the case is resolved, and provided that the family member was not convicted of Criminal Activity, the Applicant family will be returned to the same position on the waiting list that they had before.
3. NITHD specifically reserves the right to deviate from and provide a waiver to the selection process where overriding conditions exist to warrant an exception, to be determined at the discretion of NITHD. Each such waiver shall be fully documented and completed by a separate action of NITHD. A copy of such action shall be attached to and shall become a part of the application for admission for Applicants receiving such a waiver.
4. *Nisqually Tribal Preference.* The certified eligible Enrolled Nisqually Tribal Member Applicant with the oldest application date on the waiting list for that size Unit in that program will be selected. If there are no Nisqually Tribal Member Applicants available on the waiting list for that size Unit in that program, then the certified eligible Indian Applicant with the oldest application date on the waiting list for that size Unit in that program will be selected. Enrolled Nisqually Tribal Members shall have priority over non-Nisqually applicants regardless of date of application.
5. *Preferences.* If two Applicants have the same application date and are otherwise at the same priority status, the NITHD shall choose the Applicant with the highest score taking into account the Preference Criteria set out below.
 - Elders
 - Veterans
 - Natural Disasters (housing emergency)
 - Individual fleeing DV, human trafficking, or sexual exploitation
 - Nisqually Children and Family Services (ICW)
6. *Disabled Access Units.* Notwithstanding the preference requirements set out above, if a Unit that is already configured to provide for disabled access becomes available, first preference will be given to any Nisqually Tribal Member Applicant on the

waiting list who has a family member with a disability that would be accommodated by the available Unit, and that family will be selected and offered occupancy of that Unit, in accordance with the NITHD Reasonable Accommodation Policy. If there are two or more such families on the waiting list, preference will be given to the family that has been on the waiting list for the longest period of time. If there are no Nisqually Tribal Member Applicants with a family member with a disability available on the waiting list for that size Unit in that program, then the certified eligible Indian Applicant with a family member with a disability on the waiting list for that size Unit in that program will be selected.

- a) If the selected Applicant requires a Person with Disabilities accessible Unit, and the Unit available is not accessible, all reasonable means shall be taken to modify the Unit to accommodate the needs of a Qualified Person with Disabilities. The circumstances of each Applicant shall be evaluated under the NITHD Reasonable Accommodation Policy. If the requested accommodations are not reasonable as determined pursuant to the Reasonable Accommodation Policy, the Applicant shall not receive the currently available Unit, but shall remain at the top of the list.

7. *Elder Designated Units Waiting List.* Notwithstanding the preference requirements set out above, NITHD will apply the following preferences for Elders on the waiting list for Elder Designated Units.

- a) If two Elder Applicants have the same application date and are otherwise at the same priority status, the NITHD shall choose the Elder Applicant with the highest score considering to the Preference Criteria set out below.

- (1) Nisqually Tribal Member
- (2) Veteran
- (3) Homeless or at risk of Homeless

8. When an Applicant is selected from the waiting list, he or she must be re-verified as eligible under the NITHD eligibility guidelines set out in these policies. If that Applicant is no longer eligible, NITHD will then move on and select the next Applicant on the waiting list.

9. This method of selection is intended to ensure that nepotism, politics, and favoritism are avoided during this process.

10. Applicants will always be treated in a respectful manner during the application and selection process.

11. The Housing Board and NITHD employees shall avoid any conflict of interest during the selection and admission process.

12. An Applicant will be considered to have refused a Unit that is offered if:

- a) The Applicant informs NITHD by any method that he or she is refusing the Unit;
or

- b) The Applicant fails to respond to the notice that the Unit is available within ten (10) working days of the initial communication of the notice; or
- c) The notice that the Unit is available sent to the Applicant is returned by the postal service as undeliverable for any reason whatsoever.

B. *Notice of Selection.* Once the Housing Director approves a selected Applicant, a written Notice of Selection will be sent. The Notice of Selection shall not constitute contractual obligations by either the NITHD or the Applicant. The Notice of Selection shall include, but is not limited to, the following:

- 1. A statement that the Applicant has been selected for participation in the NITHD program.
- 2. A statement that the family will be required to participate in mandatory counseling/training sessions prior to occupancy;
- 3. A statement that a rental agreement will need to be executed prior to and as a condition of occupancy.
- 4. A statement that admission and rental agreement execution is subject to a final income and eligibility verification;
- 5. The address, location, legal description, unit number, or type of services to be received (amount of assistance);
- 6. A statement that the family has seven (7) calendar days in which to respond to the Notice, either by accepting or rejecting the service/assistance/unit offered;
- 7. A statement that failure to respond within the seven (7) calendar days shall be regarded as a rejection of the offer. The date of formal rejection and new application date shall therefore be fourteen (14) days after the date of notification of selection, pursuant to (6) above;
- 8. A statement that the Notice of Selection itself is not a contract and does not obligate NITHD in any way.

C. *Re-verification.* The Notice of Selection will indicate that the Applicant family may sign a rental agreement upon NITHD re-verification of the Applicant family's eligibility to participate in the assisted housing program. (See Section X Verification and Certification Of Income below). Changes in a family's income or other eligibility requirements listed in this Policy may affect the Applicant family's eligibility to participate in the assisted housing program. For example, if the Applicant family's income has decreased, it could affect the Applicant family's ability to meet the obligations of the assisted housing program, therefore making them ineligible to participate in the program. Adversely, if the Applicant family's income has increased, causing the Applicant to exceed the income requirements, he/she may still be admitted under the exceptions set out in this Policy, if applicable.

D. *Rejection of First Unit.*

- 1. The Applicant must notify the NITHD of their rejection of the offer within ten

(10) business days after the Unit is offered. If an Applicant is offered a Unit but refuses, the following procedures shall apply:

- a) Upon the first refusal, NITHD will move on to the next eligible Applicant, and the Applicant will retain his or her position on the waiting list only if they show good cause, as provided in subsection D.2 below. If the Applicant is on any other waiting lists (e.g. Elder Designated Units waiting list), the Applicant will be moved to the end of that other waiting list(s), unless they show good cause for remaining on that other waiting list, as provided in subsection D.2 below.
- b) Upon a second refusal, NITHD will move the Tribal member Applicant to the end of the Tribal member waiting list, with a new application date as of the date of the of their second rejection. If the Applicant is on any other waiting lists (e.g. Elder Designated Units waiting list), the Applicant will be removed from that other waiting list(s).

2. *Good Cause.* If an Applicant shows good cause, the Director can consider granting a grievance or waiver if the Applicant proves to Director's satisfaction that it is not feasible for Applicant to accept that Unit, under following criteria:

- a) The Applicant is college, university, training/technical school, or job training out of state or out of the NITHD service area;
- b) The Applicant is in jail or prison;
- c) The Unit is too far from their place of employment or health care centers, and they do not have access to reliable transportation

3. In the event that the Applicant family qualified for a preference and rejected both selections, NITHD shall deem the Applicant family's rejection as an indication that the need for suitable decent, safe, and sanitary housing no longer exists, and therefore the preference shall not be considered when the Applicant family is placed at the bottom of the list.

E. *Rental Agreement Execution.*

1. Prior to occupancy of a unit, the Participant shall execute a rental agreement with NITHD. The rental agreement is a legal document which describes the rights, duties, obligations, and responsibilities of all parties. The rental agreement shall be executed promptly after final selection of the Applicant.

2. The rental agreement shall require the Applicant to comply with the terms of the rental agreement, the Nisqually Tribal Code, and all applicable NITHD policies.

3. The rental agreement shall be executed in duplicate original with both parties receiving an original document. Once executed, NITHD shall file its copy in the permanent record folder established for the Applicant/family. The individual who was the "Applicant" on the waiting list and assigned the home will be the only signatory to the agreement, along with the signature of the NITHD contracting officer (Director)

representing NITHD. The lessee (Tenant family) is also required to attend a NITHD pre-occupancy conference prior to occupancy of the unit.

4. All changes, amendments, and modifications to the rental agreements shall be in writing, approved and signed by NITHD and the Tenant.

5. NITHD and Nisqually Tribe may revise or adopt policies which affect the Participants' obligations and requirements under the rental agreement. Such changes do not require execution of a new rental agreement. Therefore, the rental agreements shall require that the Tenant(s) abide by NITHD and the Nisqually Tribe's laws, regulations, laws, and ordinances that may apply, including any changes to such policies, regulations and ordinances that may be promulgated. NITHD and the Nisqually Tribe will provide notice to all Participants/Tenants of all policy changes that may affect them.

F. *Termination of Rental Agreement.*

1. The Tenant(s) and NITHD may terminate the rental agreement only in accordance with the terms provided in the rental agreement, and in compliance with the Nisqually Tribal Eviction Procedures Code.

X. VERIFICATION AND CERTIFICATION OF INCOME

A. NITHD shall verify and certify an Applicant family's composition and income prior to approval for admission to any NITHD program.

B. Verification and certification procedures are as follows:

1. In order to verify and certify income for eligibility and/or payments, all adult family members living in the Applicant's household shall be required to provide NITHD with appropriate releases of information. Each family shall furnish information about the amounts and sources of all household income and produce tax returns, paycheck stubs and any other evidence of income. The executed waivers, as well as the other required information, shall be provided to NITHD within ten (10) business days of the request from NITHD.

2. All statements made by the Applicant family in the application that may affect the determination of eligibility or level of payments shall be subject to verification. The verification process shall assure accurate determinations of eligibility and payments, while at the same time respecting the privacy of the Applicant.

3. Written certification by the Applicant shall be sufficient verification of family composition, displacement, assets, housing conditions, and need. Certification shall be provided by the Applicant's signature on the application. The only exception is children involved in Child Protective Services, or children whose custody is in question. Legal documents will be required in regards to custody of the child/children. This same procedure shall be appropriate for certifying an Applicant's family composition and assets at the annual re-examination.

4. All earned income shall be verified at the time of admission or annual re-

examination, through employers, W-2 forms, Income Tax Returns, check stubs, state unemployment records, or other means to assure accuracy.

5. Unearned income shall be verified by viewing checks, certificates of awards, or other means to assure accuracy.

6. For those claiming disability as defined in the Social Security Act, but who are not receiving Social Security benefits or aid to the permanently and totally disabled, a doctor's certification as to degree and possible length of such disability shall be required.

7. Third party verification may be used when necessary to verify earned income, assistance, medical expenses, and other factors that may be difficult for the family to document. Third party verification may be done by mail or phone, provided that proper documentation is maintained.

8. In situations of unpredictable or seasonal income, efforts shall be made to obtain verification of previous year's income from income tax statements, or other documents which may be available. If no other means of verification of income is possible, NITHD shall accept a statement describing sources and estimated amounts of income certified by the Applicant.

9. Documentation shall be maintained on all verifications. For declarations, the appearance of the statement on an application signed by the Applicant shall be sufficient. Copies of checks or a note by the NITHD staff member who reviewed the document shall be sufficient when documentation is furnished by the Applicant. Third party verification may be documented by keeping the written verification or by informal notes that record telephone contacts. In all cases the verification shall be signed by the responsible NITHD staff member.

10. As part of the application record, a designated NITHD staff member shall complete the eligibility or ineligibility certification on the application.

C. *Annual Re-Certification.* NITHD shall verify and re-certify the family's income annually, to assure continued eligibility for the program, and to determine rent payments.

1. The purpose of annual re-certification of income is to establish a fair share payment for the family, based solely on their income. Tenants shall report all changes in family composition, income, and assets as they occur.

2. The date of the re-certification will be the anniversary of the Tenant's move-in date (initial occupancy) or another set date to comply with the annual requirements.

3. If, in the period between re-certifications, circumstances result in the family receiving substantially less or substantially more income than was projected at the time of the family's previous re-certification, an adjustment or interim re-certification shall be made. Tenants are required to notify NITHD of any changes in income. Adjustments shall be made on a case by case basis, and only after a thorough review of the household's income is completed.

4. A Tenant may voluntarily request a re-examination of income and/or

recertification if he/she feels that circumstances have occurred which would affect the monthly required payment/rent. NITHD may also request a re-examination, if it has reason to believe circumstances have changed.

5. Low-rent Tenants shall be notified in writing of any change in rent or required payments as a result of recertification. Increases in rent payments shall be effective the first day of the second month following the notification of the change to the resident. Decreases in rent are effective on the first day of the month following notification of the change to the resident.

XI. OCCUPANCY STANDARDS

A. In order to prevent overcrowded conditions and wasted space, the following schedule may be used to assigned Units:

NUMBER OF BEDROOMS	NUMBER OF PERSONS
1 BR	1-2
2 BR	1-3
3 BR	3-6
4 BR	5-8
5 BR	7 & up

B. These standards are based on the assumption that each bedroom will accommodate two persons. In the event units are leased containing bedrooms which are not large enough for two persons or which will adequately accommodate more than 2 persons, appropriate adjustment will be made in the application of these standards

C. NITHD may make exceptions to this schedule due to unusual circumstances. The authority to make such exceptions is exclusively within the discretion of NITHD. Factors that may be considered in making such exceptions include age and gender of children, potential changes in family composition, availability of Unit sizes, and other factors that NITHD deems appropriate under the circumstances.

D. *Occupancy with Respect to Persons of the Opposite Sex.* Dwellings are to be assigned so that it will not be necessary for persons of opposite sex, other than spouses (or couples), to occupy the same bedroom, except that, if necessary at the time of admission, two children of opposite sex under two years of age may be permitted to occupy the parent's bedroom, and, if necessary for continued occupancy, one child under four years may be permitted to occupy the parent's bedroom.

E. Dwellings are not currently structured to require the use of the living room for sleeping purposes, except in "0" bedroom units. (Currently, NITHD has no "0, bedroom units, and for the foreseeable future, NITHD intends to provide units with at least "1" bedroom.)

F. Every family member, including all persons included in the household composition, regardless of age, is to be counted as a person. An unborn child of a member of the family at time of application will be counted as a person.

XII. DETERMINING CONTINUED ABILITY OF PARTICIPANT TO REMAIN IN

UNIT; REASONABLE ACCOMMODATION

- A. NITHD's mission is to provide safe, sanitary, and affordable housing to low income Tribal members and other American Indians and Alaska Natives.
- B. When an existing Participant household is no longer eligible to receive housing services from NITHD because there is no longer a Tribal member of other American Indian/Alaska Native residing in that household, NITHD will provide the household with a three (3) month grace period to find alternative housing before being required to vacate.
- C. NITHD is a housing provider and not a provider of health care or other social or supportive services. Participants are expected to be able to meet their requirements under their rental agreements, and a failure to do so may result in termination and eviction.
- D. There are occasions, however, where a change in a Participant's circumstances may render the Participant an Person with Disabilities who is unable to meet his or her requirements to remain in the Unit, particularly in circumstances where the Participant resides in the Unit by him or herself.
- E. As a condition of accepting funding pursuant to NAHASDA, NITHD is prohibited from excluding Qualified Persons with Disabilities from participating in NITHD housing programs and from discriminating against Qualified Individuals with Disabilities. In this context, this prohibition means that NITHD is required to provide Qualified Individuals with Disabilities with a "reasonable accommodation," if available, to allow them to continue to reside in their Unit.
- F. When information comes to NITHD's attention that a Participant's circumstances have changed such that the Participant may no longer be able to meet his or her requirements to remain in the Unit, NITHD shall promptly meet with the Participant to inquire as to whether the Participant needs or would like to request any accommodation that would enable him or her to remain in the Unit.
- G. If circumstances indicate, NITHD will also work with the Participant's family, health care services provider(s), and any other service providers to determine whether the Participant is no longer a Qualified Person with Disabilities or if any accommodations may be made to permit the Participant to continue residing in the Unit.
- H. If the Participant is a Qualified Person with Disabilities, NITHD will examine the requested accommodations to determine if they are reasonable. NITHD staff will process the requested accommodation through NITHD's Reasonable Accommodation Policy.
- I. If a reasonable accommodation can be made, NITHD will implement it as soon as practicable.
- J. If NITHD determines that the Participant is not a Qualified Person with Disabilities or that a reasonable accommodation cannot be made to enable the Participant to remain in the Unit, NITHD will take such steps as are necessary to transition the Participant out of the Unit, and to terminate his or her participation in the NITHD program. Such steps may include working with the Participant's family, health care services provider(s), and any other service providers to assist with the transition.

XIII. ASSISTANCE ANIMALS

A. *Definitions.* For purposes of this Section, the following terms shall have the following meanings:

1. “*Assistance Animal*” means an animal that works, provides assistance, or performs tasks for the benefit of a Person with Disabilities, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability. The term “Assistance Animal” includes service animals.
2. “*Person with Disabilities*” - The term “Person with Disabilities” shall have the same definition as set out in 24 CFR 8.3 for the term “individual with handicaps.”
3. “*Service Animal*” means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

B. *Reasonable Accommodation Regarding Request for Assistance Animal.*

1. Upon receipt for a reasonable accommodation to possess an Assistance Animal in a dwelling Unit, NITHD staff will evaluate the request using the same principles applicable to all reasonable accommodation requests, pursuant to the NITHD Reasonable Accommodation Policy. Specifically, NITHD staff shall consider the following:
 - a) Is the person seeking to use and live with the animal deemed a Person with Disabilities?
 - b) Does the person making the request have a disability-related need for an Assistance Animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of a Person with Disabilities, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person’s existing disability?
2. If the answer to question (1) or (2) is “no,” then NITHD is not required to make a modification to its existing policy regarding pets, and the reasonable accommodation request may be denied.
3. Where the answers to questions (1) and (2) are “yes,” NITHD is required to modify or provide an exception to its existing policy regarding pets to permit a Person with Disabilities to live with and use an Assistance Animal(s) in all areas of the Premises where persons are normally allowed to go, unless doing so would impose an undue financial and administrative burden, or would fundamentally alter the nature of NITHD’s services.
4. The request may also be denied if:
 - a) The specific Assistance Animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation,
 - b) The specific Assistance Animal in question does not have the required

- vaccinations necessary to ensure the health and safety of others, or
- c) The specific Assistance Animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

5. A determination that an Assistance Animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct, not on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence about harm or damage that other animals have caused.

C. *Prohibitions.*

1. NITHD cannot require an Assistance Animal to be individually trained or certified.
2. Breed, size, and weight limitations may not be applied to an Assistance Animal.
3. Conditions and restrictions that NITHD apply to pets may not be applied to Assistance Animals, including but not limited to the payment of a pet deposit. However, if an Assistance Animal causes damage to the Unit or the common areas of the dwelling, NITHD may charge the Participant for the cost of repairing the damage (or deduct it from the standard security deposit imposed on all Participants).

D. *Documentation.*

1. NITHD may ask persons with disabilities that are not readily apparent or known to NITHD to submit reliable documentation of a disability and their disability-related need for an Assistance Animal.
2. If the disability is readily apparent or known, but the disability-related need for the Assistance Animal is not, NITHD may ask the individual to provide documentation of the disability related need for an Assistance Animal.
3. NITHD may not ask a Participant or Applicant to provide documentation showing the disability or disability-related need for an Assistance Animal if the disability or disability-related need is readily apparent or already known to the provider.
4. NITHD also may not ask an Applicant or Participant to provide access to medical records or medical providers or provide detailed or extensive information or documentation of a person's physical or mental impairments.

XIV. USE OF NITHD UNITS

- A. Tenants and the NITHD are jointly responsible to the Tribe and future generations for ensuring that NITHD assisted Units are used properly and are well maintained, consistent with applicable program regulations.
- B. Tenants in NITHD programs shall use their Unit as their principal residences during the term of the rental agreement for at least nine (9) months out of the year. A Tenant may own

or use a residence other than the NITHD Unit, but only if permitted under the applicable program policy. Failure to use the Unit as the primary residence may disqualify a Tenant from the program.

C. *Business Use of Home.* Generally, the use of the Unit for the operation of a business is not permitted except as provided in this paragraph. Tenants may be able to use a Unit for the operation of a business under certain circumstances, provided that the Tenant(s) obtain NITHD's written approval in advance. The operation of the business, however, shall not negatively impact the neighbor or surrounding community, such as creating undue traffic, noise, trash, odors, or other impacts that may degrade the peaceful enjoyment of the neighbors.

D. *Conditions, Maintenance, and Modifications of Units*

1. It shall be the responsibility of each Tenant to show respect for the Units provided by NITHD, and appreciation for the low housing cost, by keeping the Unit and grounds in a decent, safe, and sanitary condition at all times.
2. When the need for maintenance arises, Tenants shall inform the NITHD as provided in applicable program regulations and the rental agreements.
3. Instances of serious abuse or misuse of the Unit (including but not limited to damaging, defacing, vandalizing, destroying, or removing part of the Unit), or failure to provide basic routine or non-routine maintenance as provided in the specific program policy or rental agreements shall be sufficient cause for termination from the NITHD program.
4. Tenants may not make any modifications or alterations to the Unit, including painting or changing the carpet, linoleum, cabinet, electrical, or plumbing fixtures. Any requests for changes of any nature must first be approved by NITHD. If a Tenant makes modifications without NITHD's written approval, such modifications must be removed at the Tenant's expense. If NITHD removes the modifications, the cost of such removal will be immediately due and owing by the Tenant to NITHD. No structure or storage sheds are allowed on the Premises or affixed to the existing buildings, except as is provided by NITHD or is approved in writing by NITHD.
5. Tenants are prohibited from making any major changes to landscaping or greenbelt vegetation of any nature. This includes cutting or trimming trees, and changes to yards, lawns, or landscaping. Small flower plots or flower baskets may be planted in the borders around homes but must be properly maintained by the Tenant.
6. Tenants shall not erect any aerial, antenna, or TV dishes on the exterior of the Unit without written permission of NITHD. Tenants will not install or have installed any additional wiring on the exterior or interior of the Unit for telephones, televisions, or any other electrical appliances without the express written permission of NITHD. Electrical or communications equipment of any kind that interferes with neighboring Tenants or residents is not allowed.
7. Tenants may not install any window brackets or rods, additional locks on any of

the interior or exterior doors, or cameras. Tenants may not re-key any of the locks. Tenants may have keys provided by NITHD duplicated by a licensed locksmith, but all keys must be given to NITHD if Tenants vacate the Unit.

8. No accumulations of garbage, appliances, or rubbish are allowed on the premises. All garbage, appliances, and rubbish must be disposed of on a regular basis.

9. Tenants are prohibited from using outside walls, yards, sidewalks, roadways, or other common property as storage.

10. Fishing boats, fishing gear, small trailers are allowed to be kept in the housing project. Such vehicles will be maintained and parked in designated areas only.

11. Damages caused by a Tenant's neglect, misuse, or abuse, other than normal wear and tear, will be charged to the Tenant and could lead to termination of the rental agreement. This includes damages attributable to Tenant, visitors, guests, household members of the Tenant, or other persons under the Tenant's control.

E. *Vehicles.* The Tenant may have no more than two (2) vehicles parked in the housing project. This is an expectation, but under reasonable circumstances for good cause shown, the Tenant may have more than two (2) vehicles if they submit a waiver to the Director, that the Director may approve at his/her discretion.

1. Only vehicle repairs of a minor nature such as tune-ups are allowable in the carports or anywhere in the housing project. Oil and other fluid changes, major engine transmission and body work repairs, and other major vehicle repairs are prohibited.

2. No commercial vehicles are allowed to be parked on the Premises for more than twenty-four (24) hours.

3. Access drives in the housing project must be kept clear for emergency vehicles. Any vehicles that are blocking the drive to the extent that emergency vehicles may not pass will be towed away at the Tenant expense. Vehicles may only be parked in driveways, on the access drive, in carports, or on the streets outside the housing project.

4. Tenants are prohibited from parking vehicles on yards, lawns, or green belt areas, and any vehicles parked on yards, lawns, or green belt areas will be towed away the Tenant's expense.

5. Non-operative vehicles of any nature will not be allowed in housing premises for over two (2) weeks.

F. *Smoking.* Smoking is prohibited inside any NITHD Unit. Smoking is permitted out of doors in common areas, but failing to dispose of cigarette butts and other litter in appropriate trash receptacles is strictly prohibited. Failure to properly dispose of cigarette butts or other litter will subject the Participant to clean up fees charged by NITHD.

G. Excessive noise, loud music, and other disruptions of the project by a Tenant, or visitors, guests, household members of the Tenant, or other persons under the Tenant's control are prohibited and will lead to termination of the rental agreement.

H. *Sublease/Assignment/Transfer Generally Prohibited.* Tenants may not sublease, assign, or otherwise transfer their interest in any Unit, except where specifically permitted under the policies for the specific program in which they are participating.

I. *Guests.* Tenants are permitted to have overnight guests stay in their Premises. No overnight guest may stay in a Participant's Premises for more than fourteen (14) days cumulatively, over the course of a calendar year. Exceptions to this may be provided in cases of temporary disabilities, and can be approved on an individual basis by written permission of the NITHD Director.

J. *Pets:* Tenants are allowed to have pets in accordance with the NITHD Housing Pet Policy.

1. This section does not apply to "Assistance Animals," which are governed by Section XIII of this Policy.

K. Tenants must also abide by any other use restrictions specific to the NITHD program.

XV. INSPECTIONS

A. All Units owned, operated, and/or managed by NITHD are subject to the inspection requirements of this Section, as well as the inspection requirements of the specific program policy.

B. NITHD will document all inspections with a explanations of the conditions/deficiencies, a signed report by the NITHD staff, and pictures, as applicable. Such documentation shall be kept in the Tenants' files.

C. Participants are obligated under this Policy to participate in pre-occupancy, semi-annual, annual, pre-move out and final move out inspections. Failure of a Participant to participate in the required inspections may result in termination of the Participant's participation in the NITHD program.

1. *Pre-Occupancy Inspections:* Prior to the move in or no later than the date of occupancy, the Participant and NITHD will conduct a pre-occupancy inspection to document the existing condition of the Unit. The pre-occupancy inspection will become part of the Participant's file, and will be used for future reference, should the rental agreement be Terminated.

2. *Inspections During First Year of Occupancy.* During a Tenant's first year of occupancy of a Unit, NITHD will conduct inspections as needed, as determined at NITHD's discretion, but not less than once every three months.

3. *Semi Annual Inspections:* After a Tenant's first year of occupancy of a Unit, NITHD will conduct an inspection of each Unit at least once annually, and more often if deemed necessary by the NITHD Director, to ensure that such Unit is being properly used and maintained. The annual inspection also documents the condition of the Unit for the Participant's file, and provides NITHD with a basis for providing counseling on Unit use or routine maintenance.

4. *Follow-Up Inspections.* NITHD shall conduct a follow-up inspection to

determine if the deficiencies have been corrected. The Tenant shall be notified and given the opportunity to be present at the inspection. If the Tenant has not corrected the deficiencies, if applicable. NITHD may terminate the rental agreement in accordance with the terms of the rental agreement, or perform the necessary work order charge the Tenant's account.

5. *Special Inspections.* NITHD may conduct special inspections if a Tenant has failed prior inspections and NITHD deems it necessary to conduct more frequent inspections in order to ensure compliance with the rental agreement or NITHD policies. NITHD will provide adequate notice to the Tenants of such special inspections.

6. *Emergency Inspections.* NITHD may conduct emergency inspections if NITHD becomes aware of emergency conditions that threaten the health or safety of the Tenant(s), NITHD employees, or other Tenants or neighbors.

7. *Pre-Move Out Inspection:* The pre-move out inspection is scheduled at the time the Participant gives NITHD a thirty (30) day notice of intent to move out and terminate participation in the NITHD Program. The pre-move out inspection is conducted to provide the Participant with assistance in maintenance items that are required to be repaired/replaced or cleaned prior to the Participant vacating the Unit. NITHD will perform an inspection of the Premises whenever it takes action to terminate a rental agreement. The Premises may be inspected prior to the Participant moving out.

8. *Final Move-Out Inspection:* The final move-out inspection documents the condition of the Unit at the time NITHD regains possession of the Unit. Any items needing repair or replacement beyond "normal wear and tear" or cleaning will be documented for the NITHD file.

D. *Decent, Safe and Sanitary Conditions:* Notwithstanding any other provision of this or any other NITHD policy, NITHD has the right and obligation to make inspections of a Unit at any time, with prior notification to the Tenant/Participant, if NITHD has reason to believe that part of the interior or exterior of the Unit is not maintained in a decent, safe, clean, and sanitary condition. Notification will be in writing, allowing the Participant at least two (2) days prior notice of the inspection.

E. NITHD shall have the right to enter the Unit without prior notice to Participant if NITHD reasonably believes that an emergency exists which requires entrance.

F. All Units shall be subject to methamphetamine testing as part of the move-in process, as well as for any Tenant requesting a transfer from one NITHD Unit to another, as described in the NITHD Drug Policy. Participants will be required to sign a consent to have their personal belongings tested for methamphetamine under certain circumstances.

XVI. PAYMENTS AND COLLECTIONS; INCENTIVES

A. This section, and the procedures set out herein, are intended to be implemented in concert with the applicable program rental agreement. The purpose of this section is to inform Participants of the NITHD guidelines for the collection of rent, and other payments. The objective of these procedures is to collect the amounts owed to the NITHD, and to ensure the

continuation of adequate housing services while providing for the safety and well-being of residents.

B. *Utilities.* Tenant shall be responsible to pay for all utilities. Tenants are required to pay for, maintain, and ensure the continued provision of utilities to their Premises, including water, electric, garbage pickup, and wastewater sewage, if applicable. Failure to do so will be considered a program violation and may result in termination and eviction.

1. *Utility Allowance.* NITHD shall deduct an applicable utility allowance from a Tenant's monthly rent payment for the cost of utilities and other housing services (not including telephone service, cable service, internet service) for a Unit that are not included in the Tenant's rent. The amount shall be equal to the estimate, made and approved by NITHD, of the monthly cost of a reasonable consumption of such utilities and other services for the Unit by an energy-conservation household of modest circumstances consistent with the requirements for a safe, sanitary, and healthful living environment, based on Thurston County's standard utility allowance chart. NITHD will only apply a utility allowance to a Unit if it is funded under a grant program that requires the application of such a utility allowance. NITHD will further not provide a utility allowance for any utilities or other housing services that are not paid for by the Tenant.

C. *Due Date:*

1. Rent payments are due on or before the first (1st) day of each month and are considered late if not paid by the fifth (5th) of the month. Failure to pay rent will result in termination of the rental agreement.

2. Fees for utilities and fees from work orders and/or maintenance are due on the first day of the month following the date the Participant is invoiced for such charges.

3. A late fee will be charged if any balance remains on the Participant's account according to the following:

- a) Tenants: after the fifth (5th) day of the month, for rent, utility fees, and/or maintenance fees, Tenants will be charged a late fee of \$50.00.
- b) Work Order Fees: Tenants must make full payment on any work order no later than thirty (30) days after receipt of the work order from NITHD.
- c) Failure to make payment by the 30th day after rent payments, utility fees, work order fees, and/or maintenance fees are due will be grounds for termination and eviction.

4. NITHD will send a Notice of Delinquency to the Tenant on the tenth (10th) day that rent is late.

5. Upon the recommendation of the NITHD Resident Occupancy Specialist or his or her designee, the Director shall have the discretion and ability to waive any assessed late fee on a case-by-case basis.

D. *Where and How to Make Payments*

1. Rent and other payments and fees due to NITHD will be made during business hours at: Nisqually Financial Services, located at the Tribal Administration Building; or, sent by mail to 4820 She-Nah-Num Dr. SE Olympia, WA 98513. Cash should not be sent by mail. (Note: the NITHD is not responsible for cash payment sent in by postal service.)
2. Payments may be made by debit or credit card, cash, money orders or personal checks.
3. Participants shall be strongly encouraged to participate in employer payroll deduction programs, so that rent payments are automatically paid each month.
4. The amount of monthly rent and late fees are defined in the applicable rental agreement.
5. Where a Participant takes possession and occupancy of a Unit after the first day of the month, that Participant shall make a pro-rated rent to NITHD, for that first month's possession and occupancy, based on the number of days he or she will actually possess and occupy the Unit for that month.

E. *Partial Payments:* When a NITHD Participant presents credible evidence clearly demonstrating an inability beyond his or her control to make full payment, the NITHD, in its sole discretion, may accept partial payment. Participants are responsible for notifying NITHD prior to the first day of the month if they will be unable to make the full monthly payment when due, and for requesting an informal resolution with the NITHD to make partial payments. Late fees will be applied to any remaining balance due after the due date.

F. *Checks with Insufficient Funds (NSF Checks)*

1. Presenting NITHD with a check with insufficient funds (NSF check) is not considered payment, and if full payment is not made by the required date, the late fee will be charged. In addition, due to the fact that NITHD incurs administrative costs in processing NSF checks, the Participant will be charged an administrative fee in the amount of \$50 each time NITHD has to process an NSF check.
2. Any Participant who presents NITHD with two (2) NSF checks over any period of time will no longer be permitted to make payment by check, and any check for payment received after that time will be returned and will not be considered payment.

G. *Allocation of Payments*

Where a Tenant owes NITHD for unpaid rents, work order charges or other charges assessed, payments made to NITHD by the Tenant shall be applied in the following order:

1. Unpaid rent arrearages.
2. Current month's rental payment.
3. Unpaid work order charges.

H. *Timetable for Notice of Payment Delinquency*

1. Keeping track of payments is the responsibility of each Tenant. Payments are due without demand or notice. Failure to make timely payments will result in the assessment

of a late fee and, where applicable, termination of the pertinent rental agreement. The notices to be sent out pursuant to this Section are a courtesy by NITHD, to inform the Tenant that he or she is delinquent on a payment due. A failure by NITHD to send such a notice will not remove the delinquency or abate the late charge.

2. *Notice of Payment Delinquency:*

- a) NITHD will send a Notice of Payment Delinquency by regular mail if:
- b) For Tenants: after the 10th day of the month, Tenant does not make full payment for rent, utility fees, work order fees, and/or maintenance fees; or
- c) This notice will contain the following:
 - (1) The date of the notice.
 - (2) The date the rent or other charges or fees were due.
 - (3) The total amount owed, including the late payment fee.

XVII. PROGRAM VIOLATIONS AND GROUNDS FOR TERMINATION AND EVICTION

This section contains an illustrative but non-exhaustive list of program violations and grounds for termination and eviction.

A. Participants commit a program violation (“Program Violation”) by committing any of the following, or when any child, member of the Participant’s household, guest, or other person under Participant’s control commits any of the following (whether or not Participant is aware of the activity):

- 1. Failing to submit requested annual eligibility verification information in a timely manner.
- 2. Failing to provide verification of Social Security numbers by providing a copy of Social Security card.
- 3. Failing to complete recertifications.
- 4. Failing to report changes in income and/or assets of household members within ten (10) business days of the change taking place.
- 5. Vacating the Unit in violation of the applicable program agreement and Policy.
- 6. Failing to use or maintain the Unit as required under the applicable program agreement and Policy.
- 7. Failing to repair a condition on the Premises that constitutes an imminent and substantial threat to public health and/or safety.
- 8. Committing or permitting substantial waste upon the Premises, or erecting, permitting, or maintaining any unreasonable or substantial nuisance on or about the Premises.
- 9. Conducting themselves personally, or permitting members of the household, or

any guests or any other persons under their control to conduct themselves in a manner that:

- a) Is Criminal Activity, including Drug-Related Criminal Activity, whether on or off the Premises;
 - b) Is violent and threatens the health and safety of Tenants, residents, other neighbors, or employees of NITHD, whether the activity occurs on or off the Premises;
 - c) Is disruptive of their neighbors' or another Tenant's right to "quiet enjoyment" of their Units (NITHD will maintain a record of all complaints);
 - d) Is activity that threatens the health and safety of, or right to peaceful enjoyment by, other Tenants, residents, other neighbors, or employees of NITHD (NITHD will maintain a record of all complaints);
 - e) Is activity that threatens the health and safety of, or right to peaceful enjoyment by, persons residing in the immediate vicinity of the Premises;
 - f) Is Criminal Street Gang Activity (as such activity is defined in this Policy and/or as it may hereafter be defined in the Nisqually Tribal Code) or gang related criminal activity; or
 - g) Involves driving under the influence of intoxicants, including alcohol, provided that the household will not be evicted if the member provides documentation within ten (10) business days of NITHD requesting it demonstrating that he or she is in full compliance with any court order or stipulation regarding said conviction. Provided further, however, that if that member has three (3) or more convictions within the past three (3) years for driving under the influence of intoxicants, the family will be evicted unless that member is removed from the household.
 - h) For termination and eviction based on a violation of this Subsection 9, it shall not be necessary for the Tenant (or any of the other covered persons) to have been criminally convicted of the activity. NITHD may terminate and evict if a preponderance of the evidence demonstrates that a violation of this Section has occurred.
10. Knowingly or repeatedly allowing guests with convictions for Criminal Activity (as defined in this Policy) to stay in the Tenant's Premises for any length of time.
11. Failing to make payments required under the rental agreement or applicable program agreement or policy.
12. Failing to abide by the terms and conditions of any rental agreement, applicable program agreement, or any applicable NITHD policy.
13. Failing to abide by all applicable legal requirements for possession of any firearms, and failing to register any firearms present in the Premises with NITHD.

14. Knowingly allowing a registered sex offender into their Premises no matter what the duration of time such person is on the Premises.

15. Using a NITHD Unit for a purpose prohibited by Section XIV (Use of NITHD Units) of this Policy.

16. Violating or failing to comply with other NITHD Policies, including but not limited to the NITHD Drug Policy.

17. Violating any applicable provision of the Nisqually Indian Tribe Eviction Procedures Code.

B. Participants commit a fraudulent violation (“Fraudulent Violation”) by:

1. Knowingly omitting income or assets of self or household members.
2. Knowingly under-reporting income or assets of self or household members.
3. Transferring income or assets to obtain or retain false eligibility.
4. Overstating deductions, allowances, or expenses.
5. Using a false identity or false social security number.
6. Using false documents.
7. Falsifying the number of household members, etc.

C. Participants in any NITHD program providing rental assistance may not be renting from an immediate family member of any person residing in the Participant’s household.

D. NITHD may terminate the participation of a Participant in any NITHD program and evict Participant from the Unit they occupy for any “Program Violation” or “Fraudulent Violation” as defined in this Policy or in the applicable program policy.

XVIII. OPPORTUNITY FOR CORRECTIVE ACTION OR DEFERMENT

A. Program Violations and Fraudulent Violations are grounds for termination and eviction of the Participant. However, at NITHD’s sole discretion, if the circumstances warrant, NITHD may provide Participants with an opportunity to take corrective action consistent with this Section.

B. NITHD may, at its discretion and based on the circumstances presented, defer or waive enforcement of the requirement to make payments required under the rental agreement, applicable program agreement, or policy where the Participant provides documentation of a severe illness or other medical condition that temporarily prevents the Participant from being able to meet his or her responsibility to make such timely payments, provided, that the waiver or deferment of enforcement should generally not exceed six (6) months and that the Participant enters into an agreement with NITHD—to be developed at the discretion of the Director—to address the missed or late payments.

1. To be eligible for such a deferment or waiver of enforcement, the Participant, or a person authorized to act on his or her behalf, must submit the request in writing supported by written documentation. The Director will review the request, and make the

decision at his or her discretion, depending on the documentation and circumstances presented.

2. Submission of a request and consideration of the request by NITHD shall not constitute a waiver of any applicable requirements or timelines.
3. The Director's decision shall be final, and will not be subject to grievance or appeal. The Director, however, will make a report of any waivers or deferments granted under this section to the Housing Board.

C. NITHD may also, at its discretion and based on the circumstances presented, grant a waiver or forbearance of enforcement of Program Violations and Fraudulent Violations if the Participant, or Participant's household member, agrees to participate in, comply with and complete a Tribal wellness program, including successful completion of any follow-up treatment plans or recommendations required by the wellness program. If NITHD offers this alternative, the Participant or Participant's household member will be allowed to continue to participate in the NITHD housing program so long as the Participant or Participant's household member remains in compliance with all recommendations of the wellness program. If the Participant or Participant's household member at any time falls out of compliance with the wellness program, including any wellness program recommendations, NITHD may proceed with termination or an eviction.

D. When NITHD becomes aware of a violation(s) and determines that it is appropriate to provide Participant with an opportunity to take corrective action, NITHD shall notify the Participant of the violation in writing.

E. NITHD staff will document all Program Violations and Fraudulent Violations and record such documentation in the Tenants' files. Documentation should include: Tenant(s) name; Unit address; Date of inspection/incident; staff observations and an explanation of the violations; pictures, witness statements, police reports, and/or video evidence (if applicable); and any other information or records as may be applicable.

F. If possible, NITHD will work with the Participant to develop a work plan to correct the violations. The NITHD will also provide counseling as appropriate and provide an opportunity for an informal hearing on the matter as appropriate.

G. If corrections are not possible or if the circumstances do not warrant permitting Participant an opportunity to correct, the NITHD may proceed directly to termination of the Participant's participation in the NITHD program, as provided in this Policy, the applicable program agreement and policy, and the Nisqually Indian Tribe Eviction Procedures Code.

XIX. TERMINATION AND EVICTION PROCEDURES

A. *Notice of Default and Termination or Notice to Comply or Quit.*

1. If rents payments are not paid by the 30th day of each month, NITHD shall send the Tenant a Notice of Default and Termination.
2. If a Tenant commits a Program Violation or Fraudulent Violations, or other otherwise fails to comply with or violates the rental agreement, applicable program

agreement, NITHD policy, or Nisqually Tribal Code, NITHD shall send a Notice of Termination.

3. Per Nisqually Indian Tribe Eviction Procedures Code, each “Notice of Default and Terminate/Notice to Comply or Quit” shall contain substantially the following language:

NITHD hereby gives you notice that you, [Tenant name], are in default of and noncompliance with the Rental Agreement you entered into on [Date] (“Rental Agreement”) with the [Nisqually Tribal Housing (NITHD)] for the NITHD Unit located at [address] (“Premises”) [and] [list any Rental Agreement Addendums]. As a result of your noncompliance with the Rental Agreement [and any Rental Agreement Addendums], NITHD is immediately terminating your Rental Agreement. You have [number] days from the date you have been served with this Notice (excluding day of service) to correct the violations specified below or vacate the Premises and surrender possession, for the reasons set out below. .

4. The Notice must also provide the grounds for termination, including:
- a) Stating the provisions of the rental agreement, housing policy, or Tribal Code that the Tenant has violated;
 - b) Providing a short explanation of when and how the Tenant violated the rental agreement, housing policy, or Tribal Code;
 - c) Describing how the Tenant can regain compliance (e.g. pay rent in full, cleaning unit to safe and habitable standards, etc.). This paragraph does not apply if Criminal Activity or Drug-Related Criminal Activity is the basis for the termination and eviction.
5. The Notice must state how much time the Tenant has to come back into compliance or to vacate the unit, pursuant to Nisqually Tribal Eviction Procedures Code § 21.02.010.
- a) If Criminal Activity or Drug-Related Criminal Activity is the basis for the eviction, Tenant will not be given an opportunity to come back into compliance.
 - b) If a Tenant has a prior conviction for Criminal Activity or knowingly or repeatedly allows guests with convictions for Criminal Activity (as defined in this Policy) to stay in the Tenant’s Premises for any length of time, that Tenant will be subject to eviction. Anyone evicted under this provision shall be given thirty (30) days notice.
6. **Additionally**, the Notice should contain language informing the Tenant of the following:

If you wish to respond to this decision, you may respond to NITHD in writing or in person within ten (10) days of receipt of this notice at the NITHD offices, [address]. In such response, you may be accompanied by

a person of your choice, including a representative of the Tribal government. NITHD will advise the Tribal government of this termination.

You have the opportunity, prior to any hearing or trial, to examine any relevant documents, records, policies, regulations, statutes, or ordinances directly related to the eviction or termination. This opportunity continues up to and through any legal proceedings that could occur in Nisqually Tribal Court, if necessary. Please contact [insert name] at the NITHD to make arrangements to examine these items if you desire to do so.

You have the right to an informal hearing pursuant to the grievance process set out in the NITHD Grievance Procedure Policy. This grievance process is your opportunity to tell your side of the story. You may be represented by an attorney (at your expense) or accompanied by a person of your choice. You may present any witnesses or other evidence. If you do not request or participate in a grievance hearing, or if the Housing Board rules against you, NITHD will have the right to file an action in Tribal Court to have you forcibly evicted.

7. **Additionally**, the Notice must contain the following information:

- a) The date of the notice.
- b) The date the rent payment and other charges were due, if applicable.
- c) A statement of how much is owed to NITHD.

8. *Service of Notice.* Per Nisqually Tribal Eviction Procedures Code § 21.02.020 , the Notice must be in writing and be served on the Tenant in the following manner:

- a) Delivery must be made by an adult person eighteen (18) years of age or older.
- b) Delivery will be effective completed in the following manner:
 - (1) Delivering a copy personally to the Tenant or occupier or to any member of his or her family residing on the Premises who is eighteen (18) years of age or older; or,
 - (2) Posting said notice in a conspicuous place near the entrance of said Premises, and by sending additional copies to the Tenant or occupier by regular mail **and** by certified mail, return receipt requested, properly addressed, postage prepaid. It is not necessary for the Tenant or occupier to pick up the copy sent by certified mail for such service to be valid.
- c) Proof of service by either of the above methods may be made by affidavit of any person eighteen (18) years of age or older stating that he or she has complied fully with the requirements of one of the two methods of service specified above. In any case involving the NITHD, service may be made by a NITHD employee.

Note: Additional Requirements Specific to Particular Agreements. Each of the NITHD program agreements (e.g. Rental Agreement) may have specific

requirements as to how the Notice should be served and additional language that is required to be set out in such Notice. NITHD staff will review the specific applicable program agreement, and will follow the additional requirements set out therein, in addition to the requirements set out above.

B. *Payback Agreements.* If the Tenant does not come into compliance or vacate the Unit, but does express an interest in working out a payback agreement, NITHD may enter into such a payback agreement (“Payback Agreement”), at its sole discretion, if it determines that the circumstances are appropriate. Payback Agreements must meet the following criteria:

1. A Payback Agreement may not exceed twelve (12) months in duration, provided that NITHD, in its sole discretion, may extend this period under certain circumstances where NITHD determines it would place an undue hardship on the Tenant to have to repay arrears in full within twelve (12) months.
2. The combination of payments required by the Payback Agreement with the monthly rental agreement payments may exceed 30% of the Tenant’s income.
3. If Tenant, after missing two or more payments, the entire amount of arrears will become immediately due and payable, and NITHD will move forward with sending a notice of termination and eviction and filing a court action for eviction.
4. A Payback Agreement does not rescind the termination process, but places it in suspension. The Payback Agreement must contain express acknowledgements by the Tenant that he or she is in default, that he or she was properly served with all required notices, that his or her rental agreement was terminated according to NITHD procedures, that NITHD has grounds to terminate and evict, that if the Tenant violates the Payback Agreement NITHD may file an eviction action, and that the Payback Agreement may be used as evidence in such court action.

C. *Court Action.* If the Tenant does not come into compliance or voluntary vacate the Unit at the end of the time period set out in the Notice of Default and Terminate/Notice to Comply or Quit, NITHD shall file a complaint in Tribal Court seeking eviction of the Tenant, in compliance with the Nisqually Tribal Eviction Procedures Code, Title 21.

1. After the filing of the complaint and related documents, and service of the summons and complaint on the Tenant, NITHD may discuss settlement options with the Tenant. NITHD will inform the court that a settlement has been reached if agreement has been made to resolve the outstanding amount. NITHD will include the costs of any amounts included in the civil complaint and request for judgment in the settlement or arrangement. The settlement or arrangement shall include language that in the event the defendant(s) breach(es) the agreement, the case shall be automatically reopened and heard in court for an immediate eviction.
2. NITHD reserves the right to seek resolution of the case and settlement prior to the court hearing and final ruling.
3. If NITHD succeeds in the court action, NITHD will seek an order requiring the Tenant to pay NITHD’s court costs and attorney fees.

XX. TRANSFER POLICY: RESIDENTS CHANGING FROM ONE HOME TO ANOTHER

A. *Requirements for Transfer*

1. Any family/person(s) requesting a transfer to another project, program, or unit must do so in writing.
2. All transfers are subject to availability of units. NITHD and the Nisqually Housing Board must approve transfers for the following: size of unit not compatible; change in income level; employment and/or education; and other reasons as may be acceptable to the Nisqually Tribe and NITHD. Two families may transfer (trade) units if both parties agree that it is in their best interest, and the Nisqually Tribe and NITHD approves.
3. In order to transfer, a family must be up-to-date on their rent payments.
4. All necessary repairs and rehabilitation of the unit shall be charged to the current Participant prior to move-out. If the total amount of charges is unclear, a “good faith” estimate shall be provided by NITHD. All move out charges shall be satisfied in full by both parties before the transfer is approved by the Nisqually Tribe and NITHD.

XXI. NOTICE OF VACANCY; ABANDONMENT OF UNIT

A. *Notice of Vacancy.*

1. The Participant is required to provide NITHD with a thirty (30) day written notice of his or her intent to terminate their participation in a NITHD program.
2. Upon receipt of the notice, the NITHD will schedule a pre-move-out inspection, which will allow the Participant to provide needed repairs or replacements, if any, prior to vacating the Unit.

B. *Abandonment of Unit.* A unit will be considered abandoned .and in violation of the Lease Agreement if left unoccupied, by the tenant or approved household composition, for more than thirty (30) days or for more than four (4) months in one year, unless previously approved by NITHD.

C. *Abandonment of Unit—NITHD Action.* If a Participant vacates the Unit without notice, the NITHD shall take the following actions:

1. Where the Participant has vacated the Unit without notice to NITHD, and does not intend to return, as evidenced by the removal by the Participant or his/her agent, of substantially all of his/her possessions and personal effects from the Premises and any one of the following situations:
 - a) Nonpayment of rent for two (2) or more months;
 - b) Terminated water or electrical utility service for more than one (1) month;
 - c) An express statement by the Participant that he/she does not intend to occupy the Premises after a specified date;

- d) Incarceration of Participant for a period of more than one (1) month, if there are no other members of Participant's household and if Participant has not sought and obtained permission from the landlord to sublease the home during that period of time; or
 - e) Occurrence of an emergency situation at the Premises that could have been avoided by presence of Participant, including but not limited to water-, fire-, or weather-related damage.
2. NITHD shall send notice to the Participant at his/her last known address by certified mail, return receipt requested, stating that:
- a) NITHD has reason to believe that the occupant has abandoned the dwelling Unit;
 - b) NITHD intends to reenter and take possession of the dwelling Unit unless the occupant contacts NITHD within ten (10) days of receipt of the notice;
 - c) If the Participant does not contact NITHD, that NITHD intends to remove any possessions and personal effects remaining in the Premises and to rent the Premises; and
 - d) If the Participant does not reclaim such possessions and personal effects within sixty (60) days after the notice, NITHD may dispose of the possessions and personal effects.
 - e) The notice shall be in clear and simple language and shall include a telephone number and a mailing address at which NITHD can be contacted.
3. If the notice described in Subsection C.2 above is returned as undeliverable, or if the Participant fails to contact NITHD within ten (10) days of the receipt of said notice, NITHD may reenter and take possession of the dwelling Unit, at which time any rental agreement in effect shall terminate.
4. Notwithstanding any other provision of this Policy, NITHD staff may enter the Premises immediately if there is an emergency situation in which the NITHD Director (or his or her designee) determines it is necessary to prevent damage or harm to the Premises or to any neighboring persons or Premises.
5. The landlord need not comply with the judicial eviction procedures set forth in the Nisqually Tribal Eviction Procedures Code to obtain possession of a dwelling Unit, if that dwelling Unit has been determined to be abandoned consistent with these procedures.
6. If there is abandoned property or possessions that are of cultural, religious, or ceremonial significance, NITHD has an affirmative duty to locate next of kin and/or contact the Tribe in order to return these items.
- D. If repairs are necessary, the Participant will be responsible for all costs. A copy of the charges will be forwarded to the last known address of the Participant.
- E. If adequate payment arrangements are not made by the Participant, the NITHD shall file

a claim in the Nisqually Tribal Court against the Participant for arrears and/or damages.

XXII. LEAVING WITH A DELINQUENCY

- A. Participants who have debt balances (including fees) after termination shall be processed through court proceedings for a judgment if a Payback Agreement with the Participant cannot be executed or successfully followed.
- B. Participants whose rental agreements have terminated and who have debt balances with any Indian tribal housing authority or Tribal housing program will not receive future housing assistance from the NITHD until those debts have been paid in full.
- C. The NITHD will charge all costs incurred in the collection of debts to the Participant through the Participant's account.
- D. Upon vacating the Unit, Participants will be responsible for the costs of all necessary repairs to return the Unit to a safe, sanitary, and satisfactory condition for the next Participant.
- E. Upon failure of a Participant to fulfill his or her maintenance obligations, the NITHD will perform the required maintenance and charge the Participant's accounts accordingly.

XXIII. MISCELLEANOUS

- A. The NITHD shall carry all insurance required by NAHASDA and the applicable NAHASDA regulations, including fire and extended coverage insurance, for Units owned, managed, or operated by NITHD.
- B. In the event a Unit owned, managed, or operated by NITHD is damaged or destroyed by fire or other casualty:
 - 1. The NITHD shall use the insurance proceeds to have the Unit repaired or rebuilt unless there is good reason for not doing so.
 - 2. In the event the NITHD determines that the Unit should not be repaired or rebuilt, the NITHD shall assist the resident Participant as follows:
 - a) Place the Participant in another available Unit without terminating the applicable program agreement; or
 - b) Offer the resident Participant a rental assistance certificate.
- C. If the final determination is that the Unit should be repaired or rebuilt, Participant will be required to vacate the Unit. NITHD will endeavor to provide alternate housing to Participant until such time as the Unit is repaired or rebuilt.
- D. In the event of termination of a program agreement because of damage or destruction of the Unit, or if the Unit must be vacated during the repair period, the NITHD will use its best efforts to assist in relocating the Participant. If the Unit must be vacated during the repair period, required monthly payments shall be suspended during the vacancy period.
- E. There are a number of other NITHD policies that are relevant to Participants, including but not limited to the Drug Policy, Grievance Policy, Pet Policy, Reasonable Accommodation

Policy and the Maintenance, Maintenance Charges and Housing Standard Policy. There are also NITHD policies specific to certain NITHD programs, such as the Tribal Housing Policy. All other NITHD policies are hereby incorporated by reference into this Policy, and Participants are required to become familiar, and comply with, the obligations set out in those policies.