

Puyallup Tribe Housing Department
Eligibility, Admissions, and Occupancy
Policy



Adopted on: JUNE 5, 2007
REVISED ON: August 28, 2007
REVISED ON: FEBRUARY 5, 2008
REVISED ON: SEPTEMBER 18, 2009
REVISED ON: AUGUST 26, 2010
REVISED ON: NOVEMBER 16, 2010
REVISED ON: MARCH 13, 2012
REVISED ON: August 30, 2012
REVISED ON: August 14, 2013
REVISED ON: August 14, 2014
REVISED ON: October 14, 2014
REVISED ON: July 17, 2020

TABLE OF CONTENTS

Section I.	PURPOSE	1
Section II.	GENERAL	1
SECTION III.	DEFINITIONS	2
SECTION IV.	APPLICATIONS	4
SECTION V.	ELIGIBILITY	7
SECTION VI.	CALCULATION OF INCOME	17
SECTION VII.	ELIGIBILITY CERTIFICATION	19
SECTION VIII.	WAITING LISTS	19
SECTION IX.	SELECTION OF APPLICANTS	24
SECTION X.	VERIFICATION AND CERTIFICATION OF INCOME	26
SECTION XI.	OCCUPANCY STANDARDS	29
SECTION XII.	DETERMINING CONTINUED ABILITY OF PROGRAM PARTICIPANT TO REMAIN IN UNIT; REASONABLE ACCOMMODATION	30
SECTION XIII.	ASSISTANCE ANIMALS	31
SECTION XIV.	USE OF PTHD UNITS	34
SECTION XV.	INSPECTIONS	37
SECTION XVI.	COUNSELING	39
SECTION XVII.	PROGRAM VIOLATIONS	40
SECTION XVIII.	OPPORTUNITY FOR CORRECTIVE ACTION	42
SECTION XIX.	PAYMENTS AND COLLECTIONS; INCENTIVES	43
SECTION XX.	GROUND FOR TERMINATION AND EVICTION	51
SECTION XXI.	NOTICE OF VACANCY; ABANDONMENT OF UNIT	54
SECTION XXII.	LEAVING WITH A DELIQUENCY	56
SECTION XXIII.	MISCELLEANOUS	57

Section I. PURPOSE

- A. The Puyallup Tribe Housing Department (PTHD) has been established for the following purposes: to provide decent, safe and sanitary housing low-income 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-and-alcohol-free housing; and to manage and maintain residential properties that are owned by the Tribe and/or the Authority for the purpose of providing housing to Tribal members and the Indian community.
- B. This Policy is a guide for PTHD to use in determining initial and continued eligibility, admission and selection of Applicants for various PTHD programs, and occupancy standards.
- C. This Policy is applicable to all clientele of PTHD, including but not limited to Applicants, residents, renters, Homebuyers, and Participants in PTHD's rental and Homebuyer voucher 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.
- D. PTHD is committed to non-discrimination. PTHD shall not discriminate in the provision of services based on race, color, gender, sexual orientation, disability, national origin, or veteran status, provided that PTHD may apply preference for Puyallup Tribal members and may serve only American Indians and Alaska Natives, and may provide preference for veterans.

Section II. GENERAL

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

shall place each Applicant on the appropriate waiting lists for potential renters, Homebuyer Applicants and/or other programs established by PTHD. Such waiting lists shall be maintained according to the provisions of this Policy. These waiting lists will be used by PTHD in selecting program participants.

- B. PTHD shall maintain a separate waiting list for each PTHD program. 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 PTHD program.

SECTION III. DEFINITIONS

- A. *General:* All definitions provided in the Puyallup Nation Housing Code shall be applicable to this Policy.
- B. "*Applicant*" means a family that has applied to participate as a Tenant in the Low-Income Rental Program.
- C. "*Dependent Adult*" means a person who is 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.
- C. "*Elderly Person*" means a person who is at least 62 years of age.
- D. "*Gang-Related Activity*" means: (1) any gathering of a group of two or more individuals who share an on-going relationship and support one other, individually or collectively, in the recurring commission of delinquent and/or criminal acts, whether or not they have been convicted of any criminal or delinquent acts, and

whether or not they commit such acts on the Premises at issue; or (2) the presence on the Premises at issue of any individual or individuals who is identified as a gang member by a documented reliable informant, or who is listed as a gang member by any law enforcement entity.

- E. "Homebuyer" means a person(s) who has executed a purchase or lease-purchase agreement with PTHD (including but not limited to a Mutual Help and Occupancy Agreement or a Housing Opportunity Program Agreement), and who has not yet achieved homeownership.
- F. "Indian" means any person recognized as being an Indian or Alaska Native by any Tribe, or by the government of the United States.
- G. "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.
- H. "NAHASDA" - The Native American Housing Assistance and Self-Determination Act of 1996, codified at 25 U.S.C. §§4101 *et seq.*
- I. "Near Elderly" means a person who is at least (55) years of age, and less than 62 years of age.

- J. "Qualified Individual with Disabilities" - The term "Qualified Individual with Disabilities" shall have the same definition as set out in 24 CFR 8.3 for the term "qualified individual with handicaps."
- K. "Individual with Disabilities" - The term "Individual with Disabilities" shall have the same definition as set out in 24 CFR 8.3 for the term "individual with handicaps."
- L. "Program Participant" means a Tenant, Homebuyer, or other person or family participating in a PTHD program.
- M. "PTHD" means the Puyallup Tribe Housing Department.
- N. "Tenant" means a family participating in the Low-Income Rental Program by renting a Unit from PTHD.
- O. "Terminated" means an Applicant has been served with a Notice of Default and Termination, Forfeiture, Notice to Quit, or other document indicating PTHD's intent to terminate the agreement for possessing and occupying a PTHD unit, even if the Tenant or home owner subsequently gives up the Unit voluntarily.
- P. "Unit" means any home, apartment, or other dwelling structure.

SECTION 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 PTHD to the Intake Specialist or Resident Services at the PTHD office. Only complete applications will be accepted, and incomplete applications will be immediately handed back to the Applicant. Applicants may only be placed on the waiting list after they have submitted a complete application packet and have been determined to be eligible.
- B. Upon inadvertent acceptance of an incomplete application, PTHD will send the Applicant(s) a letter stating that their application is incomplete, and that they have 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. PTHD staff will keep a copy of the letter and proof of service by certified mail in a separate file. If 30 days has passed since service of the letter, PTHD staff shall destroy the application and any accompanying material by shredding, except that PTHD staff shall retain the letter to the Applicant and the proof of service on file for three years.

- C. The application is the basic record of each Applicant applying to receive services through a PTHD 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 PTHD programs, and grounds for termination from any program the Applicant has been admitted to.
- 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 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. An application form shall be designed by PTHD to gather enough information to allow a full assessment of the Applicant family's eligibility, consistent with federal and PTHD requirements that apply at the time of submission. The application must include at least the following information:
 - 1. Applicant family's annual 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 (PTHD cannot provide services to non-eligible non-citizens with federal funds);
 7. Credit, Use, and Maintenance History;
 8. Valid 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 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 for, the Applicant should list the disability and provide supporting documentation to demonstrate the presence of the disability and the accommodations needed.
- G. The Applicant must certify that all information contained in the application is true and accurate. The Applicant is responsible for contacting PTHD and making any corrections or updating the application if any of the information contained in the application changes.
- H. Application entries are to be made in ink, indelible pencil or typed. Entries may be made by computer with a hard copy documented in the Applicants 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.
- I. 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 Homebuyer payments or rent, and housing need is required. Failure to provide current and valid information may be grounds for a determination that the Applicant is ineligible.

J. For each Applicant, PTHD 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 Services, Financial and the Housing Director;
4. Copies of staff's Notification of Eligibility or Ineligibility; and
5. All correspondence and memoranda regarding the application.

K. No application fee.

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

M. 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.

SECTION V. ELIGIBILITY

The following eligibility requirements must be met prior to an Applicant family being placed on a waiting list for any

PTHD 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. 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 PTHD. PTHD must determine that the presence of these families at the project 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.
- B. The Applicant family's annual income must be at or below 80% of the median income for the PTHD area, as determined by HUD, for that size family. The annual income will be calculated by PTHD according to the information provided by 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 PTHD Director, after consultation with the Housing Advisory Committee.
- C. Applicant families who, at the time of application, are:
 - 1. expecting the birth of a child (hereafter "Pregnant Family"), or
 - 2. in the process of adopting a child under the age of 18 (hereafter "Pre-Adoptive Family"), or
 - 3. 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 not include such child(ren) in determining the family size for the purposes of calculating income limits for eligibility. A Caretaker Family may, however, 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, PTHD shall consider the size of the household with the unborn/adopted/other child(ren) included. Pregnant/Pre-Adoptive/Caretaker Families shall not be

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.

- D. 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 PTHD, and provide valid and verifiable supporting documentation to PTHD'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.

E. Ability to Make Minimum Payments

1. A family applying for any of PTHD's rental programs must have an income high enough to cover the costs of the current minimum rent (excluding utilities) established by the PTHD to cover the PTHD's cost of operations for its rental units without exceeding 30 percent (30%) of the annual adjusted family income. At present, that minimum rent (excluding utilities) is \$140/month, but may be changed from time-to-time by PTHD.
2. A family applying for any of PTHD's rental assistance programs must have an income high enough to contribute PTHD's minimum rental contribution (excluding utilities) toward payment of the rent without exceeding 30 percent (30%) of the annual adjusted family income. At present, PTHD's minimum rental (excluding utilities) contribution is \$140/month, but may be changed from time-to-time by PTHD.

- F. A family applying for any of PTHD's home ownership

programs must have an income high enough to cover the total costs of:

1. The current administrative charge established by the PTHD to cover the PTHD's cost of operations; and
2. The cost of routine and not-routine maintenance expenses for the life of the lease/purchase agreement.

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

- G. The Applicant family for a home ownership program must also demonstrate an ability to maintain its present level of income. This will be verified by PTHD and may be satisfied by a written statement from the Applicant's employer. If it is not feasible to determine income potential from an employer, this verification may come from photocopies of the Applicant's income tax returns for the three years prior to the first application. These income tax returns will be kept on file and new ones shall be submitted each year thereafter until the Applicant is placed in a unit. Failure to provide the PTHD with this information shall result in the Applicant being dropped from the Homebuyer program waiting list.
- H. The Applicant family must be willing and able to meet all obligations of the housing agreement for the program(s) for which they apply.
- I. 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 (PTHD 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, PTHD shall notify the Applicant in writing of the negative items found.
4. PTHD may still approve an Applicant who has no credit history (as opposed to a poor credit history).
5. For those Applicants with poor credit history, PTHD will consider the time, nature and extent of the past credit problems and the reasonable probability of future favorable performance by the Applicant.
6. All Applicants must participate in PTHD's financial management counseling as a condition of participating in PTHD programs.
7. If the Applicant does not have any history of renting and therefore has no landlord references, or if the Applicant has not credit history or a poor credit history, the Applicant family shall be required to enter into a one year (1 year) probationary agreement as an addendum to any rental agreement, Homebuyer agreement or any other program agreement.

J. Applicant families shall not be:

1. Current participants in another home ownership or rental program with another tribe or housing authority; or
2. Currently housed in a decent, safe and sanitary dwelling within the service area of the Puyallup Tribe, with housing payments within the percentages of income applicable to tribal assisted housing programs. This requirement shall not apply to Applicant families applying for a PTHD homebuyer or home ownership program, who are not already participating in another homebuyer or home ownership program.

- K. Applicants who have been Terminated from any Indian tribal housing authority program, PTHD program, or any other Tribal housing program, and/or who have debt balances with any Indian tribal housing authority or other Tribal housing program, will not receive future housing assistance from the PTHD until those debts have been paid in full and three years have elapsed since the termination from the prior program. The Housing Advisory Committee however, may waive or modify this requirement on a case-by-case basis on circumstances as determined by the Housing Advisory Committee, and according to such conditions as the Housing Advisory Committee may in its discretion establish, subject to subsection S, below.
- L. Applicant families must intend to use the Unit as their primary place of residence for at least nine months of the year.
- M. Applicants shall be willing to sign the appropriate agreement developed and approved by PTHD for the specific program. All leases/purchase agreements for a development must be executed prior to execution of the construction contract. If the development fails to proceed, the lease/purchase agreement is subject to revocation and any contribution will be returned to the family (or Tribe, or other entity which made the contribution on behalf of the family).
- N. Applicants for any PTHD 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 Puyallup Tribal law and policy.
- O. Applicants who are Dependent Adults will not be permitted to occupy a unit on their own, provided that PTHD has the discretion to allow a Dependent Adult to occupy a unit on his or her own if PTHD 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.
- P. Applicants 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 PTHD program. The PTHD Director shall make this determination by considering the following:

1. References from previous landlords;
2. 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 Q, 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;
3. Judgments against the Applicant in civil cases;
4. Restraining and/or protective orders;
5. Police reports involving the Applicant family;
6. Any other information that may provide evidence of the detrimental habits and practices of the Applicant.

Q. 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, and be in the custody and control of the PTHD Director or his or her designee for such records;

4. Accessed only with the written permission of the PTHD 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.
- R. Notwithstanding any of the previous conditions, and without limiting any of those conditions, an Applicant family will be deemed to be ineligible for any PTHD program if any one or more of the following is the case:
1. Any member of the Applicant family failed to repay any previous debts owed to the PTHD, even if such debt was subsequently discharged in bankruptcy.
 2. Any member of the Applicant family has been previously evicted from PTHD housing within the past three years.
 3. 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.
 4. The Applicant family has provided false information on the application.
 5. 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 PTHD staff within ten (10) business days of being requested to do so by staff.
 6. Any member of the Applicant family appears on HUD's List of Suspensions, Debarments, and Limited Denials of Participation.
 7. Any member of the Applicant family has a history of abuse of or damage to units.
 8. Any member of the Applicant family has a history of abusing or being a nuisance to neighbors.
 9. Any member of the Applicant family has been convicted of any criminal activity, including but

not limited to selling or using illegal drugs.

- a. Such Applicant family will not be eligible until three 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:
 - i. any felony;
 - ii. any Drug-Related Criminal Activity (whether a felony, misdemeanor, or violation); or
 - iii. any misdemeanor crime of violence, including domestic violence.
- b. Where the member's conviction is for any other misdemeanor or violation not covered by Section V(Q) (8) (a) or (8) (d) 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).
- c. 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(Q) (8) (a) or (b) 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 family will be eligible.
- d. If any member of the Applicant family has been convicted of driving under the influence of intoxicants, the family will still be eligible if the member provides documentation within

ten (10) business days of PTHD requesting it 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 years for driving under the influence of intoxicants, the family will be ineligible unless that member is removed from the household.

- e. Upon recommendation of Resident Services Manager 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:
 - i. the member of the Applicant family was convicted of a misdemeanor or violation under Section V(Q) (8) (b);
 - ii. the member of the Applicant family is currently on probation or has completed probation less than one year ago;
 - iii. the member of the Applicant family has completed, to PTHD's satisfaction, all required services, counseling, and treatment;
 - iv. there is no restraining order or "no contact" order in effect against that member of the Applicant family; and
 - v. the Applicant family agrees to sign a contract rider, which will include the provision that the Lease Agreement will automatically terminate if the member of the Applicant family is convicted of any other felony, misdemeanor, or violation.
- 9. Any member of the Applicant family is a registered sex offender.
- 10. Any member of the Applicant family is a non-citizen

of the United States and does not have legal immigration status.

11. Any member of the Applicant family participates in Gang-Related Activity, as that term is defined in the Puyallup Tribal criminal code, whether or not such person has been convicted of such activity in a criminal prosecution.
 12. Any member of the Applicant family is ineligible for services from the PTHD, pursuant to Section V of the PTHD Drug and Alcohol Policies (which ineligibility shall last for a period of three 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 Section VI of said Policies.
 13. Other historical actions or characteristics determined by the Director to be inappropriate for participation in PTHD housing programs.
- S. *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, the reasons for their ineligibility. The Applicant shall be entitled to an informal hearing under the provisions of the grievance procedures provided in the PTHD Grievance Procedures Policy. All information relative to the rejection of an Applicant shall be documented and placed in the Applicant's file for future reference.
- T. *Waiver of Ineligibility.* Under certain limited circumstances, an ineligible Applicant may be granted a waiver by the Housing Advisory Committee 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 PTHD Resident Services staff review the application to determine if a waiver is permissible. If the PTHD Resident Services staff determines that a waiver is permissible, a meeting will be set with the Housing Advisory Committee 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 Advisory Committee, and the Housing Advisory Committee's decision is final. Ineligible Applicants who are granted a waiver must execute an addendum to their lease or Homebuyer agreement acknowledging the benefit they are receiving and agreeing to certain conditions of residency in exchange for that benefit.

- U. A household that is denied eligibility pursuant to this section will be evaluated and, if appropriate, placed on the list for the PTHD Transitional Housing Program, once this Program is developed, adopted, and implemented. Such family must meet the requirements established in the PTHD Transitional Housing Program Policy, and subject to the availability of such housing.
- V. *Confidentiality.* PTHD shall keep all Applicant information confidential, except as required to perform work-related functions.

SECTION VI. CALCULATION OF INCOME

PTHD 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:
 - 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-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 Puyallup 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 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.
 - 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 3 percent 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 18 years of age.
5. Excessive travel expenses, not to exceed \$25.00 per week for employment or educational related travel. PTHD may request the resident to maintain a mileage log, or provide receipts to verify this deduction.

SECTION 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 the Puyallup Tribe Housing Code and federal regulations.

SECTION VIII. WAITING LISTS

- A. PTHD shall establish and maintain a waiting list for each of the various programs managed and operated by the PTHD. 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 PTHD 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. PTHD 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 PTHD programs at one time, but once selected, that Applicant must be removed from all other lists, other than the Homebuyer wait list or the wait list for the Waller Road units.

- E. The application will be dated as of the day it is certified as complete by PTHD. All eligible Applicants shall be placed on the appropriate waiting list, according to the date of application acceptance by PTHD, in descending order, with the oldest application being first on the list.
- G. Process for selection from waiting list.
1. As soon as practical after PTHD determines that a Unit will become available for occupancy, the selection of eligible Applicants from the Waiting List to occupy PTHD owned or managed units shall be made, strictly adhering to this Policy, in accordance with NAHASDA rules and regulations.
 2. The certified eligible Puyallup Tribal member Elder or Near-Elder (55 years of age or older) Applicant with the oldest application date on the waiting list for that size Unit in that program, will be selected. If there are no Puyallup Tribal member Elder or Near-Elder eligible Applicants available on the waiting list for that size Unit in that program, then the certified eligible Puyallup 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 Puyallup Tribal member eligible Applicants available on the waiting list for that size Unit in that program, then the non-Puyallup Tribal member Applicant who is otherwise eligible with the oldest application date on the waiting list for that size Unit in that program will be selected.
 3. If two Applicants have the same application date and are otherwise at the same priority status, the PTHD shall choose the Applicant with the highest score according to the Preference Criteria set out below.
 4. Preference criteria:

Veteran	1 point
Elderly	1 point
Disabled	1 point
Currently paying more than 50% of adjusted income for housing	1 point

Is being involuntarily displaced

1 point

5. Notwithstanding the preference requirements set out above, if a Unit that is already configured to provide for disabled access comes available, first preference will be given to any Applicant on the waiting list that 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. 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.
6. When an Applicant is selected from the waiting list, he or she must be re-verified as eligible under the PTHD eligibility guidelines set out in these policies. If that Applicant is no longer eligible, PTHD will then move on and select the next Applicant on the waiting list.
7. The Resident Services Manager or designee shall be responsible for the notification of selection.
8. This method of selection is intended to ensure that nepotism, politics and favoritism are avoided during this process.
9. Applicants will always be treated in a respectful manner during the application and selection process.
10. The Housing Advisory Committee and PTHD employees shall avoid any conflict of interest during the selection and admission process.
11. An Applicant will be considered to have refused a Unit that is offered if:
 - a. The Applicant informs PTHD 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.

12. If an Applicant is offered a Unit but refuses, the following procedures shall apply:

- a. Upon the first refusal, PTHD will move on to the next eligible Applicant, and the Applicant will retain his or her position on the waiting list.
- b. Upon a second refusal, PTHD 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 second rejection.

H. 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. If circumstantial data result in an Applicant being moved by PTHD 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.
- 3. PTHD shall post the waiting lists in the PTHD office at least monthly and make the latest waiting lists available for public inspection upon request.
- 4. Each Applicant shall be contacted annually, to update his or her application, and PTHD shall reaffirm the Applicant's eligibility, interest and need for housing. This may be done by mail or by a documented telephone call.
- 5. Any information or data received will become a part of the Applicant's file record.

6. To remain on the waiting list, Applicants must inform PTHD in writing of any changes in income, family composition, or any other information that would impact the family's eligibility, as they occur.
7. 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.
8. Any Applicant family on a waiting list, that wishes to be removed from that list, must submit a written request to PTHD. 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.
9. The PTHD reserves the right to close the waiting list for any program, and to suspend intake of new applications at any time. PTHD may also set submission deadlines for participation in any particular project, program, or funding year.

SECTION IX. SELECTION OF APPLICANTS

- A. Applicants shall be selected according to the following provisions:
 1. The waiting list shall be updated with the latest eligible Applicants and 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 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 providing that the family member was not convicted of criminal activity, the family will be returned to the same position on the waiting list that they had before.
 2. *New Construction Home Ownership Units.* Applicants

shall be selected for New Construction Home Ownership Units early in the development process. It is essential that Applicants be afforded the opportunity to comment on the planning and design of the houses. In addition to the selected Applicants, PTHD shall select alternate Applicants from the waiting lists, in case any of the primary selected Applicants are found ineligible upon re-verification. These alternates shall be the next Applicants on the waiting lists. However, the alternates shall be notified that there is no assurance that a Unit will be available for them from the current project. If the alternate Applicant rejects the offer, the offer shall be made to the next Applicant on the list, and so on, until an Applicant accepts the offer. If a Unit becomes available from the current development project because a selected Applicant is found to be ineligible at the time of availability, the alternate will be selected over other Applicants higher on the list who rejected the alternate offer. Final approval of selected Applicants shall be made by the PTHD Director.

3. If the selected Applicant requires an Individual 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 Individual with Disabilities. The circumstances of each Applicant shall be evaluated under the PTHD 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.
- B. *Notice of Selection.* Once the housing Director approves a selected Applicant, a Notice of Selection will be sent. The Notice of Selection shall not constitute contractual obligations by either the PTHD or the Applicant.
- C. *Re-verification.* The Notice of Selection will indicate that the Applicant family may sign a lease or lease/purchase agreement, whichever is applicable, upon PTHD re-verification of the Applicant family's

eligibility to participate in the assisted housing program. 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 home ownership 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.* An Applicant family may reject the first Unit offered, and remain at the top of the list for the next available unit. The Applicant must notify the PTHD within ten (10) business days after the Unit was offered. When this occurs, the Applicant next on the waiting list shall be offered the Unit except for alternates as provided above and so on until the Unit is accepted. If the Applicant family rejects a second unit, the Applicant family shall be placed at the bottom of the waiting list (if Applicant family is a Tribal member family, they would go to the end of the Tribal member waiting list) and the date and time of rejection of the second available unit shall be considered the new date of application to that housing program. In the event that the Applicant family qualified for a preference and rejected both selections, PTHD 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.

SECTION X. VERIFICATION AND CERTIFICATION OF INCOME

- A. PTHD shall verify and certify a family's composition and income prior to approval for admission to any PTHD program. PTHD shall verify and re-certify the family's income upon selection for a unit, and annually thereafter, to assure the family's continued eligibility for the program, and to determine rent or home buyer payments. The annual recertification process will also involve mandated, observed drug-testing for all persons residing in the Unit who are 18 years or older, as

described below.

- B. 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 PTHD 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 PTHD within ten (10) business days of the request from PTHD.
- C. The purpose of annual re-certification of income is to establish a fair share payment for the family, based solely on their income. Program Participants shall report all changes in family composition, income and assets as they occur.
- D. 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. Adjustments shall be made on a case by case basis, and only after a thorough review of the household's income is completed.
- E. Low rent Tenants shall be notified in writing of any change in rent or required payments as a result of recertification. Increases in rent or Homebuyer payments shall be effective the first day of the second month following the notification of the change to the resident. Decreases in rent or Homebuyer payments are effective on the first day of the month following notification of the change to the resident. Changes in income will not result in an increase in Homebuyer payments under the HOPA Program.
- F. Verification and certification procedures are as follows:
 - 1. 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.

2. 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.
3. 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.
4. Unearned income shall be verified by viewing checks, certificates of awards, or other means to assure accuracy.
5. 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.
6. 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.
7. 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, PTHD shall accept a statement describing sources and

estimated amounts of income certified by the Applicant.

8. 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 PTHD 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 PTHD staff member.
9. As part of the application record, a designated PTHD staff member shall complete the eligibility or ineligibility certification on the application.
10. As part of the re-certification process, each member of the household 18 years of age or older will be required to submit to a drug test within 90 days of the annual recertification. The procedure for the drug test is as follows: at some point during the 90 day period, the date to be chosen at PTHD's sole discretion, PTHD will provide 24 hours' notice to the household that the drug test will be taken of all members of the household 18 years of age or older. The drug test will be conducted by a company selected by PTHD, and the test will be an "observed" drug test. If any member of the household refuses to take the test, or if any member of the household tests positive for drugs or otherwise fails the test, the household will be subject to termination and eviction, per the PTHD Resident Drug and Alcohol Abuse Policy. Each member of the household, including Elders and Near-Elders, is also subject to "reasonable suspicion testing" per PTHD's Drug and Alcohol Policy.

SECTION 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. PTHD may make exceptions to this schedule due to unusual circumstances. The authority to make such exceptions is exclusively within the discretion of PTHD. 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 PTHD deems appropriate under the circumstances.

SECTION XII. DETERMINING CONTINUED ABILITY OF PROGRAM PARTICIPANT TO REMAIN IN UNIT; REASONABLE ACCOMMODATION

- A. PTHD'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 Program Participant household is no longer eligible to receive housing services from PTHD because there is no longer a Tribal member of other American Indian/Alaska Native residing in that household, PTHD will provide the household three (3) months grace period to find alternative housing before being required to vacate.
- C. PTHD is a housing provider and not a provider of health care or other social or supportive services. Program Participants are expected to be able to meet their requirements under their lease or Homebuyer agreements, and a failure to do so may result in termination and eviction.
- B. There are occasions, however, where a change in a Program Participant's circumstances may render the Participant an Individual 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.
- C. As a condition of accepting funding pursuant to NAHASDA,

PTHD is prohibited from excluding Qualified Individuals with Disabilities from participating in PTHD housing programs and from discriminating against Qualified Individuals with Disabilities. In this context, this prohibition means that PTHD is required to provide Qualified Individuals with Disabilities with a "reasonable accommodation," if available, to allow them to continue to reside in their unit.

- D. When information comes to PTHD's attention that a Program 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, PTHD 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.
- E. If circumstances indicate, PTHD 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 Individual with Disabilities or if any accommodations may be made to permit the Participant to continue residing in the Unit.
- F. If the Participant is a Qualified Individual with Disabilities, PTHD will examine the requested accommodations to determine if they are reasonable. PTHD staff will process the requested accommodation through PTHD's Reasonable Accommodation Policy.
- G. If a reasonable accommodation can be made, PTHD will implement it as soon as practicable.
- H. If PTHD determines that the Participant is not a Qualified Individual with Disabilities or that a reasonable accommodation cannot be made to enable the program Participant to remain in the Unit, PTHD will take such steps as are necessary to transition the Participant out of the Unit, and to terminate his or her participation in the PTHD 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.

SECTION 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 an Individual with Disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability.
2. "Individual with Disabilities" - The term "Individual with Disabilities" shall have the same definition as set out in 24 CFR 8.3 for the term "individual with handicaps." Individual with 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, PTHD staff will evaluate the request using the same principles applicable to all reasonable accommodation requests. Specifically, PTHD staff shall consider the following:
 - a. Is the person seeking to use and live with the animal deemed an Individual with Disability?
 - 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 Individual with Disability, 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 PTHD 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," PTHD is required to modify or provide an exception to its existing policy regarding pets to

permit a Individual with Disability 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 PTHD'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
 - b. 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. PTHD 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 PTHD 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, PTHD may charge the Program Participant for the cost of repairing the damage (or deduct it from the standard security deposit imposed on all Program Participants).

D. Documentation.

1. PTHD may ask persons with disabilities that are not readily apparent or known to PTHD, 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, PTHD may ask the individual to provide documentation of the disability related need for an Assistance Animal.
3. PTHD may not ask a Program 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. PTHD also may not ask an Applicant or Program 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.

SECTION XIV. USE OF PTHD UNITS

- A. Program Participants and the PTHD are jointly responsible to the Tribe and future generations for ensuring that PTHD assisted Units are used properly and are well maintained, consistent with applicable program regulations.
- B. It shall be the responsibility of each Program Participant to show respect for the Units provided by PTHD, and appreciation for the low housing cost, by keeping the Unit and grounds in a decent, safe and sanitary condition at all times.
- C. When the need for maintenance arises, Program Participants shall inform the PTHD as provided in

applicable program regulations and the lease or lease/purchase agreements.

- D. 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, lease or lease/purchase agreements shall be sufficient cause for termination from the PTHD program.
- E. Participants in PTHD programs shall use their Unit as their principal residences during the term of the lease or lease/purchase agreement for at least nine months out of the year. A Program Participant may own or use a residence other than the PTHD Unit, but only if permitted under the applicable program policy. Failure to use the Unit as the primary residence may disqualify a Program Participant from the program.
- F. **Pets:** No pets are allowed in rental Units unless written permission is granted by the PTHD.
 - 1. Written permission may only be provided to rental Tenants who are Near Elderly and Elderly, for a pet that does not weigh more than 25 pounds and that is up-to-date on its vaccinations (with written confirmation of same to be provided to PTHD).
 - 2. Any Program Participant who is authorized by PTHD to keep a pet on his or her Premises must submit a non-refundable pet deposit, the amount of which will be assessed based on a sliding scale between \$50 to \$290, based on the income of the Program Participant. This amount is not transferable if the Program Participant moves to another Unit; a new pet deposit will be required for the new Unit. The pet deposit applies to dogs and cats but could apply to other animals that are not caged. It does not apply to birds, fish in aquariums, or other very small pets kept in cages, such as hamsters or gerbils and on the condition that the pets are not allowed to run loose.
 - 3. No dog commonly referred to as a "dangerous breed" dog as classified by the Insurance Information Institute shall be permitted in any Units (whether

rental or Homebuyer) owned or managed by PTHD.

4. If PTHD determines the pet is creating an unsafe and/or unsanitary condition for Premises or the grounds, the Tenant will be required to move the pet from the premises. If the pet threatens the safety of the neighborhood, PTHD shall inform the Tenant to immediately remove the pet from the Premises.
 5. All dogs will be on a leash or secure in a fenced area; they are not allowed to run loose. Tenants will not maintain cats or dogs for breeding purposes. The Tenant will be warned only once regarding the need to get rid of the problem pet; thereafter, appropriate Tribal and/or local agencies will be contacted and termination of the Rental Agreement or Homebuyer Agreement may be initiated.
 6. Livestock and wild game will not be considered "pets" and will not be permitted in any PTHD unit for any purpose.
 7. Any Program Participant who is found to be in violation of the requirements of this section will be assessed in an amount of \$75.00 per day for each violation.
 8. This section does not apply to "Assistance Animals," which are governed by Section XIII of this Policy.
- G. *Smoking.* Smoking is prohibited inside any PTHD 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 Program Participant to clean up fees charged by PTHD.
- H. Program Participant may not make any modifications or alterations to the Unit. If Tenant makes modifications without PTHD's written approval, such modifications must be removed at Tenant's expense. If PTHD removes the modifications, the cost of such removal will be immediately due and owing by Program Participant to

PTHD.

- I. Program Participant shall not erect any aerial, antenna or TV dishes on the exterior of the Unit without written permission of PTHD. Program Participant 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 permission of PTHD. Electrical or communications equipment of any kind that interferes with neighboring Tenants or residents are not allowed.
- J. Program Participant may not install any window brackets or rods, additional locks on any of the interior or exterior doors or install cameras. Program Participant may not re-key any of the locks. Program Participant may have keys provided by PTHD duplicated by a licensed locksmith, but all keys must be given to PTHD if Program Participant vacates the Unit.
- K. Program Participant must also abide by any other use restrictions specific to the PTHD program.
- L. *Sublease/Assignment/Transfer Generally Prohibited.* Program Participants 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.
- M. *Guests.* Program Participants are permitted to have overnight guests stay in their Premises, with the written permission of PTHD. Program Participants must provide information regarding the potential overnight guests to PTHD, who, at the discretion of PTHD, may carry out a background check to determine whether the person is suitable to be on PTHD grounds. No overnight guest may stay in a Program Participant's Premises for more than fourteen (14) days cumulatively, over the course of a calendar year.
- N. Program Participants and members of their households, guests, and persons under their control are prohibited from planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, or preparing marijuana or any other controlled substance (as that term is defined in Section 102 of the Controlled Substances Act (21 U.S.C.

§ 802)) in a PTHD Unit or on PTHD property.

SECTION XV. INSPECTIONS

- A. All Units owned, operated, and/or managed by PTHD are subject to the inspection requirements of this Section, as well as the inspection requirements of the specific program policy.
- B. Program Participants are obligated under this Policy to participate in pre-occupancy, annual, pre-move out and final move out inspections. Failure of a Program Participant to participate in the required inspections may result in termination of the Program Participant's participation in the PTHD program.
1. *Pre-Occupancy Inspections:* Prior to the move in or no later than the date of occupancy, the Program Participant and PTHD will conduct a pre-occupancy inspection to document the existing condition of the Unit. The pre-occupancy inspection will become part of the Program 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, PTHD will conduct inspections as needed, as determined at PTHD's discretion, but not less than once every three months.
 3. *Annual Inspections:* After a Tenant's first year of occupancy of a Unit, PTHD will conduct an inspection of each Unit at least once annually, and more often if deemed necessary by the PTHD Director, to ensure that such Unit is being properly used and maintained. The annual inspection also documents the condition of the Unit for the Program Participant's file, and provides PTHD with a basis for providing counseling on Unit use or routine maintenance.
 4. *Pre-Move Out Inspection:* The pre-move out inspection is scheduled at the time the Program Participant gives PTHD a thirty (30) day notice of intent to move out and terminate participation in the PTHD Program. The pre-move out inspection is

conducted to provide the Program Participant with assistance in maintenance items that are required to be repaired/replaced or cleaned prior to the Program Participant vacating the Unit. PTHD will perform an inspection of the Premises whenever it takes action to terminate a rental agreement. The Premises may be inspected prior to the Program Participant moving out.

5. *Final Move-Out Inspection:* The final move-out inspection documents the condition of the Unit at the time PTHD regains possession of the Unit. Any items needing repair or replacement beyond "normal wear and tear," or cleaning, will be documented for the PTHD file.
- D. *Decent, Safe and Sanitary Conditions:* Notwithstanding any other provision of this or any other PTHD Policy, PTHD has the right and obligation to make inspections of a Unit at any time, with prior notification to the Tenant/Program Participant, if PTHD 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 Program Participant at least 2 days prior notice of the inspection.
- E. PTHD shall have the right to enter the Unit without prior notice to Program Participant if PTHD 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 PTHD Unit to another, as described in the PTHD Methamphetamine Contamination Testing Policy. Program Participants will be required to sign a consent to have their personal belongings tested for methamphetamine under certain circumstances.

SECTION XVI. COUNSELING

- A. Each Program Participant is required to participate and cooperate fully in all official pre-occupancy counseling, as well as counseling activities during

occupancy. Failure, without good cause, to participate in the counseling program may result in termination of the program Participant's eligibility for, and participation in, the PTHD Program.

- B. *Pre-Occupancy Counseling:* The pre-occupancy counseling session takes place prior to execution of the applicable program agreement. This session informs the Applicant of the PTHD Program requirements and procedures, and provides instruction on the proper use of appliances and equipment. Specifically, the rental agreement is reviewed, and PTHD will answer any questions to ensure that the program participant understands and accepts his/her responsibilities. Pre-occupancy counseling will also be required for any Tenant transferring from one Unit to another Unit.
- C. *Counseling During Occupancy:* Counseling during occupancy includes one-on-one or group sessions on Program requirements, use, maintenance, and budget and financial counseling.
 - 1. Program counseling ensures that the Program Participants are fully aware of their responsibilities under the Program. The Program is reviewed by the Program Participant, and with a PTHD staff member available to answer any questions.
 - 2. Use and maintenance counseling, including instructions on proper use of appliances and equipment, is provided to the Program Participant upon request and/or when it becomes evident that a Program Participant is not properly using or maintaining the unit.
 - 3. Program Participants will be required to attend budget and financial counseling. Such counseling provides realistic budget and financial advice within the Program Participant's income and required expenditures.

SECTION XVII. PROGRAM VIOLATIONS

- A. Program Participants commit a 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 verification 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. 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;
 - b. Is disruptive of their neighbors' right to "quiet enjoyment" of their units (PTHD will maintain a record of all complaints);
 - c. Is activity that threatens the health and safety of, or right to peaceful enjoyment by, other residents or employees of PTHD (PTHD will maintain a record of all complaints);
 - d. Is activity that threatens the health and safety of, or right to peaceful enjoyment by, persons residing in the immediate vicinity of the Premises;
 - e. Is Gang-Related Activity (as such activity is defined in this Policy and/or as it may

hereafter be defined in the Puyallup Tribal Code);

- f. Involves driving under the influence of intoxicants, provided that the household will not be evicted if the member provides documentation within ten (10) business days of PTHD 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 or more convictions within the past three years for driving under the influence of intoxicants, the family will be evicted unless that member is removed from the household.
 - g. A household that is evicted pursuant to this section will be evaluated and, if appropriate, placed on the list for the PTHD Transitional Housing Program, once this Program is developed, adopted, and implemented. Provided that such family must meet the requirements established in the PTHD Transitional Housing Program Policy, and subject to the availability of such housing.
- 8. Failing to make payments required under the applicable program agreement and Policy.
 - 9. Failing to abide by the terms and conditions of any applicable program agreement or any applicable PTHD policy.
 - 10. Failing to abide by all applicable legal requirements for possession of any firearms, and failing to register any firearms present in the Premises with PTHD.
 - 11. Knowingly allowing a registered sex offender into their Premises no matter what the duration of time such person is on the Premises.
 - 12. Using a PTHD Unit for a purpose prohibited by Section XIV of this Policy.
 - 13. Violating other PTHD Policies, including but not limited to the PTHD Drug and Alcohol Policies.

- B. Program Participants commit a Fraudulent Crime 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 PTHD program providing rental assistance may not be renting from an Immediate Family Member of any person residing in the Participant's household. The phrase "Immediate Family Member" is to have the definition used in Puyallup Tribal law and policy.

SECTION XVIII. OPPORTUNITY FOR CORRECTIVE ACTION

- A. Program Violations and Fraudulent Crime Violations are grounds for termination and eviction of the Program Participant. However, at PTHD's sole discretion, if the circumstances warrant, PTHD may provide Program Participant an opportunity to take corrective action consistent with this Section.
- B. When the PTHD becomes aware of a violation(s) and determines that it is appropriate to provide Program Participant an opportunity to take corrective action, PTHD shall notify the Program Participant of the violation in writing.
- C. If possible, PTHD will work with the Program Participant to develop a work plan to correct the violations. The PTHD will also provide counseling as appropriate and provide an opportunity for an informal hearing on the

matter as appropriate.

- D. If corrections are not possible or if the circumstances do not warrant permitting Program Participant opportunity to correct, the PTHD may proceed directly to termination of the Program Participant's participation in the PTHD program, as provided in this Policy, the applicable program agreement and policy, and the Puyallup Tribal Housing Code, Subchapters 6 and 7.

SECTION XIX. 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 or Homebuyer agreements (Mutual Help, HOPA). The purpose of this section is to inform Program Participants of the PTHD guidelines for the collection of rent, Homebuyer, and other payments. The objective of these procedures is to collect the amounts owed to the PTHD, and to ensure the continuation of adequate housing services while providing for the safety and well-being of residents.
- B. Utilities. Tenants are required to maintain and ensure the continued provision of utilities to their Premises, including water, electric, garbage pickup, and wastewater sewage. Failure to do so will be considered a program violation and may result in termination and eviction.
- C. Due Date:
 - 1. Rent and Homebuyer payments are due on or before the first day of each month.
 - 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 Program Participant is invoiced for such charges.
 - 3. A late fee will be charged if any balance remains on the Program Participant's account according to the following:
 - a. Tenants: after the 10th day of the month, for rent, utility fees, and/or maintenance fees.

- b. Homebuyers: after the 10th day of the month, for Homebuyer payment, utility fees, and/or maintenance fees.
- c. Work Order Fees: Tenants and Homebuyers must make full payment on any work order no later than 30 days after receipt of the work order from PTHD.
- d. Failure to make payment by the 30th day after rent or Homebuyer payments, utility fees, work order fees, and/or maintenance fees are due will be grounds for termination and eviction (or a Declaration of Forfeiture for HOPA agreements).

D. Where and How to Make Payments

- 1. Rent, Homebuyer, and other payments and fees due to PTHD may be made at: PTHD administrative offices located at 2806 E. Portland Avenue, Suite 200, Tacoma, WA 98404; placed in a drop box located at PTHD; or, sent by mail to the address provided above. Cash should not be placed in drop box or sent by mail. ***(Note: the PTHD is not responsible for cash payment placed in drop box or sent in by postal service.)***
- 2. Payments may be made by cash, money orders or personal checks.
- 3. Program Participants shall be strongly encouraged to participate in employer payroll deduction programs, so that rent and Homebuyer payments are automatically paid each month.
- 4. The amount of monthly rent, Homebuyer payments and late fees are defined in the applicable rental agreement and/or Homebuyer agreement.
- 5. Where a Program Participant (whether a Tenant or Homebuyer) takes possession and occupancy of a Unit after the first day of the month, that Program Participant shall make a pro-rated rent or Homebuyer Payment (whichever is appropriate) to PTHD, 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 PTHD Program Participant presents credible evidence clearly demonstrating an inability beyond his or her control to make full payment, the PTHD, in its sole discretion, may accept partial payment. Program Participants are responsible for notifying PTHD 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 PTHD to make partial payments. Late fees will be applied to any remaining balance due after the due date.

F. Late Payment Fees.

1. Program Participants are expected to pay monthly rent or Homebuyer payments by the first of every month.

2. Program Participants are expected to pay fees for utilities, and fees from work orders and/or maintenance, within thirty (30) days of the date the Program Participant is invoiced for such charges.

3. PTHD will assess a late fee on any resident who makes only a partial payment, or who fails to make any payment by the date due.

a. **Tenants.** A **ten (10) day** grace period is given to Tenants. If full payment of monthly rent, utility fees, work order fees, and/or maintenance fees is not made within ten (10) days of when it is due, PTHD will assess a late payment fee of \$50.00. The late payment fee will be due immediately.

b. **Homebuyers.** A **five (5) day** grace period is given to Homebuyers. If full payment of Homebuyer payments, utility fees, work order fees, and/or maintenance fees is not made by the 10th of the month, PTHD will assess a late payment fee of \$50.00. The late payment fee will be due immediately.

4. If payment is not made within ten (10) days of the

due date, the late payment fee will be due immediately.

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

G. Checks with Insufficient Funds (NSF Checks)

1. Presenting PTHD 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 PTHD incurs administrative costs in processing NSF checks, the Program Participant will be charged an administrative fee in the amount of \$50 each time PTHD has to process an NSF check.
2. Any Program Participant who presents PTHD with two 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 it will not be considered payment.

H. Allocation of Payments

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

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

I. Timetable for Notice of Payment Delinquency

1. Keeping track of payments is the responsibility of each Program Participant. 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 or Homebuyer agreement. The notices to be sent out pursuant to this section are a courtesy by PTHD, to inform the Program Participant that he

or she is delinquent on a payment due. A failure by PTHD to send such a notice will not remove the delinquency or abate the late charge.

2. Notice of Payment Delinquency:

a. PTHD will send a Notice of Payment Delinquency by regular mail if:

i. 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

ii. For Homebuyers: after the 10th day of the month, Homebuyer does not make full payment for Homebuyer payment, utility fees, work order fees, and/or maintenance fees.

b. This notice will contain the following:

i. The date of the notice.

ii. The date the rent, Homebuyer payment, or other charges or fees were due.

iii. The total amount owed, including the late payment fee.

J. Notice of Termination, Notice to Comply or Quit, or Notice of Intent to Forfeit.

1. If rents or Homebuyer payments are not paid by the 30th day of each month, the PTHD shall send a Notice of Termination/Notice to Comply Or Quit (for Tenants and for MHOA Homebuyers) or a Notice of Intent to Forfeit (for HOPA Homebuyers).

2. Per Puyallup Tribal Code 6.01.610(f), each "Notice to Terminate/Notice to Comply or Quit" (for Tenants and MHOA Homebuyers) or "Notice of Intent to Forfeit" (for HOPA Homebuyers) shall contain substantially the following language:

PTHD hereby gives you notice that you are to comply with the [Rental Agreement /MHOA/HOPA] entered into

on [Date], or quit possession or occupancy of the dwelling Unit now occupied by you at [here insert the address or other reasonable description of the location of the dwelling unit], on or before the [here insert the date - minimum of 7 days for renters, and 30 days for Homebuyers] for failure to comply with the requirement of making your monthly payment.

3. **Additionally**, the Notice should contain language informing the Tenant or Homebuyer of the following:

If you wish to respond to this decision you may respond to PTHD in writing or in person within ten (10) days of receipt of this notice at the PTHD offices, 2806 E. Portland Avenue, Suite 200, Tacoma, Washington, 98404. In such response, you may be accompanied by a person of your choice, including a representative of the Tribal government. PTHD will advise the Tribal government of this termination.

You have the opportunity, prior to any hearing or trial, to examine any relevant documents, records, or regulations directly related to the eviction or termination. Please contact [insert name] at the PTHD to make arrangements to examine these items if you desire to do so.

You have the right to the grievance process set out in the PTHD Grievance Procedure Policy. This grievance process is your opportunity to tell your side of the story. You may present any witnesses or other evidence. If you do not request or participate in a grievance hearing, or if the Board of Commissioners rules against you, PTHD will have the right to file an action in Tribal Court to have you forcibly evicted. The review by the Tribal Court generally does not involve a new hearing with witnesses and evidence, but is be limited to reviewing the steps PTHD has taken to ensure that you were given due process, that PTHD followed all regulatory processes, and that PTHD had sufficient grounds in the record before it to terminate your agreement.

4. **Additionally**, the Notice should contain the

following information:

- a. The date of the notice.
 - b. The date the rent or Homebuyer payment and other charges were due.
 - c. Statement of how much is owed the PTHD.
5. Service of Notice. Per Puyallup Tribal Code § 6.01.620, the Notice must be served on the Tenant or Homebuyer 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 when it is:
 - i. Personally delivered to a Tenant or Homebuyer, with a copy delivered by certified mail, or
 - ii. Personally delivered to an adult living in the Premises, with a copy delivered by certified mail, or
 - iii. Personally delivered to an adult agent or employee of the Tenant or Homebuyer, with a copy delivered by certified mail.
 - c. If the notice cannot be given by means of personal delivery, or Tenant or Homebuyer cannot be found, the notice may be delivered by means of:
 - i. Certified mail, return receipt requested, at the last known address of the landlord or Tenant/Homebuyer, or
 - ii. Securely taping a copy of the notice to the main entry door of the Premises in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the Premises, including a tribal office, public store, or other commonly

frequented place and by sending a copy first class mail, postage prepaid, addressed to the Tenant or Homebuyer at the Premises.

- d. Proof of service shall be accomplished either by affidavit or other manner recognized by law.

Note: Additional Requirements Specific to Particular Agreements. Each of the PTHD program agreements (Rental Agreement, MHOA, and HOPA) may have specific requirements as to how the Notice should be served, and additional language required to be set out in such Notice. PTHD staff will review the specific applicable program agreement, and will follow the additional requirements set out therein.

Note: HOPA Agreement Additional Notice. The HOPA agreement sets out an additional notification step known as a "Declaration of Forfeiture" that must be followed before an eviction action can be filed in Tribal Court. For HOPA Program Participants, PTHD staff will follow the steps required under Section 31 of the HOPA agreement, in addition to any steps set out in this Policy.

- K. **Payback Agreements.** If the Tenant or Homebuyer does not come into compliance or vacate the Unit, but does express an interest in working out a payback agreement, PTHD may enter into such an 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 12 months in duration, provided that PTHD, in its sole discretion, may extend this period under certain circumstances where PTHD determines it would place an undue hardship on the Tenant or Homebuyer to have to repay arrears in full within 12 months.
2. A Payback Agreement must require the Tenant or Homebuyer to repay one-third (1/3) of the arrears immediately, provided that PTHD, in its sole discretion, may modify this requirement if PTHD

determines it would place an undue hardship on the Tenant or Homebuyer to comply.

3. The combination of payments required by the Payback Agreement with the monthly rental or Homebuyer agreement payments may exceed 30% of the Tenant's or Homebuyer's income.
 4. If a Tenant or Homebuyer misses a payment under the Payback Agreement, he or she will be required to enter into a payee program (either through the Tribe or another payee entity).
 5. If Tenant or Homebuyer, after missing a payment, does not enter a payee program, or fails to make any payment after doing so, the entire amount of arrears will become immediately due and payable, and PTHD will move forward with filing a court action for eviction.
 6. A Payback Agreement does not rescind the termination process, but places it in suspension. The Payback Agreement must contain express acknowledgements by the Tenant or Homebuyer that he or she is in default, that he or she was properly served with all required notices, that his or her rental agreement or Homebuyer agreement was terminated according to PTHD procedures, that PTHD has grounds to terminate and evict, that if the Tenant or Homebuyer violates the agreement PTHD may immediately file an eviction action, and that the Payback Agreement may be used as evidence in such court action.
- L. Court Action. If the Tenant or Homebuyer does not come into compliance or voluntarily vacate the Unit at the end of the time period set out in the Notice to Terminate/Notice to Comply or Quit or the Notice of Intent to Forfeit and Declaration of Forfeiture, PTHD shall file a complaint in Tribal Court seeking eviction of the Tenant or Homebuyer, in compliance with the Puyallup Tribal Code, §§ 6.01.700 -775.
1. After the filing of the complaint and related documents, and service of the summons and complaint on the Homebuyer or Tenant, PTHD may discuss settlement options with the Homebuyer or Tenant.

PTHD will inform the court that a settlement has been reached if agreement has been made to resolve the outstanding amount. The PTHD 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 defendants breach the agreement, the case shall be automatically reopened and heard in court for an immediate eviction.

2. PTHD reserves the right to seek resolution of the case and settlement prior to the court hearing and final ruling.
 3. If PTHD succeeds in the court action, PTHD will seek an order requiring the Homebuyer or Tenant to pay PTHD's court costs and attorney fees.
- M. Incentive for Compliance. PTHD will provide the following incentive for compliance with the timely payment requirements of this Policy and of the applicable program agreement. For each calendar year, beginning on January 1, if a Tenant or Homebuyer makes his or her required monthly payment on or before the first of each month from January through November, the monthly payment requirement for that Tenant or Homebuyer for the month of December of that calendar year shall be reduced by 50%.

SECTION XX. GROUND'S FOR TERMINATION AND EVICTION

- A. PTHD may terminate the participation of a Program Participant in any PTHD program and evict Program Participant from the Unit they occupy for any "Program Violation" or "Fraudulent Crime Violation" as defined in this Policy or in the applicable program policy.
- B. Criminal Activity, Disturbance of Peaceful Enjoyment, Threats to Health and Safety. PTHD shall terminate and evict Program Participant if Program Participant, any member of Program Participant's household, and any guests or other persons under Program Participant's control engage in any of the following activities:
 1. Violence or any criminal activity, including Drug-

Related Criminal Activity, whether on or off the Premises. The term "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));

2. Activity that threatens the health and safety of, or right to peaceful enjoyment by, other residents or employees of PTHD;
3. Activity that threatens the health and safety of, or right to peaceful enjoyment by, persons residing in the immediate vicinity of the Premises; or
4. Gang-Related Activity (as such activity is defined in the Puyallup Tribal Code and/or by PTHD regulations or policies).

For termination and eviction for violation of this subsection, it shall not be necessary that Program Participant (or any of the other covered persons) to have been criminally convicted of the activity. PTHD may terminate and evict if a preponderance of the evidence demonstrates that a violation of this Section has occurred.

- C. PTHD shall terminate and evict if Program Participant fails to properly maintain the Unit after being notified and provided an opportunity to resolve the violation.
- D. PTHD may terminate and evict if Program Participant fails to make timely payments of amounts due to PTHD under the applicable program policy and agreement, as described in Section XIX, above.
 1. PTHD may, at its discretion and based on the circumstances presented, defer or waive enforcement of this requirement where the Program 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 Program Participant enters into

an agreement with PTHD – to be developed at the discretion of the Director – to address the missed or late payments.

2. 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.
 3. Submission of a request and consideration of the request by PTHD shall not constitute a waiver of any applicable requirements or timelines.
 4. 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 Advisory Committee.
- E. PTHD shall terminate and evict if Program Participant, any members of Tenant's household, any of Program Participant's guests, and any other persons under Program Participant's control fail to comply with the provisions of the PTHD Resident Alcohol and Drug Policies.
- F. PTHD shall terminate and evict if Program Participant commits any serious or repeated violation of the applicable program agreement, this Policy, or any other applicable PTHD policies, Puyallup Tribal law or regulations.
- G. PTHD will carry out such termination and eviction consistent with the provisions of the applicable program agreement and policies, and the applicable provisions of the Puyallup Tribal Code.

SECTION XXI. NOTICE OF VACANCY; ABANDONMENT OF UNIT

- A. The Program Participant is responsible to provide the PTHD with a thirty (30) day written notice of his or her intent to terminate their participation in a PTHD program.

- B. Upon receipt of the Notice, the PTHD will schedule a pre move-out inspection, which will allow the Program Participant to provide needed repairs or replacements, if any, prior to vacating the Unit.
- C. If a Program Participant vacates the Unit without notice, the PTHD shall take the following actions:
 - 1. Where the Program Participant has vacated the Unit without notice to PTHD, and does not intend to return, as evidenced by the removal by the Program 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 or more months, or shorter periods provided in this Code;
 - b. Terminated water or electrical utility, service for more than one month;
 - c. An express statement by the Program Participant that he/she does not intend to occupy the Premises after a specified date;
 - d. Incarceration of Program Participant for a period of more than one month, if there are no other members of Program Participant's household and if Program 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 Program Participant, including but not limited to water-, fire-, or weather-related damage.
 - 2. PTHD shall send notice to the Program Participant at his/her last known address by certified mail, return receipt requested, stating that:

- a. PTHD has reason to believe that the occupant has abandoned the dwelling unit,
 - b. PTHD intends to reenter and take possession of the dwelling Unit unless the occupant contacts PTHD within ten (10) days of receipt of the notice,
 - c. If the Program Participant does not contact PTHD, that PTHD intends to remove any possessions and personal effects remaining in the Premises and to rent the Premises, and
 - d. If the Program Participant does not reclaim such possessions and personal effects within sixty (60) days after the notice, they will be disposed of in accordance with § 6.01.765 of the Puyallup Tribal Housing Code. The notice shall be in clear and simple language and shall include a telephone number and a mailing address at which PTHD can be contacted.
3. If the notice described in subsection C.2 above is returned as undeliverable, or if the Program Participant fails to contact PTHD within ten (10) days of the receipt of said notice, PTHD 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, PTHD staff may enter the Premises immediately if there is an emergency situation in which the PTHD 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 Subchapters 6 and 7 of the Puyallup Tribal Housing 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 that is of cultural, religious, or ceremonial significance, PTHD 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 Program Participant will be responsible for all costs. A copy of the charges will be forwarded to the last known address of the Program Participant.
- E. If adequate payment arrangements are not made by the Program participant, the PTHD shall bypass any forbearance procedures and file a claim in the Puyallup Court against the Program Participant for arrears and/or damages.

SECTION XXII. LEAVING WITH A DELIQUENCY

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

SECTION XXIII. MISCELLEANOUS

- A. The PTHD 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 PTHD.

- B. In the event a Unit owned, managed, or operated by PTHD is damaged or destroyed by fire or other casualty:
 - 1. The PTHD 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 PTHD determines that the Unit should not be repaired or rebuilt, the PTHD shall assist the resident Program Participant as follows:
 - a. Place the Program Participant in another available Unit without terminating the applicable program agreement;
 - b. Offer the resident Program Participant a rental assistance certificate; or
 - c. Place the resident Program Participant at the head of the waiting list with highest possible number of points for preference category "A".
- C. If the final determination is that the Unit should be repaired or rebuilt, Program Participant will be required to vacate the Unit. PTHD will endeavor to provide alternate housing to Program 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 PTHD will use its best efforts to assist in relocating the Program 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 PTHD policies that are relevant to Program Participants, including but not limited to the Drug and Alcohol Policy, the Pet Policy, Methamphetamine Contamination Testing Policy and the Maintenance, Maintenance Charges and Housing Standard Policy. There are also PTHD policies specific

to certain PTHD programs, such as the Low Rent Policy. All other PTHD policies are hereby incorporated by reference into this Policy, and Program Participants are required to become familiar, and comply with, the obligations set out in those policies.