



# Chehalis Tribal HOUSING AUTHORITY

## RESOLUTION: 2024-7-1

### Of the Chehalis Tribal Housing Authority

### To Approve and Adopt Revisions to the Admissions and Occupancy Policy

**WHEREAS**, the Chehalis Tribal Housing Authority (CTHA) is duly chartered per Tribal Ordinance Number One of the Confederated Tribes of the Chehalis Indian Reservation (“Tribe”) as approved by the voting members of the Tribe; and,

**WHEREAS**, the purposes for which the CTHA was established include: (1) remedying unsafe and unsanitary housing conditions that are injurious to the public health, safety, and morals; (2) alleviating the acute shortage of decent, safe, and sanitary dwellings for persons of low income; and (3) providing employment opportunities through the construction, reconstruction, improvement, extension, alteration, or repair and operation of low income dwellings; and,

**WHEREAS**, the Board of Commissioners (“Board”) of the CTHA, pursuant to Article V, section 3(r) of said Tribal Ordinance Number One, has been granted authority to take such actions as are commonly engaged in by public bodies of this character as the Board may deem necessary and desirable to effectuate the purposes of CTHA; and,

**WHEREAS**, under the has the discretion to utilize any one of three separate definitions for calculating income, including more than one definition, for programs funded by the Indian Housing Block Grant (IHBG) appropriations pursuant to the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASD); and

**WHEREAS**, the Board has determined that for purposes of determining program eligibility, CTHA shall use whichever definition of income is most advantageous to the applicant or participant; and

**WHEREAS**, the Board has determined that it is in the best interest of the Tribe that Chehalis Tribal General Welfare Exclusion (GWE) payments to CTHA program participants shall be calculated as income for purposes of determining the program participants’ maximum rent and therefore utilized to pay for housing as the Tribe has intended, and language addressing this use of GWE payments as income has been incorporated into the Rental Admissions and Occupancy Policy (“A&O Policy”) attached as Exhibit A hereto; and,

**WHEREAS**, the CTHA management, in coordination with CTHA legal counsel, has therefore revised the attached A&O Policy to read as follows:

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For purposes of determining a family's income for monthly rent payments, the Annual Income of the household will be calculated as follows:

- a. CTHA shall use the adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes, using the method that is most beneficial to the Program Participant, *except that the IRS method shall not be used where the Program Participant or any member of the household receives General Welfare Exclusion (GWE) payments from the Chehalis Tribe or another tribe that are intended for the purpose (in whole or in part) of housing, so as to ensure that GWE payments are calculated as income for purposes of determining the maximum rent and therefore utilized to pay for housing as intended.*
- b. If the Program Participant or any member of the household receives General Welfare Exclusion (GWE) payments from the Chehalis Tribe or another tribe that are intended for the purpose (in whole or in part) of housing, CTHA shall use the Department of Housing and Urban Development's definition of annual income used for HUD's Section 8 programs in 24 CFR part 5, subpart F, as amended (except when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of Net Family assets). *The entire amount of the Program Participant's GWE as well as all other sources of income recognized under the Section 8 procedures will be counted toward the Program Participant's annual income for the purposes of determining the Program Participant's maximum rent[;]*

and,

**WHEREAS**, the CTHA management, in coordination with CTHA legal counsel, has reviewed and revised the attached A&O Policy (Exhibit A hereto), and has determined that revising the A&O Policy is necessary for the effective and efficient operation and management of CTHA rental programs, and that said A&O Policy should replace and supersede any other policies addressing this same subject matter; and,

**WHEREAS**, the Board has reviewed the A&O Policy, including the language addressing the use of GWE payments as income as incorporated in the A&O Policy, and has determined that adopting the A&O Policy is in the best interest of the CTHA; and,

**NOW, THEREFORE, BE IT RESOLVED**, that CTHA Board hereby approves and adopts the Rental Admissions and Occupancy Policy, as attached as Exhibit A to this Resolution, including the language addressing the use of GWE payments as income as incorporated in the Rental Admissions and Occupancy Policy; and,

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the Rental Admissions and Occupancy Policy, attached as Exhibit A to this Resolution, shall supersede and replace any other policies addressing this same subject matter, and that this Resolution shall supersede and replace any prior resolutions addressing this same subject matter; and,

**BE IT FINALLY RESOLVED**, that the Board of Commissioners of the Chehalis Tribal Housing Authority has hereby authorized and directed Chehalis Tribal Housing Authority Executive Director to take any and all steps necessary to implement the revised Rental Admissions and Occupancy Policy.

**CERTIFICATION**

I, Sheilah Bray, Secretary, certify the above resolution was adopted at a regular scheduled meeting of the Chehalis Tribal Housing Authority held on the 19<sup>th</sup> day of July, 2024, at which time a quorum was present, and was passed by a vote of: 3 FOR, 0 AGAINST, and 0 ABSTAINED.

Sheilah Bray  
Secretary

P. C. Y. K. T.  
Chair





# Chehalis Tribal HOUSING AUTHORITY

## RENTAL ADMISSIONS AND OCCUPANCY POLICY AND PROCEDURES

These policies and procedures were adopted by the Board of Commissioners  
by Resolution #2024-7-1 on July 18<sup>th</sup>, 2024

Reviewed on: \_\_\_\_/\_\_\_\_/\_\_\_\_



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## **I. PURPOSE**

- A. This Policy is to set forth the approach for determining eligibility and admission to housing owned and operated by the Chehalis Tribal Housing Authority (CTHA) and selection for other CTHA programs.
- B. The CTHA was established for the following purposes:
  - a. Remedying unsafe and unsanitary housing conditions on the Reservation that are injurious to the public health, safety, and morals.
  - b. Alleviating the acute shortage of decent, safe, and sanitary dwellings for families of low income.
  - c. Managing and maintaining residential properties that are owned by the Confederated Tribes of the Chehalis Reservation ("Tribes") and/or the CTHA for the purpose of providing housing to Tribal members and Indians living in the Tribes through rentals, lease-to-purchase agreements, or homeownership or homebuyer agreements.
  - d. Providing employment opportunities on the Reservation through the construction, reconstruction, improvement, extension, alteration, or repair and operation of low rent.
- C. The Policy is intended to apply in all cases. However, where warranted in rare and unique circumstances a special Waiver of a particular requirement can be considered and approved by the CTHA Board. Such a Waiver may be made only if (1) Board Members with personal direct or indirect interests abstain from and are not present for both the Board's deliberations and decision, (2) full and complete public disclosure of a Waiver request occurs before, during, and after a vote, (3) a two-thirds (2/3) favorable vote of all Board Members appointed is obtained, and (4) the waived Policy requirement is not required by federal or tribal law.

## **II. DEFINITIONS**

- 1. **Annual Income**— means the Annual Income of the household for purposes of determining eligibility, calculated as follows: (1) the Department of Housing and Urban Development's definition of annual income used for HUD's Section 8 programs in 24 CFR part 5, subpart F, as amended (except when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of Net Family assets); (2) annual income as reported under the Census long-form for the most recent available decennial Census; or (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, ***whichever definition is most advantageous to the applicant or participant.***
  - a. If CTHA uses the definition of annual income used for HUD's Section 8 programs, CTHA will follow the procedures laid out in CTHA's Section 8

Income Calculations Procedures and those procedure shall be updated as necessary to be consistent with regulations at 24 CFR part 5, subpart F, as amended. CTHA will also review, and to the extent consistent with the regulations, utilize HUD guidance in calculating annual income based on the definition of annual income for HUD's Section 8 programs.

2. Admission—means admission to occupy housing units owned or managed by the CTHA.
3. Applicant Family—means an individual or family applying to the CTHA for participation in one of CTHA's housing programs.
4. Elderly Families and Near-Elderly Families—means a family whose head (or his or her spouse), or whose sole member, is an elderly person or a near-elderly person, respectively. Such terms include two or more elderly or a near-elderly persons living together, and one or more such persons living with one or more persons determined under the Chehalis Indian Housing Plan to be essential to their care or well-being.
5. Elderly Person—means a person who is at least 62 years of age.
6. Eligibility—means being eligible for any program operated by the CTHA. It means only that an applicant has an opportunity to be awarded a unit and/or participate in a program, not that a unit will actually be awarded or that program participation will occur.
7. Grievance—means a grievance against a decision of the CTHA. *See* the CTHA's Grievance Policy for when and how such grievances are considered.
8. Homeless Family—means a family who is without safe, sanitary, and affordable housing even though it may have temporary shelter provided by the community, or a family who is homeless as determined by the CTHA.
9. HUD—means United States Department of Housing and Urban Development.
10. Indian Area—means the area within which an Indian tribe or a tribally designated housing entity, as authorized by one or more Indian tribes to provide assistance under NAHASDA for affordable housing.
11. Indian—means any person who is a member of an Indian Tribe.
12. Indian Family—means 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. Provided, however, if the only member of the household who is Indian is a minor child (or children), to be considered an "Indian family" one of the following conditions must be met:
  - a. the child(ren) are the biological child(ren) of at least one of the heads of household;
  - b. the child(ren) are the legally adopted child(ren) of at least one of the heads of household;
  - c. 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
  - d. 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.
13. Indian Tribe—means a tribe that is a federally recognized tribe or a state recognized tribe.
  - a. The term "federally recognized tribe" means any Indian tribe, band, nation, or other organized group or community of Indians that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians pursuant to the Indian Self-Determination and Education Assistance Act of 1975.



- b. The term “state recognized tribe” means any tribe, band, nation, pueblo, village, or community—
  - c. that has been recognized as an Indian tribe by any state; and
  - d. for which an Indian Housing Authority had, before October 26, 1996, entered into a contract with the Secretary pursuant to the U.S. Housing Act of 1937 for housing for Indian families and had received funding pursuant to such contract within the five-year period ending on October 26, 1996.
- 14. Low-Income Family—means a family whose income does not exceed 80 percent of the median income for the area, as determined by the Secretary of Housing and Urban Development with adjustments for smaller and larger families.
- 15. Median Income—means with respect to an area that is an Indian area, the greater of—
  - a. the median income for the Indian area, which the Secretary of HUD shall determine; or
  - b. the median income for the United States.
- 16. CTHA—the Chehalis Tribal Housing Authority.
- 17. Mutual Help and Occupancy Agreement—means a lease with an option to purchase established through the Mutual Help Program.
- 18. NAHASDA—means the Native American Housing Assistance and Self-Determination Act of 1996, codified at 25 U.S.C. §§ 4101 et seq.
- 19. Near-Elderly Persons—means a person who is at least 55 years of age and less than 62 years of age.
- 20. Operated—means owned or managed.
- 21. Program Participant—means the individual or family who is a homebuyer owner, tenant, borrower, or other person who participates in a CTHA program.
- 22. Person with Disabilities—means a person who meets the criteria set out in 24 CFR 8.3 for the term “individual with handicaps.”
- 23. Qualified Person with Disabilities—means a person who meets the criteria set out in 24 CFR 8.3 for the term “qualified individual with handicaps.”
- 24. Program Management—means the management and supervision of a particular program including such items as staffing, counseling, collection, inspections, property management, and general implementation of the program.
- 25. Rent—means an amount of monies to be paid to the CTHA on a monthly or other periodic basis by the Program Participant, for residing in a rental unit owned and operated by CTHA.
- 26. Tenant—means the individual or family participating in the Low Rent Program.
- 27. Tribe—means the Confederated Tribes of the Chehalis Reservation.
- 28. Tribal Member—means a member of the Tribe.
  - A. CTHA’S REQUIREMENTS Applications
    - 1. Publicity of Current CTHA Programs—All current programs of the CTHA shall be publicized by posting of announcements at the CTHA office.
  - B. Contents of Application:
    - 1. The Applicant must submit his or her application in writing to the CTHA, on a form provided by CTHA, at the CTHA office. The purpose of the application process is to gather the information necessary to allow a full assessment of the Applicant Family’s eligibility, consistent with Federal and CTHA requirements that apply at the time of submission. The Applicant is required to provide at

least the following information:

- a. Date of the Application;
- b. Program(s) in which the Applicant Family wishes to participate;
- c. Applicant Family's annual income;
- d. Tribal affiliation, if any;
- e. The names and ages for all family members living in the Applicant Family's household;
- f. Social Security Numbers for each Applicant Family member;
- g. Documentation of preference eligibility, if any;
- h. Verification of U.S. citizenship or eligible immigration status (the CTHA cannot provide services to non-eligible non-citizens with federal funds);
- i. Credit, use, and maintenance history;
- j. Current contact information for any prior or current landlords or lenders;
- k. Valid Washington State driver's license or other valid Washington State identification, or a valid driver's license or other valid identification from the United States, another state or an Indian tribe;
- l. If an applicant is claiming that his or her spouse is not a member of the household, acceptable documentation demonstrating divorce or legal separation;
- m. If any member of the Applicant Family's household has a disability for which they wish to request an accommodation for, the Applicant Family should list the disability and provide supporting documentation to demonstrate the presence of the disability and the accommodations needed (if any); and
- n. Such additional information as CTHA may, at its sole discretion, deem necessary.
- o. Each Applicant Family is required to provide all information requested on the application and to sign all necessary forms, documents, and certifications. Information that verifies all information that 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 such verifying information may be grounds for a determination that the Applicant Family is ineligible. The Applicant Family is responsible for contacting the CTHA and making any corrections or updating the application if any of the information contained in the application changes.
- p. The Applicant Family must certify that all information contained in the application is true and accurate. All information provided and/or any statements made by the Applicant Family are subject to verification. Intentionally providing false or misleading information is grounds for automatically denying eligibility for all CTHA programs, and grounds for termination from any program the Applicant Family has been admitted to.
- q. CTHA will reject and return any incomplete application.

C. Verification and Documentation of Data— All statements made in the application that may affect the determination of eligibility or level of payments are subject to

verification by the CTHA. The CTHA shall assure accurate determinations of eligibility and payments while at the same time respecting the privacy of applicants. The following three (3) types of verification will occur as determined necessary by CTHA:

- b. Declaration by the Family: This is the appropriate means for dealing with those statements regarding age, family composition, etc., are often adequate for verifying income.
  - c. Documentation: Documents furnished by the family such as assistance checks, pay stubs, etc., are often adequate for verifying income.
  - d. Third Party Verification: This entails contacts with Federal (FBI, BIA, INS, FTA, etc.), State, and Local agencies, employers, credit bureaus, previous landlords and similar sources to verify the family's statements. It is often necessary to use this method when verifying earned income, assistance payments, medical expenses, and other factors that may be difficult for the family to document itself. Third party verification may be done, with approval by the applicant, by mail or phone.
- D.** Sporadic Income—In situations of temporary, non-recurring, or sporadic income, efforts will be made to obtain verification of previous year incomes from income tax statements, where applicable or other documents which may be available.
- e. If no other means of verification of income is possible, the CTHA may accept an affidavit describing sources and estimated amounts of income certified by the applicant, or in the case of a reexamination, by the Tenant. Applicants must be able to prove their ability to pay bills and upkeep of unit.
- E.** Documentation will be maintained with respect to all verifications. For declarations, the appearance of the statement on the application signed by the family is sufficient. Copies of checks, when permitted by law, or a note by the CTHA employee who reviewed the document is sufficient when documentation is furnished by the applicant family.

Third party verification may be documented by keeping the written verification or by informal notes and recording telephone contacts. In all cases, the verification must be signed by the responsible CTHA employee.

- f. There will be no application fee for any CTHA program.
- g. CTHA will seek to verify Applicant Family information as soon as practicable after submission of an application.
- h. If unfavorable information is received about the Applicant Family during the assessment, consideration shall be given to the time, nature, and extent of the Applicant Family's conduct and to factors which might indicate a reasonable probability of favorable future conduct. Staff shall notify the Applicant Family in writing of the negative items found. The Applicant Family shall be given an opportunity to respond to any negative information derived from any source.
- i. Applications shall be considered and units shall be assigned on a "first submitted - first served" basis, except as otherwise provided in this Policy.
- j. Notification to Applicant Family—
  - 1. All Applicant Families who are determined not to be eligible for a program shall be notified in writing (**Form A— Notice of Ineligibility**). The Notice of



Ineligibility shall contain a brief description of the reason(s) the Applicant Family was determined to be ineligible. A blank Ineligibility Exception Request Form (Form B) shall be attached to each Notice.

2. All Applicant Families that are initially determined to be eligible for a program shall be notified in writing. Eligibility means that an applicant has an opportunity to be awarded a unit and/or participate in a program, not that a unit will actually be awarded or that program participation will occur.
3. All notices to Applicant Families shall be mailed by United States first-class mail to last known address as reported on their application or the most recent update thereof (this applies to general delivery addresses as well).
- k. Applicant File. For each Applicant Family, CTHA shall establish a file containing all information supplied by the Applicant Family, and which must include at least the following material:
  1. Application.
  2. Verification documents including but not limited to, copies of identification, 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. All other documentation and contact information provided by the Applicant Family.
  4. Copies of staff's Notification of Eligibility or Ineligibility.
  5. All correspondence and memoranda regarding the application.
1. Criminal Records Confidentiality. Any criminal record (e.g., 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 in the custody and control of the CTHA Executive Director or his or her designee for such records;
  4. Accessed only with the written permission of the CTHA Executive Director or his or her designee and used only for the purposes allowed under this Policy;
  5. Used by CTHA only for applicant screening, lease enforcement, and eviction actions;
  6. Disclosed only to any person who has a job-related need for the information and who is an authorized officer, employee, or representative of the CTHA or the owner of housing assisted under NAHASDA; and
  7. Destroyed once the purpose for which it was requested is fully accomplished.

### **III. ELIGIBILITY**

- A. Requirements—The following eligibility requirements must be met **prior** to an Applicant Family being placed on a Waiting List for any CTHA program, and the requirements **must again be met at the time** the Applicant Family is selected from the Waiting List to participate in a particular program:
  - a. The applicant must be at least 18 years of age and qualify as an Indian family as defined by this Policy, which includes a family with or without children, a single

person, and a handicapped or disabled person, provided that a non-Indian family may be selected under certain limited circumstances subject to the requirements of this Policy and applicable federal law and regulations;

- b. The applicant must be a member of the Confederated Tribes of the Chehalis Reservation or another federally recognized Indian tribe.
  - c. Applicant must be a “low-income family,” as that term is defined in Section 4(13) of NAHASDA, which reads as follows: “The term ‘low-income family’ means a family whose income does not exceed 80 percent of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may, for purposes of this paragraph, establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the findings of the Secretary or the agency that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.” A copy of the most recent calculation is posted at the CTHA main office.
  - d. The applicant must not own a home, except for a home that has been declared as uninhabitable by the Chehalis Tribal Building Inspector.
  - e. Not have any rental or credit history that, in the determination of CTHA (at its sole discretion), would indicate that the Applicant family is unlikely to be able to meet its obligations as a program participant in an CTHA program;
  - f. Not have any members of the household who have criminal history that, in the determination of CTHA (at its sole discretion), would indicate that the Applicant Family would pose a threat to other CTHA program participants, any other neighbors, or CTHA staff; and
  - g. Demonstrate that they are willing and able to meet the obligations of participating in the program(s) applied for.
- B. Grounds for Ineligibility. An Applicant Family will be deemed ineligible if any of the following criteria are present:
- i. The Applicant Family, or any member of the household, is a current Program Participant in another homeownership or rental program with another tribe or housing authority;
  - ii. The Applicant Family is currently housed in a decent, safe, and sanitary dwelling within the service area of the Tribe with housing payments within the percentages of income applicable to tribal assisted housing programs;
  - iii. The Applicant Family includes one or more family members who have a felony conviction or drug record as otherwise determined and defined by other CTHA rules;
  - iv. Any member of the Applicant Family is in arrears to the CTHA. If they are, they must pay off that amount in full before the Applicant Family can become eligible.
  - v. The Applicant fails to disclose or pay any previous outstanding debt to the CTHA, for rent payments, maintenance or repair, painting, cleaning, or any outstanding housing debt to the Community, for a previously leased property, any utility district, or any other tribe or tribally designated housing entity.

- vi. The Applicant or any member of the Applicant Family has committed fraud in connection with any CTHA, Community, or HUD program, or has failed to disclose previously committed fraud in connection with any CTHA, Community, or HUD program.
- vii. The Applicant has provided false information on the application that the CTHA determines to be material and important.
- viii. The Applicant is not of legal age (18 years or older) or legally emancipated, or legally competent to enter into an agreement.
- ix. For homeownership programs only, the Applicant Family who cannot provide evidence to the satisfaction of the CTHA of their ability to make payments for the unit.
- x. Any Applicant Family member is currently a registered sex offender in any jurisdiction. This includes sex offenders who are minors.
- xi. Any Applicant Family member has been evicted or removed from housing for drug-related criminal activity (this would include the manufacture, sale, use, or possession of an illegal substance) within a period of ten (10) years prior to the date of the application.
- xii. Any Applicant Family member has been evicted from a CTHA unit (for reasons other than criminal activity) within a period of five (5) years prior to the date of the application.
- xiii. Any Applicant that previously leased from the CTHA or Tribal Housing that had excess damages, as determined by CTHA to be any dollar amount over \$1,000.00 in repair charges, excluding cleaning and painting, will be ineligible for CTHA housing programs for a period of not less than five (5) years after all activity has been charged to the account.
- xiv. CTHA may reduce this five (5) year ineligibility period, at its sole discretion, for individual applicants who have paid their past owing balance in full and agree, prior to placement in a CTHA unit, to random monthly monitoring activities to assure the unit is being maintained.
- xv. In any event the applicant must have paid any amounts owed to CTHA, even after the five (5) year period, to be eligible for a housing unit.
- xvi. CTHA in its sole discretion shall have the right to permanently bar an applicant or extend the time period due to the nature of damages for the above actions. Applicant will be notified in writing when application is received of any issues or ineligibility.
- xvii. Notice must list reasons for this action and give the applicant an opportunity for informal hearing with the Executive Director.
- xviii. The Executive Director shall have the final determination on this issue.
- xix. Any Applicant Family member has engaged in criminal activity that is a threat to the health, safety, or right to peaceful enjoyment of other residents or property of others. See subsection V.C below. Applicant Families will have the opportunity to remove from the application a member who has engaged in criminal activity in order to determine eligibility.

C. Discretionary Denial of Selection—CTHA may, at its sole discretion, determine that an Applicant Family is ineligible for one or more of the following reasons:



- a. Refusing or failing to complete or supply required forms or other information by the deadline date.
- b. History of poor payment of rent or utilities.
- c. History of failing to care for a unit and premises in which an Applicant Family member was a lessee, homebuyer, or an adult occupant.
- d. History of not respecting the rights of other residents to the peaceful enjoyment of their housing.
- e. History of repeated (one or more) violations of lease agreements or rules of occupancy within the past five years.
- f. Applicant Families 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 CTHA Program. The CTHA Executive Director shall make this determination by considering the following:
  - a. Criminal records, including but not limited to conviction and arrest records, which 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 IV.I above), provided that 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, domestic violence, dating violence, or stalking (see Addendum 1);
  - b. Judgments against the applicant in civil cases;
  - c. Restraining and/or protective orders;
  - d. Police reports involving the applicant family;
  - e. References from previous landlords;
  - f. Any other information that may provide evidence of the detrimental habits and practices of the Applicant Family.
  - g. Criminal Background Affecting Eligibility

Criminal background checks will be done on all applicants for CTHA housing in support of TRIBAL Resolution 2000-078 “Zero Tolerance”. Background checks for tenant screening will include a criminal records background check with a criminal record search and conviction report from state, federal and/or tribal agencies. CTHA is committed to maintaining safe and secure housing for its residents and community members, and running criminal records background checks and establishing related eligibility criteria is an important tool toward that end.

1. Criteria: CTHA establishes the following criteria for determining what criminal background elements would be grounds for disqualifying an applicant for CTHA housing. The criteria are based on the severity of the offense and the time that has elapsed since the conviction. Also set out below, in subsections 7 and 8, are the factors that CTHA is to balance when considering a request to waive the criteria in a particular instance and at CTHA’s sole discretion.
2. Disqualifying Offenses—No Time Limit: Any applicant household that contains a

member who ever was convicted, was found guilty, or entered a plea of guilty or *nolo contendere* (no contest), regardless of the adjudication, for any of the following offenses at any point in time shall be deemed ineligible for CTHA housing:

- a. Sexual assault, rape, indecent exposure, lewd and lascivious behavior, or any crime involving non-consensual sexual conduct;
  - b. Felony domestic violence;
  - c. Any crimes against children including but not limited to, child abuse, sexual exploitation of children, child abduction, child neglect, contributing to the delinquency or neglect of a child, enticing a child for immoral purposes, exposing a minor to pornography or other harmful materials, incest, or any other crime involving children as victims or participants;
  - d. Kidnapping;
  - e. Murder, attempted murder, intentional homicide, or attempted intentional homicide;
  - f. Assault with a deadly weapon;
  - g. Felony stalking;
  - h. Terrorism; or
  - i. Abuse, exploitation, or neglect of a vulnerable adult (disabled or elderly).
3. Disqualifying Offenses—10 Years: Any applicant household that contains a member who ever was convicted, was found guilty, or entered a plea of guilty or *nolo contendere* (no contest), regardless of the adjudication, for any of the following offenses within the last ten (10) years shall be deemed ineligible for CTHA housing:
  - a. Any crime involving violence against persons or threat of or attempt to commit violence against a person, other than assault with a deadly weapon or felony domestic violence;
  - b. Any charge related to illegal drugs, such as (but not limited to) possession or trafficking of drugs or drug paraphernalia;
  - c. Grand theft; or
  - d. Interfering with a law enforcement officer.
4. Disqualifying Offenses—5 Years: Any applicant household that contains a member who ever was convicted, was found guilty or entered a plea of guilty or *nolo contendere* (no contest), regardless of the adjudication, for any of the following offenses within the last five (5) years shall be deemed ineligible for CTHA housing:
  - a. Misdemeanor theft
  - b. Fraud
  - c. More than one offense for driving while impaired
  - d. Any other criminal offense or misdemeanor not otherwise covered by any of the above sections or subsections
5. Required Information: The criminal background records check will involve obtaining information from all databases available to CTHA. Applicants must supply the social

security number and all identity verification information for all persons to be residing in the household.

6. Notice of Denial: If a determination is made that the Applicant does not qualify, the Applicant shall be notified in writing of the basis of denial.
7. Exception to Disqualifying Factor: Under certain limited circumstances, the Executive Director may, in his or her sole discretion, grant an exception to a disqualifying criminal background factor if the household can demonstrate to the satisfaction of the Executive Director that the member of the household with the disqualifying criminal background is sufficiently rehabilitated as to no longer pose a threat to the community (but see exceptions in following subsection 8). CTHA and applicants will follow the Waiver Request procedures provided in Section V.G below. A request for such waiver must be made in writing, and must contain supporting documentation. In assessing such a request the decision will be made by assessing the nature and severity of the offense as well as a variety of surrounding facts and circumstances including, but not limited to:
  - a. The age of the individual at the time of the offense;
  - b. The number of offenses for which the individual was convicted;
  - c. The time which has elapsed since the last offense;
  - d. Whether the circumstances arose out of an employment situation.
  - e. Completion of probation;
  - f. Completion of parole supervision;
  - g. In the case of a felony, not subject to parole supervision, if more than 10 years have elapsed after final discharge or release from any term of imprisonment without any subsequent conviction; or
  - h. In the case of a misdemeanor more than 5 years have elapsed after final discharge or release from any term of imprisonment without any subsequent conviction.
8. Factors Outweighing Disqualification: If any one of the following factors exist, it shall mitigate against granting a waiver of the disqualifying criminal activity criterion:
  - a. Lack of compliance with terms of punishment (i.e., failure to pay fines or make restitution, violation of the terms of probation or parole);
  - b. Unwillingness to undergo, or lack of cooperation in, medical or psychiatric treatment/counseling;
  - c. Falsification of an application with the CTHA; and
  - d. Failure to furnish to the CTHA with additional information or failure to appear for a conference with the CTHA in relation to the Applicant's application.
9. Executive Director's Decision is Final. The Executive Director's decision as to whether to grant a waiver of disqualifying criteria is final.
10. Inapplicable Records: The following criminal history records shall not be considered in connection with an application for CTHA housing assistance:



- a. Juvenile adjudications which have been completely resolved and carried no obligation and/or accountability into adulthood;
- b. Convictions overturned by a higher court; and
- c. Convictions that have been the subject of a pardon or expungement. Please note that under such circumstances, applicants may respond on application as if the event(s) had never occurred.
- a. Verification of Eligibility
  - a. The CTHA shall verify information provided by the Applicant Family, including income to be verified through employers or other appropriate forms of obtaining such information at the time of application for program and upon any update.
  - b. All Applicant Families shall provide a release of information form which will allow the CTHA to verify any and all information required for an Applicant Family to participate in the program. Such information to be released may include, but shall not be limited to: family income, family composition, and doctor's certificates. Failure to provide the information verification or allow the CTHA to obtain the verification, may result in the following:
    - 1. A charge of the maximum amount to be charged to a family for the purposes of establishing Payments, or
    - 2. Not allowing occupancy until such information is obtained; or
    - 3. Placing the Program Participant back on the Waiting List until the information can be obtained and another home comes available.
  - c. Failure of an Applicant Family to provide or allow the CTHA to obtain the necessary information will prevent the Applicant Family from participating in a program until such time as the necessary documentation is provided and may cause the Applicant Family to be disqualified.
  - d. The CTHA shall request information from Applicant Families regarding any felony or drug conviction and independently check the criminal records of all Applicant Family members who are applying to reside in CTHA housing prior to admission, and request updated reviews each year the Applicant Family(s) remain on Waiting List(s).
- d. Non-Low-Income Families
  - a. In cases when a CTHA program is limited to low-income families but that program permits certain exceptions to the rule, the following exception shall apply:
    - 1. The CTHA may provide housing or housing assistance to a non-low-income family if it determines that there is a need for housing for the family which cannot reasonably be met without such assistance;
    - 2. The determination described in part (a) shall be made by written resolution of the Board before the family may be determined to be eligible;
    - 3. Under certain circumstances set out in 24 CFR §1000.110(c), CTHA may provide assistance to a non-low-income family with HUD approval-in all other circumstances, CTHA is required to obtain HUD approval before providing services to a non-low-income family (unless the assistance is being provided with funds other than those appropriated under NAHASDA); and
    - 4. The amount of assistance that a non-low-income Indian family may receive will be determined as follows:
      - a. the rent or homebuyer payment to be paid cannot be less than (the Income of the non-low-income family divided by the income of the same size

family at 80 percent of median income) multiplied by (the rental or homebuyer payment of the same size family at 80 percent of median income); [As an example, assume that the median income is \$1000, and that the income of the non-low-income family is \$1000/month. The income of the same size family at 80% of median income would be \$800 (80% of \$1000). You would divide the non-low-income family's income (\$1000) by the income of the same family at 80% (\$800) which would give you 1.25. Then, you multiply that figure by 30% of the low-income family's income (\$800 x 30% = \$240), which gives you the figure of \$300. The rental payment of the non-low-income family under this scenario may not be less than \$300.]

- b. in no case shall the rent or homebuyer payment exceed the fair market rent or value of the dwelling;
- c. other assistance, including down-payment assistance cannot exceed (the income of the same size family at 80 percent of median income divided by the income of the non-low-income family) multiplied by (present value of the assistance provided to the same size family at 80 percent of the median income); [As an example, assume a down-payment assistance program that provides \$10,000 in such assistance to low-income families. Assume again that the median income is \$1000, and that the income of the non-low-income family is \$1000/month. The income of the same size family at 80% of median income would be \$800 (80% of \$1000). You would divide \$800 by \$1000, which equals 0.8. You would then multiply that figure (0.8) by the amount of assistance being provided to the low-income family (\$10,000) to give you the figure of \$8000. The down payment assistance to the non-low-income family cannot exceed \$8000.
- d. these assistance limitations do not apply to non-low-income non-Indian families obtaining housing or housing assistance pursuant to the applicable provisions of this Policy.
- e. Non-Indian Families—In cases when a CTHA program is limited to Indian families but that program permits certain exceptions to the rule, the following exception shall apply:
  - a. Consistent with the CTHA Essential Family Policy, the CTHA may provide housing or housing assistance to a non-Indian family within the reservation/Indian area if it determines that the presence of the family on the reservation/Indian area is essential to the well-being of Indian families (such as, but not limited to, health care personnel, teachers, and law enforcement personnel) and the need for housing for the family cannot reasonably be met without such assistance; or
  - b. The determination described in part (a) shall be made by written resolution of the CTHA Board before the family may be determined to be eligible; however, the determination described in part (b) shall be made based on all other normal eligibility criteria for placement in the low-income rental housing for elderly.
- f. Eligibility Waiver Process.
  - a. Under certain limited circumstances, the Executive Director may, in his or her sole discretion, provide an exception to a disqualifying eligibility criteria if the household can demonstrate to the satisfaction of the Executive Director that the household meets

one of the following exceptions:

1. The household is a Non-Low-Income Family or Non-Indian Family and meets an exception provided in Sections V.E and V.F above;
  2. The household includes a member with a disqualifying criminal background and the household meets the exception requirements provided in Sections V.C.7 and V.C.8 above.
  3. The household does not meet one of the other eligibility requirements provided in Section V of this Policy and the Executive Director, at their sole discretion, determines that other circumstances exist that support an exception.
- b. The following process applies to any exception to of an eligibility criteria:
1. **Step 1:** Applicants shall fill out and submit to CTHA an Ineligibility Exception Request Form (**Form B**) and provide documentation to verify the reason(s) for the Ineligibility Exception request.
  2. **Step 2:** CTHA will consider the Applicant's Ineligibility Exception Request Form and supporting documentation and decide whether to provide an exception to a disqualifying eligibility criteria. CTHA will not consider any Ineligibility Exception Request Form that is not supported by documentation verifying the reason(s) for the ineligibility exception request. For an Ineligibility Exception based on criminal activity, CTHA will follow the procedures provided in Sections V.C.7 and V.C.8 above.
    - a. HUD approval and CTHA Board approval is required for the provision of federally funded housing assistance to Non-Low-Income Families. *See* Sections V.E.1.c and V.F. above.
    - b. CTHA Board approval is required for the provision of federally funded housing assistance to Non-Indian Families. *See* Section V.F. above.
    - c. CTHA will determine whether to approve the Ineligibility Exception Request for CTHA federally funded housing. If CTHA approves the Request, CTHA will send the Applicant a Letter of Approval of Ineligibility Exception Request (**Form C1–Federally Funded Housing**) (*see* Section V.G.2.c below).
    - d. If CTHA makes a determination to deny the Ineligibility Exception Request for CTHA's federally funded housing, CTHA will immediately consider whether to approve the Ineligibility Exception Request for CTHA's Tribally funded housing. If CTHA approves the Request, CTHA will send the Applicant a Letter of Approval of Ineligibility Exception Request (**Form C2–Tribally Funded Housing**) (*see* Section V.G.2.c below).
    - e. If CTHA makes a determination to deny the Ineligibility Exception Request for both CTHA's Federally funded and Tribally funded housing, CTHA will send the Applicant a Letter of Denial of Ineligibility Exception Request, which will contain a brief summary of the reason(s) for the denial of Federally and Tribally funded housing. (**Form D**) (*see* Section V.G.2.c below).
  3. **Step 3:** CTHA will mail the Applicant either a (1) Letter of Approval of Ineligibility Exception Request (**Form C1–Federally Funded Housing** or **Form C2–Tribally Funded Housing**); or a (2) Letter of Denial of Ineligibility

Exception Request (**Form D**).

- a. All Letters to Applicant Families shall be mailed by United States first-class mail to the last known address of the Applicant Families as reported on their application or the most recent update thereof.
4. The Executive Director's decision as to whether to grant or deny a Ineligibility Exception Request is final.

#### **IV. SELECTION**

- g. Written Waiting List—When demand for a particular program or for units is anticipated to exceed anticipated availability, eligible Applicant Families shall be placed on a written Waiting List for that program in the order based on the date that each such family was deemed to be eligible by CTHA. When there is a vacancy for that program, an Applicant Family shall then be selected for program participation from the Waiting List, with the Applicant Family of the suitable household size (if applicable) with the earliest application being selected, subject to the preferences and point system selection set out below.
- h. Conflicts of Interest—CTHA, its employees, and its Board members are bound by and shall follow the standards and procedures for avoiding or mitigating conflicts of interests as set out in 24 CFR 1000.30-32.
- i. Preference and Point System Selection—
  1. In selecting eligible applicants to fill vacancies, the CTHA will use a point system for placement on the Waiting List. Points will be awarded to each Applicant household according to the Admissions Point System attached as Appendix B:
- b. For Applicant Families ranked according to the point system, the date of application is a secondary consideration on the approved Waiting List ranking. Consequently, households with children under the age of 18 will be ranked above families/individuals without children irrespective of the application date.
- j. Victims of Domestic Violence, Family Violence, Dating Violence, Sexual Assault, or Stalking who are in an Emergency Situation, as defined by the Domestic Violence Policy Addendum, attached as Appendix A to this Policy, will be given first, immediate priority for the next available house, over those already on the Waiting List, regardless of the points that the Victim has under the point system and no matter what length of time they have been on the Waiting List. Victims must still meet the other eligibility requirements of this Policy. To the extent any provision the Domestic Violence Policy Addendum is inconsistent with any provision of this Rental Admissions and Continued Occupancy Policy, the Domestic Violence Policy Addendum provision shall apply.
- k. Except as provided in paragraph D regarding Victims of Domestic Violence, Victims of Fire and/or Flood will be given second, immediate priority for the next available house, over those already on the Waiting List, regardless of the points that the Victim has under the Point System and no matter what length of time they have been on the Waiting List. Families have to be eligible according to the program requirements, be tribal members and a 90-day limit for those families who may be from 80–100 percent of the national median income.

1. List of Special Program Requirements (If Any)—The CTHA has made one or more Special Program Requirements for certain CTHA programs. These Special Program Requirements are identified below and are part of this Policy.
- m. Failure to Act on an Offer— If, after an applicant is notified that they have been selected for a unit, the applicant fails to contact the office within a given deadline date or refuses a unit, their name will be moved to the bottom of the Waiting List
  - 1) A notation will be made on the Waiting List of the date the applicant failed to contact or refused the unit.
  - 2) The applicant's name will remain on the regular wait list for a six (6) month period following the date they were moved before consideration for preference will be accepted.
  - 3) The applicant will be required to submit an updated application at the six (6) month period. After the six (6) month period and a determination to move the applicant from the Regular Wait List to the Preference List, as long as the criteria for preference exists.
  - 4) The applicant will be listed in order of the date they are eligible again for preference with a notation on the wait list.
  - 5) The original date of certification will remain the same.
  - 6) An applicant whose name is moved to the bottom of the regular wait list will not be allowed to voluntarily remove their name and make re-application so as to receive consideration for preference during this six (6) month period.

- I. Notice of Ineligibility— Each applicant determined to be ineligible shall be notified in writing with the reasons and of their right to an informal conference within ten (10) days with the CTHA Executive Director and the CTHA staff person determining the ineligibility. The decision of the CTHA Executive Director shall be final.

## **V. REQUIREMENTS FOR CTHA HOUSING PROGRAMS**

### **A. General Requirements for All Programs**

1. Utilities—Prior to move in, Program Participants must provide the CTHA with written proof that the utilities have been unit transferred to the Program Participant's name. It shall be the responsibility of the Program Participant to provide any and all utilities to the unit. The CTHA may establish utility allowances for its Program Participants. If any monies accrue due to the negative rents, such accrual in monies shall be that of the CTHA and not the Tenant. The CTHA may set off other funds owed to the CTHA against any utility allowance.
2. Recertification—At any time when the Program Participant's income or family

composition changes during occupancy, the Program Participant is to notify the CTHA within ten (10) days of the change so that the rents may be recalculated, if necessary. In any event all Program Participants shall recertify periodically with the CTHA when requested by CTHA. Such recertification shall include filing income adjustment statements and change in family composition.

3. Rules—The rules for occupancy shall be those required by law. The Tribal Residential Landlord Tenant Code, leases, and CTHA Rules of Occupancy may also set out rules that Program Participants must comply with.
4. Controlled Substances and Other Criminal Activity—No controlled substances (as that term is defined by federal law) or criminal activity (including drug-related criminal activity) shall be allowed in, on, or around the premises by the Program Participant, member of Program Participant's household, or any guest or other person under the control of the Program Participant. Furthermore, as long as it is prohibited by Tribal Law, no sale of alcohol shall be allowed. Violation of the requirements of this paragraph shall be grounds for termination whether or not a criminal conviction occurs.
5. Disturbances or Threats—No disturbances or threats to other CTHA program participants, other neighbors, or CTHA staff shall be allowed in, on, or around the premises by the Program Participant, member of Program Participant's household, or any guest or other person under the control of the Program Participant.
6. Move-In Inspections—Prior to occupancy, repairs and scheduled renovation work will be completed to ensure a safe and sanitary environment. The CTHA will conduct move-in inspections with the Program Participant to determine the condition of the unit. The inspection report will be signed by the Program Participant and the CTHA Inspector. The Program Participant will be given a copy of the report for his/her files. A video inspection may be conducted by the CTHA. If such inspection occurs, the video is to be kept in a safe place at the CTHA.
7. Scheduled Inspections—The scheduled inspections shall take place as follows:
8. Inspections will begin at 90 days, then 180 days after the lease signed, thereafter will be conducted annually.
9. Move-Out Inspections—The CTHA will notify the Program Participant of the date and time of the move-out inspection. The Program Participant may be present. The CTHA shall submit to the Program Participant a written statement of the costs of any and all damage or maintenance required by the Program Participant to put the home back in a satisfactory condition. Such costs may be deducted from the Program Participant's security deposit.
10. Annual Inspections—The CTHA may conduct a complete interior and exterior examination of the premises once a year. The CTHA shall notify the Program Participant to establish a date and time for such inspection. Re-inspection shall be conducted per notification from CTHA, if Annual inspection failed. If re-inspection failed, then tenant will enter into a Plan of Action to include other inspections and follow-up action as agreed upon.
11. Decent, Safe, and Sanitary Conditions—Notwithstanding any other provision of this or any other CTHA Policy, the CTHA has the right and obligation to make inspections of a unit at any time, with prior notification to the Program Participant, if the CTHA 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 giving the



Program Participant at least 48 hours prior to the time of the inspection.

12. **Emergency**— CTHA shall have the right to enter the unit without prior notice to Program Participant if the CTHA reasonably believes that an emergency exists which requires immediate entrance.

#### B. Chehalis Tribal Rental Program

1. The CTHA Rental Program involves the rental of affordable housing units to qualified program participants. The units are owned and managed by CTHA.
2. A security deposit of \$400.00 or one month's periodic rent, whichever is greater, must be paid by all tenants at the time of signing the lease agreement.
3. Security deposits shall be kept in a separate account by the CTHA. The security deposit shall not be used except in the situation where a tenant has moved out and owes the CTHA past rents or where the tenant has moved out and there is damage to the property which must be repaired or where the tenant has other outstanding charges owed by the tenant.
4. Security deposits shall be returned to the tenant where the tenant has moved out and all past rents are paid and where the tenant has moved out and the premises is left in a reasonably clean standard with no damage other than ordinary wear and tear.
5. After the tenant returns the keys to the CTHA, the CTHA shall forward to the vacating tenant a written accounting of the use of the security deposit plus a check for the unused amount.
6. Abandoned or inoperable vehicles are not permitted on CTHA property. Such will be towed away at the renter expense after a ten day notice is given.

### VI. **RENTAL AGREEMENTS**

A Rental Agreement will be entered into between the CTHA and each qualified tenant family. The agreements are to be kept current at all times in accordance with reexamination requirements found in each Rental Agreement and in this Policy.

1. Upon qualification to rent from the CTHA a responsible member or both adult members, if applicable, of each family accepted as a tenant is required to sign the Rental Agreement in duplicate prior to actual admission. The Rental Agreement shall be reviewed with the tenant by the appropriate CTHA staff to explain the terms and conditions of the Rental Agreement, and such copy kept on file in the tenant's file in the CTHA office.
2. Within seven (7) working days of tenant signing the Rental Agreement the tenant information shall be entered into the automated tenant file system.
3. In the event the signatories of the Rental Agreement cease to be members of the tenant family, the remaining adult family member shall notify the CTHA and, if possible, procure a Tenancy Release Form signed by the adult member no longer living in the unit.
4. The remaining adult member in the household shall provide a forwarding mail address of the adult that vacated the unit for notification of the date that they were removed from the household composition.
5. Cancellation or termination of Rental Agreements will be in accordance with the provisions contained in such Rental Agreements.
6. Subletting of CTHA Rental units by tenants is not allowed.
7. Successive Remaining Adult Members to Rental Agreements.
  - a. In the case all signers of the Rental Agreement no longer continue to reside in the

housing unit, any remaining adult member, eighteen years old or older, shall notify CTHA as soon as possible. If there is no original signatory of the Rental Agreement remaining in the unit, the Rental Agreement may be terminated by CTHA, and the other remaining members of the household shall be in unlawful detainer unless CTHA decides, at its sole discretion, to execute a new Rental Agreement with the remaining members of the household.

8. Caregiver Ineligibility to Assume Unit

- a. In the event the original lessee(s) vacate the unit, a caregiver that is not a family member, is not eligible for continued occupancy.
- b. A caregiver is defined as a person who resides in the home and who:
  - (i) is determined to be essential to the care and well-being of the tenant(s)
  - (ii) is not obligated for the support of the tenant(s)
  - (iii) would not be living in the unit except to provide the necessary supportive services.

9. Caregiver Ability to Assume Continued Occupancy

- a. A caregiver who is a family member may be eligible for continued occupancy, at CTHA's sole discretion, provided the following terms are met:
  - (i) The tenant has notified the CTHA of the addition of the caregiver to their household *and states the familial relationship*.
  - (ii) The caregiver maintained full-time occupancy of the unit at the time that original lessee vacated the unit.
  - (iii) The caregiver must meet all the same eligibility requirements per NAHASDA regulations and this policy for rental housing.

## **VII. REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES**

1. The CTHA's mission is to provide safe, sanitary, and affordable housing to low-income Tribal members and other American Indians. The CTHA 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.
2. There are occasions, however, where a change in a Program Participant's circumstances may render the Program Participant a person with disabilities who is unable to meet his or her requirements to remain in the unit, particularly in circumstances where the Program Participant resides in the unit by him or herself.
3. As a condition of accepting funding pursuant to NAHASDA, the CTHA is prohibited from excluding qualified persons with disabilities from participating in the CTHA's housing programs and from discriminating against qualified persons with disabilities. In this context, this prohibition means that the CTHA is required to provide qualified persons with disabilities with a "reasonable accommodation," if available, to allow them to continue to reside in their unit.
4. CTHA has adopted a Reasonable Accommodation Policy and Procedures, which shall be followed in the circumstances described in this section.

## **VIII. USE OF CTHA UNITS**

- A. Program Participants and the CTHA are jointly responsible to the Community and future

generations for ensuring that the CTHA assisted units are used properly and are well maintained, consistent with applicable program regulations.

**B. CTHA rental units are leased in accordance with the occupancy standards set forth below per number of persons per bedroom size unit:**

- |               |           |            |
|---------------|-----------|------------|
| a. 1 bedroom: | 1 minimum | 2 maximum  |
| b. 2 bedroom: | 1 minimum | 4 maximum  |
| c. 3 bedroom: | 3 minimum | 6 maximum  |
| d. 4 bedroom: | 4 minimum | 8 maximum  |
| e. 5 bedroom: | 6 minimum | 10 maximum |

These minimum and maximum limits may be waived when necessary to make temporary use of available vacant units; or to house families during cases of emergencies.

**C. When it is found that the size of the rental unit is no longer suitable for the family, i.e.; composition of family increases or decreases, the family may be directed to move to a dwelling of appropriate size when a unit of such size becomes available.**

1. An inspection and a cost damage assessment shall be prepared and will become the responsibility of the tenant upon vacating the unit upon transfer to the next assigned unit.
2. Rental units will, to the extent units of appropriate size are available, be assigned so it will not be necessary for children of opposite sex to share the same bedroom.
3. Except that if necessary, two children of opposite sex under four years of age may share the same bedroom, one child under two years of age may be permitted to occupy the parents' bedroom and if necessary, during continued occupancy one child under four years of age may be permitted to share the parent's bedroom.
4. During the time the applicant or applicant's family is on the wait list and in the event of a pregnancy with appropriate information received verifying the pregnancy, the bedroom size listed for the family will automatically increase by one. This will address the issue of transferring families in overcrowded situations.
5. It shall be the responsibility of each Program Participant to show respect for the units provided by the CTHA and appreciation for the low housing cost by keeping the unit and grounds in a decent, safe and sanitary condition at all times. Program Participants shall keep the unit continually occupied and shall keep it neat, clean and in good condition. The Rental Agreement shall detail the terms and conditions of maintenance requirements. Failure to maintain the unit and grounds in a safe and sanitary condition may result in termination of the rental agreement, and tenant will be charged the costs for clean-up if CTHA carries out the clean-up.
6. When the need for maintenance arises, Program Participants shall inform the CTHA as provided in applicable program regulations and the lease or lease/purchase agreements.
7. 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 CTHA program.
8. Program participants in CTHA 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 CTHA 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.

9. Pets: No pets are allowed in rental units unless written permission is granted by the CTHA. Written permission may only be provided to rental tenants who are 62 years of age or older, 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 the CTHA). Any Program Participant who is authorized by the CTHA 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 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. Any Program Participant who is found to be in violation of this requirement will be assessed in an amount of **\$150.00** for each violation. No dog commonly referred to as a “dangerous breed” dog as defined by the Chehalis Tribal Code (11.25.040) shall be permitted in any units (whether rental or homebuyer) owned or managed by the CTHA. Nothing in this paragraph shall apply to “assistance animals” for persons with disabilities, which shall be evaluated under the “reasonable accommodation” criteria set out in Section VIII, above.
10. Smoking. Smoking is prohibited inside any CTHA unit, and in the common areas.
11. Program participants may not make any modifications or alterations to the unit. If Program Participants make modifications without the CTHA’s written approval, such modifications must be removed at the Program Participant’s expense. If the CTHA removes the modifications, the cost of such removal will be immediately due and owing by Program Participant to the CTHA.
12. Program Participants shall not erect any aerial, antenna, or TV dishes on the exterior of the unit without written permission of the CTHA. Program Participants 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 the CTHA. Electrical or communications equipment of any kind that interferes with neighboring residents are not allowed.
13. Program Participants 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 Participants may have keys provided by the CTHA duplicated by a licensed locksmith, but all keys must be given to the CTHA if the Program Participant vacates the unit For Mutual Help Program Participants, if they install a new lock they must be fitted to an CTHA master key so that CTHA can access the unit if needed.
14. Program Participants must also abide by any other use restrictions specific to the CTHA program in which Program Participant is participating.
15. 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.
16. Guests. Program Participants are permitted to have overnight guests stay in their premises with the written permission of the CTHA. Program Participants must provide information regarding the potential overnight guests to the CTHA, who, at the

discretion of the CTHA Management, may carry out a background check to determine whether the person is suitable to be on CTHA 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.

## **IX. RENTAL AND HOMEBUYER PAYMENTS**

- A. This section and the procedures set out herein are intended to be implemented in concert with the applicable program agreement. The purpose of this section is to inform Program Participants of the CTHA guidelines for the collection of rent, homebuyer, and other payments. The objective of these procedures is to collect the amounts owed to the CTHA and to ensure the continuation of adequate housing services while providing for the safety and well-being of all Program Participants.
- B. Rental/Homebuyer Payments—Program Participants will make monthly rental payments or homebuyer payments to the CTHA as follows:
1. Monthly rental payments shall be an amount equal to 30% of the monthly adjusted gross family income less a utility allowance if permitted. For purposes of determining a family's income for monthly rent payments, the Annual Income of the household will be calculated as follows:
    - a. CTHA shall use the adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes, using the method that is most beneficial to the Program Participant, ***except that the IRS method shall not be used where the Program Participant or any member of the household receives General Welfare Exclusion (GWE) payments from the Chehalis Tribe or another tribe that are intended for the purpose (in whole or in part) of housing, so as to ensure that GWE payments are calculated as income for purposes of determining the maximum rent and therefore utilized to pay for housing as intended.***
    - b. If the Program Participant or any member of the household receives General Welfare Exclusion (GWE) payments from the Chehalis Tribe or another tribe that are intended for the purpose (in whole or in part) of housing, CTHA shall use the Department of Housing and Urban Development's definition of annual income used for HUD's Section 8 programs in 24 CFR part 5, subpart F, as amended (except when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of Net Family assets). ***The entire amount of the Program Participant's GWE as well as all other sources of income recognized under the Section 8 procedures will be counted toward the Program Participant's annual income for the purposes of determining the Program Participant's maximum rent.***
    - c. If CTHA uses the definition of annual income used for HUD's Section 8 programs, CTHA will follow the procedures laid out in CTHA's Section 8 Income Calculations Procedures. CTHA will also review, and to the extent consistent with the regulations at 24 CFR part 5, subpart F, as amended, utilize HUD guidance in calculating annual income based on the definition of annual income for HUD's Section 8 programs.
  2. CTHA will also establish a maximum monthly rents for each type and size of unit it

- manages. The maximum monthly rents will be based on the fair market rents for such units in the vicinity. The maximum monthly rents are subject to periodic revision. No tenant will be charged more than the maximum monthly rent established for the unit they are renting.
3. Decreases in rent resulting from rent reviews are to be effective the first of the month following report and verification of the changes. Increases in rents shall become effective the first of the second month following the changes resulting from rent reviews.
  4. If the tenant intentionally misrepresents any required information at the time of admission, annual reexamination, and a rent review caused a family to pay a lower rent than called for by calculation of rents because of the intentional misrepresentations by the tenant, such tenant will be required to pay the difference between the rent they paid and what they should have paid. If an applicant or resident knowingly misrepresents their income they are committing fraud, which makes them subject to federal penalty under the law.
  5. Monthly rental payment for Senior Citizens (65 years of age and older) shall be an amount equal to 15% of their monthly adjusted gross family income less a utility allowance if permitted.
  6. Mutual Help Program Participants who entered the program prior to the enactment of NAHASDA or otherwise became the recipient of a Mutual Help Program through transfer of rights or participation and occupancy of the home without NAHASDA funds being expended on the home in the transition, transfer, and/or initial occupancy of the home will have their payments calculated to be an amount equal to 15% of the monthly adjusted gross income less a utility allowance of \$400.00, or the minimum administrative payment of \$350.00 (or \$200.00 if in projects 2-5 & 2-7) - whichever is greater. Maximum monthly payments, based on the fair market rents for such units in the vicinity, are: \$650 for a three bedroom home; \$750 for a four bedroom home; and, \$850 for a five bedroom home.
  7. Mutual Help Program Participants who entered the program after the enactment of NAHASDA will have their payments calculated to be 15% of the monthly adjusted gross family income less a utility allowance of \$400.00 unless that amount falls below the minimum administrative charge of \$350.00 per month (\$200.00 per month for projects 2-5 & 2-7). If that occurs, the payment will be based on 30% of their monthly adjusted gross family income, without the utility deduction, or the administrative charge - whichever is less.
  8. Program Participant payments will undergo an interim adjustment in the month that the Permanent Fund Dividend(s) is received. This may result in tenants paying the maximum established rent for that one month but the rent will be re-adjusted in the following month to the previously determined rental payment. But in no circumstance shall this interim adjustment exceed 30% of the adjusted gross income for that specific month.
  9. The minimum income at the time of initial occupancy and participation in the Mutual Help Program shall be at least 50% of the area median income.
- C. Utilities—In addition to monthly rental or homebuyer payments, Program Participants are expected to pay the cost of utilities to their premises, including water, electric, garbage pickup, and wastewater sewage. Where a multi-family dwelling unit has a single meter for

any or all utilities, the CTHA shall assess each Program Participant a pro-rated utility charge based on the number of people in each household in the multi-family dwelling unit and the overall cost of usage, subtracting out the cost of utilities usage that is for the CTHA common areas or facilities. Enforcement of this utility charge is subject to the CTHA Board approval of the methodology and matrix for allocating such charges.

1) 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 after the 10th day of the month, for rent, utility fees, work order fees, and/or maintenance fees. Failure to make payment by the 10th day after such payments are due may also be grounds for termination and eviction.

2) Where and How to Make Payments—

1. All payments and fees due to the CTHA must be made to the CTHA administrative offices as follows:

(i) By delivering said payment to CTHA staff at the CTHA offices located at 10 Petoie Dr., Oakville, WA 98568;

or

(ii) By mailing said payment to CTHA at:

Chehalis Tribe Housing Authority  
10 Petoie Dr.  
Oakville, WA 98568

2. Payments may be made by money orders, cash, or personal checks.
3. Where a Program Participant 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 the CTHA for that first month's possession and occupancy based on the number of days they will actually possess and occupy the unit for that first month.

Partial Payments—When a Program Participant presents credible evidence clearly demonstrating an inability to make full payment beyond the control of the Program Participant, the CTHA, in its sole discretion, may accept partial payment. Program Participants are responsible for notifying the CTHA 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 CTHA to make partial payments. Late fees will be applied to any remaining balance due after the due date.

5. Late Payment Fees

- i. Program Participants are expected to pay monthly rent or homebuyer payments by the first of every month.
- ii. Program Participants are expected to pay fees for utilities and fees from work orders and/or maintenance on the first day of the month following the date the Program Participant is invoiced for such charges.
- iii. The CTHA will assess a late fee in the amount of \$50.00 on any Program



Participant who makes only a partial payment, or who fails to make any payment by the date due.

- iv. CTHA will also assess this same late fee on any Program Participant who fails to make a required payment by the due date under a stipulated agreement, contract rider, payback agreement, or other agreement or contract with the CTHA requiring a payment to the CTHA by a specific date. There will be no grace period. The CTHA will assess a late payment fee of \$50.00 if payment is not made by the due date. The late payment fee will be due immediately.
- v. The Executive Director shall have the ability to waive any assessed late fee on a case-by-case basis.

## **X. PROGRAM VIOLATIONS**

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

- a. Failing to submit requested verification in a timely manner.
- b. Failing to provide verification of social security numbers by providing a copy of their social security card.
- c. Failing to complete recertification.
- d. Failing to report changes in income and/or assets of household members in a timely manner
- e. Vacating the unit in violation of the applicable program agreement and Policy.
- f. Failing to use or maintain the unit as required under the applicable program agreement and Policy.
- g. 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:
  - 1. Is criminal activity, including drug-related criminal activity;
  - 2. Is disruptive of their neighbors' right to "quiet enjoyment" of their units (the CTHA will maintain a record of all complaints);
  - 3. Is activity that threatens the health and safety of, or right to peaceful enjoyment by, other residents or employees of the CTHA (the CTHA will maintain a record of all complaints); or
  - 4. Is activity that threatens the health and safety of, or right to peaceful enjoyment by, persons residing in the immediate vicinity of the Premises.
- h. Failing to make payments required under the applicable program agreement and Policy.
- i. Failing to abide by the terms and conditions of the applicable program agreement and Policy.
- j. Failing to abide by all applicable legal requirements for possession of any firearms, and failing to register any firearms present in the premises with CTHA.
- k. Knowingly allowing a registered sex offender into their premises no matter what the duration of time such person is on the premises.

1. Using a CTHA unit for a purpose prohibited by this Policy.
- m. Failure to keep the grounds and dwelling units in a safe and sanitary condition.  
Violating other CTHA Policies.
- B. Fraudulent Crime Violation. Program Participants commit a Fraudulent Crime Violation by:
  - a. Knowingly omitting income or assets of self or household members.
  - b. Knowingly under reporting income or assets of self or household members.
  - c. Transferring income or assets to obtain or retain false eligibility.
  - d. Overstating deductions, allowances or expenses.
  - e. Using a false identity or false social security number.
  - f. Using false documents.
  - g. Falsifying the number of household members, etc.
- C. Program Participants in any CTHA program providing rental assistance may not be renting from a member of the immediate family of any person residing in the Program Participant's household. The phrase "immediate family member" is to have the definition used in Chehalis Tribal law and policy.

## **XI. TERMINATION AND EVICTION**

- A. Any Program Participant may terminate their agreement by providing the CTHA with a thirty (30) day written notice of his or her intent to terminate their participation in a CTHA program, unless the rental agreement, lease, or other agreement provides for another timeline. This notice must be personally served on the CTHA.
- B. The CTHA may terminate the participation of a Program Participant in any CTHA program and evict Program Participant from the unit they occupy for any of the following reasons:
  - a. Serious or repeated violation of the terms or conditions of the rental lease or homebuyer agreement;
  - b. A violation of applicable Federal, State, or local law, or the Chehalis Tribal Code, specifically Title 4 – Law and Order Criminal Code;
  - c. Any activity, engaged in by the Program Participant, any member of the household of the Program Participant, or any guest or other person under the control of the Program Participant, that—
    1. Is a 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)) or any activity that constitutes a violation of Chapter 4.45 of the Chehalis Tribal Code;
    2. Threatens the health and safety of, or right to peaceful enjoyment by, other residents or employees of the CTHA;
    3. Threatens the health and safety of, or right to peaceful enjoyment by, persons residing in the immediate vicinity of the Premises;
    4. 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. The CTHA may terminate and evict if a preponderance of the evidence demonstrates that a violation of this Section has occurred.

- d. A “program violation” or “fraudulent crime violation” as defined in this Policy or in the applicable program Policy.
  - e. Any of the reasons listed in Section 12.10.150 of the Chehalis Tribal Code, including:
    - 1. Nonpayment of rent in such amounts and at such time as provided for in the rental agreement or as otherwise provided by law or this Policy;
    - 2. Failure to keep that part of the premises which he or she occupies and uses as clean and sanitary as the conditions of the premises permit;
    - 3. Failure to properly dispose from his or her dwelling unit all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals, and assume all costs of extermination and fumigation for infestation caused by the tenant;
    - 4. Failure to properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances supplied by the landlord;
    - 5. Intentionally or negligently destroying, defacing, damaging, impairing, or removing any part of the structure or dwelling, with the appurtenances thereto, including the facilities, equipment, furniture, furnishings, and appliances, or permitting any member of his or her family, invitee, licensee, or any person acting under his or her control to do so;
    - 6. Permitting a nuisance or common waste;
    - 7. Failure to maintain the smoke detection device in accordance with the manufacturer’s recommendations, including the replacement of batteries where required for the proper operation of the smoke detection device, as required in Section 12.10.400 of the Chehalis Tribal Code;
    - 8. Engaging in any activity at the rental premises that is imminently hazardous to the physical safety of other persons on the premises and:
  - f. Entails physical assaults upon another person that result in an arrest; or
  - g. Entails the unlawful use of a firearm or other deadly weapon that results in an arrest, including threatening another tenant or the landlord with a firearm or other deadly weapon under Section 12.10.370 of the Chehalis Tribal Code, provided, that nothing in this Policy shall authorize the termination of tenancy and eviction of the victim of a physical assault or the victim of the use or threatened use of a firearm or other deadly weapon
  - h. Other good cause permitted by law.
- C. Notice to Quit
- a. Statement of Grounds for Eviction Required. CTHA will provide a notice to quit addressed to the Program Participants of the dwelling unit and shall state the legally cognizable reason(s) for termination of the tenancy and the date by which the tenant is required to quit possession of the dwelling unit.
  - b. Notice Contents—the Notice must inform the Program Participant of their opportunity, prior to any hearing or trial, to examine any relevant documents, records, or regulations directly related to the eviction or termination.
  - c. Opportunity for Corrective Action—At CTHA's sole discretion, if the circumstances warrant, CTHA may provide a Program Participant an opportunity to take corrective action in lieu of termination.

- d. Time Requirements for Notice. The notice must be delivered within the following periods of time:
1. No less than thirty (30) calendar days prior to the date to quit specified in the notice for any:
    - a. Failure to pay rent or other payments required by the agreement;
    - b. Failure to keep or perform any condition or covenant of the lease or agreement;
    - c. Continuing to commit or to permit waste upon or maintain a nuisance upon the occupied property; or
    - d. Any violation of the lease agreement or this Policy not enumerated.
  2. No less than three (3) calendar days prior to the date to quit specified in the notice for any:
    - a. Drug related criminal activity, or other criminal activity that imminently threatens health, safety, or the right to peaceable enjoyment of neighboring properties;
    - b. Serious injury to property, or injury to persons; or
    - c. In situations in which there is an emergency, such as a fire or condition making the dwelling unsafe or uninhabitable, or in situations involving an imminent or serious threat to public health or safety.
  3. CTHA need not provide notice to Program Participants who have:
    - a. Occupied the unit beyond the term of any lease or rental agreement;
    - b. Occupied a property without permission or agreement from CTHA;
    - c. Continued to occupy a property after CTHA has terminated their agreement or the leasehold has been judicially foreclosed by eviction.

D. Serving the Notice to Quit.

- a. Consistent with the requirements of Section 12.15.040 of the Chehalis Tribal Code, any notice to quit must be in writing, and must be delivered to the Program Participant in the following manner:
  1. Delivery must be made by an adult person 18 years of age or older.
  2. Delivery will be effective when it is:
    - a. Personally delivered to a tenant with a copy delivered by mail; or
    - b. Personally delivered to any family member 14 years of age or older living in the premises with a copy delivered by mail.
  3. If the notice cannot be given by means of personal delivery, or tenant cannot be found, the notice may be delivered by means of:
    - a. Securely posting a copy of the notice, in such a manner that it is not likely to blow away, in a conspicuous place near the entrance of said premises, and by sending an additional copy to the tenant or occupier by certified mail, return receipt requested, properly addressed, postage prepaid, at the last known address of the tenant;
    - b. CTHA may also post a copy of the notice in some public place near the premises, including a Community office, public store, or other commonly frequented place in addition to, but not in lieu of, the above notice.
  4. The person giving notice must keep a copy of the notice and proof of service in

accordance with Section 12.15.040 of the Chehalis Tribal Code, by affidavit or other manner recognized by law.

- E. Court Action. If the tenant or homebuyer does not come into compliance if applicable, or voluntarily vacate the unit at the end of the time period set out in the Notice to Quit, the CTHA shall file a complaint in Tribal Court seeking eviction of the Program Participant, in compliance with the Chapter 12.15 of the Chehalis Tribal Code.

## **XII. ABANDONMENT OF UNIT**

- C. Where a dwelling has been abandoned, the CTHA, without further notice to the Program Participant, may post a notice on the dwelling stating that the CTHA intends to take possession and that the Program Participant's possessions will be inventoried and removed within ten (10) days from the posting. If the tenant's possessions are not claimed within thirty (30) days from their removal from the abandoned dwelling, the CTHA may dispose of the possessions. The Program Participant shall be responsible for any costs associated with the storage and/or disposal of possessions under this section.
- D. If the abandoned property is of cultural, religious, or ceremonial significance, the CTHA shall have an affirmative duty to locate next of kin and/or contact the Community in order to return these items.
- E. Notwithstanding any other provision of this Policy, the CTHA staff may enter the premises immediately if there is an emergency situation in which the CTHA Executive 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.
- F. The landlord need not comply with the judicial eviction procedures set forth in Chapter 12.15 of the Chehalis Tribal Code to obtain possession of a dwelling unit if that dwelling unit has been determined to be abandoned consistent with these procedures.
- G. As used in this Section, a unit is abandoned when the Program Participant has vacated without notice and does not intend to return, as evidenced by removal of possessions, nonpayment of rent, disconnected utilities, or intent expressed to the CTHA or third party.
- F. If repairs are necessary, the Program Participant will be responsible for all costs of those repairs. A copy of the charges will be forwarded to the last known address of the Program Participant.
- G. If adequate payment arrangements are not made by the Program Participant, the CTHA shall bypass any forbearance procedures and file a claim in the Chehalis Tribal Court against the Program Participant for arrears and/or damages.

## **XIII. LEAVING WITH A DELINQUENCY**

- 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 CTHA until those debts have been paid in full.
- C. The CTHA 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 their maintenance obligations, the CTHA will perform the required maintenance and charge the Program Participant's accounts accordingly.

Appendix A  
Domestic Violence Policy

Appendix B  
Section 8 Income Definition Procedures