

Housing Department Admissions & Occupancy Policies

AS APPROVED BY BOT RESOLUTION NO. 23-096 (NOVEMBER 13, 2023)

Housing Department

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

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Table of Contents

CHAPTER 1:	INTRODUCTION.....	1
Section 1.01	Purpose.....	1
Section 1.02	Non-Discrimination	1
Section 1.03	Definitions.....	1
Section 1.04	Laws of the Confederated Tribes	3
Section 1.05	Applicability of these Policies	3
Section 1.06	Amendment of these Policies.....	4
Section 1.07	Conflicting Rules & Regulations	4
Section 1.08	Reasonable Accommodations	4
Section 1.09	Confidentiality	4
CHAPTER 2:	ADMISSIONS POLICY	5
Section 2.01	Income & Eligibility Overview.....	5
Section 2.02	Income Calculation & Verification	5
Section 2.03	Program Eligibility.....	6
Section 2.04	Basis for Ineligibility	7
Section 2.05	Application Process Overview	7
Section 2.06	Application Process Administration.....	8
Section 2.07	Background Checks	8
Section 2.08	Waiting List Administration	9
Section 2.09	Placement & Waiting.....	10
Section 2.10	Selection & Transitioning from the Waiting List.....	11
Section 2.11	Verification & Screening	11
CHAPTER 3:	OCCUPANCY POLICY	13
Section 3.01	Lease Signing.....	13
Section 3.02	Move-In Process	13
Section 3.03	Rental Payments.....	13
Section 3.04	Program-Specific Rental Payments.....	14
Section 3.05	Fees & Charges	14
Section 3.06	Security Deposits	15
Section 3.07	Utilities.....	15
Section 3.08	Tenant Recertification.....	16
Section 3.09	Inspections	16
Section 3.10	Client Action Plans	17
Section 3.11	Occupancy Standards.....	18
Section 3.12	Quiet Hours.....	19
Section 3.13	Guests.....	19

Section 3.14	Housekeeping Standards	20
Section 3.15	Attractive Nuisances	22
Section 3.16	Unlawful Conduct	22
Section 3.17	Pets: Agreement & Deposit.....	22
Section 3.18	General Rules For Existing Pets	22
Section 3.19	Assistance Animals	23
Section 3.20	Vehicles.....	23
Section 3.21	Parking	23
Section 3.22	Tenant’s Use of and Care for the Unit	23
Section 3.23	Maintenance Requests.....	24
Section 3.24	Alterations & Improvements.....	24
Section 3.25	Personal Property	24
Section 3.26	Insurance & Risk of Loss	24
Section 3.27	Fire & Other Casualty	25
Section 3.28	Abandoned Personal Property	25
Section 3.29	Defaulting on Lease	25
Section 3.30	Notices to Quit	25
Section 3.31	Emergency Evictions	25
Section 3.32	Regarding Domestic Violence	26
Section 3.33	Move-Out Inspection	26
CHAPTER 4:	DRUG ELIMINATION POLICY	27
Section 4.01	Purpose.....	27
Section 4.02	Applicability	27
Section 4.03	Mandatory Drug Testing.....	27
Section 4.04	Drug-Related Ineligibility	28
Section 4.05	Waiver of Drug Related-Ineligibility	29
Section 4.06	Eviction or Termination.....	29
Section 4.07	Forbearance Regarding Eviction or Termination.....	30
Section 4.08	Grievances.....	30
Section 4.09	Miscellaneous Provisions.....	30
CHAPTER 5:	GRIEVANCE POLICY	32
Section 5.01	Purpose.....	32
Section 5.02	Applicability	32
Section 5.03	Process	32
Section 5.04	Appeals	33

CHAPTER 1: INTRODUCTION

SECTION 1.01 PURPOSE

- A. These policies have been adopted to govern the admissions and occupancy of the Confederated Tribes' Housing Department's (HD) various rental units and programs.
- B. The mission of HD is to provide and maintain quality, affordable, and family-friendly housing services to various income level households. These policies enacted are to protect, maintain, and build upon tribal housing assets; as well as to reinforce and support tenant self-determination and self-sufficiency.

SECTION 1.02 NON-DISCRIMINATION

- A. Eligibility for programs and admissions to units operated by the HD shall be fair and impartial at all times. Federal law prohibits discrimination based on race, color, creed, religion, national origin, sex, age, and/or disability. Preference for selection may be given first to Native American applicants meeting the requirements of programs like NAHASDA.
- B. Pursuant to NAHASDA and other laws and regulations, the HD will comply with the following non-discrimination laws as applicable:
 - 1. The Age Discrimination Act of 1975 and HUD's implementing regulations.
 - 2. Section 504 of the Rehabilitation Act of 1973 and HUD's implementing regulations.
 - 3. The Indian Civil Rights Act.
 - 4. The CTUIR Landlord-Tenant/Mortgage Code.

SECTION 1.03 DEFINITIONS

- A. "Adjusted Income" means Gross Annual Income minus deductions listed in these policies.
- B. "Area Median Income" (AMI) means the midpoint of a region's income distribution – half of families in a region earn more than the median and half earn less than the median. AMI is a measure of residents' median income in a broad area and is calculated annually by HUD, the U. S. Department of Housing and Urban Development. NAHASDA Units use 80% of AMI, which is considered low income.
- C. "Caregiver" means a live-in attendant who resides in the unit to provide assistance to an elderly or disabled household member and is not counted as part of the household when determining income limit for the household. The caregiver is determined to be essential to the care and wellbeing of the tenant. The HD requires a lease addendum or agreement that confirms the household's understanding that the caregiver is required to abide by the lease and will only reside in the unit if the tenant continues to have a need for the services the caregiver provides and agrees to vacate the unit within an agreed amount of time as soon as their services are no longer required.
- D. "Controlled substance" means a substance included in Schedules I, II, III, IV or V of the Controlled Substance Act, 21 U.S.C. 801, et seq. These controlled substances include but

are not limited to cocaine, opiates, amphetamines, phencyclidine (PCP), or methamphetamine.

- E. “Dependent” means youths, students, and/or persons with disabilities. For each member of the family residing in the household (other than the head of household or the spouse of the head of household).
- F. “Disabled Person” means i) a person who has a disability as defined in Section 223 of the Social Security Act (42 U.S.C.423— see below), or ii) is determined by HUD regulations to have a physical, mental or emotional impairment that: a) is expected to be of long, continued, and indefinite duration; b) substantially impedes his or her ability to live independently; and c) is of such a nature that such ability could be improved by more suitable housing conditions, or iii) has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 15002(8)).
- G. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use or possession of a controlled substance, whether on or off Housing Department premises, and includes offenses for which only a civil penalty may be assessed. Drug-related activity includes, but is not limited to, the illegal manufacture, sale, distribution, use or possession of a controlled substance by a visitor or guest on Housing Department premises or rental assistance premises, or such an individual being under the influence of a controlled substance while on Housing Department managed premises or rental assistance premises.
- H. “Family” The term `family' includes a family with or without children, Married or non-married couples, and a single person.
- I. “Gross Annual Income” refers to how much income your household earns in one year before the qualifying deductions listed in the Occupancy Policy.
- J. “Handbook 4350.3” means HUD’s Handbook on Occupancy Requirements of Subsidized Multifamily Housing Programs.
- K. “Housing Department premises” includes all housing units, whether rental or homebuyer, all common areas, all administrative areas and all lands, buildings and grounds owned by, managed by, or leased to the Housing Department or any homebuyer under any Housing Program.
- L. “Housing Department Programs” includes all programs, all premises owned, leased, or managed by Housing Department (rental or homebuyer units), and all other housing assistance programs operated by Housing Department.
- M. “Housing Department” means the Housing Department as approved by Board Resolution 12-079.
- N. “HUD” means the United States Department of Housing and Urban Development.
- O. “Income”: The HD will use the meaning of annual income as defined in 24 CFR Part 5, Subpart F (The Section 8 Program). The HD will exclude from annual income any amounts that are on the list of Federally Mandated Exclusions as amended in the Federal Register.

- P. “Index Housing” refers to the Huckleberry Street units.
- Q. “LIHTC” means the Low-Income Housing Tax Credit program. The federal LIHTC program gives State and local agencies authority to issue tax credits for the acquisition, rehabilitation, or new construction of rental housing targeted to lower-income households.
- R. “NAHASDA” means the Native American Housing Assistance and Self-Determination Act of 1996. This program provides annual housing block grants to tribes. This program mainly supports low-income housing. For NAHASDA units, head of household must be an enrolled member of a federally recognized tribe, or the head of household’s child(ren) must be an enrolled CTUIR member. These units use preference points with the focus on CTUIR Enrolled Members.
- S. “Rental assistance premises” includes the dwelling unit for which rental assistance is being provided, any other dwelling unit in the same building or complex, all common areas, all administrative areas and all other grounds or facilities held out for the use of tenants generally.
- T. “Scattered Site” means HD rental units located outside of the usual Mission area rental housing. These units are not IHBG-funded.
- U. “Timine Way North Apartments” means the apartment complex at 46243,46247, & 46283 Timine Way, Pendleton, OR 97801. This program provides non-low-income housing.
- V. “Tribal Member” means an enrolled member of a federally recognized Indian Tribe, including the Confederated Tribes of the Umatilla Indian Reservation.
 - a. 18 years of age or older, and
 - b. A full-time student or a person with disabilities
- W. The HD may adopt or implement other standardized definitions as needed.

SECTION 1.04 LAWS OF THE CONFEDERATED TRIBES

- A. All HD programs are governed by the laws and customs of the Confederated Tribes of the Umatilla Indian Reservation to the extent such laws are applicable. Units outside the Umatilla Indian Reservation (UIR) boundaries or otherwise outside the jurisdiction of the laws of the Confederated Tribes will have such distinction noted in the lease.
- B. The Confederated Tribes’ Landlord-Tenant/Mortgage Code governs landlord-tenant relations within the UIR.

SECTION 1.05 APPLICABILITY OF THESE POLICIES

- A. All HD programs and developments are subject to these policies as they exist now or as they may hereafter be amended.
- B. Some HD programs and developments are unique and may have exemptions from this policy. Those may be noted in this policy, a program-specific policy, the lease agreement, or other approved document.

SECTION 1.06 AMENDMENT OF THESE POLICIES

- A. HD reserves the right to make technical and emergency modifications to these policies and tenant leases if needed for health or safety purposes, programmatic purposes, management purposes, or necessitated by a change in Tribal Code, applicable federal law, or applicable regulations.
- B. Otherwise, substantive changes will be presented to the CTUIR Housing Commission for recommendation and to the CTUIR Board of Trustees for approval.
- C. Public Notice of Amendments. Tenants will be given at least thirty (30) days’ notice of any substantive modifications and will be required to sign an acknowledgement of the amended policies.
- D. Changes that result in clarification of language or correct errors that do not impact lease agreements or change the scope of work of a program will not be subject to public notice.

SECTION 1.07 CONFLICTING RULES & REGULATIONS

When rules and regulations in these policies conflict with the terms of a signed and authorized lease agreement, the terms of these policies shall govern and control, and the lease agreement shall be deemed to be modified hereby by incorporation of these policies.

SECTION 1.08 REASONABLE ACCOMMODATIONS

- A. Defined. A “reasonable accommodation” means any modification or change to the HD’s policies, practices, or services that are necessary for an individual with a disability to benefit from participating in the HD’s programs. This includes structural modifications.
- B. Purpose. To provide qualified individuals with disabilities an opportunity to participate in and/or benefit from the HD’s housing programs.
- C. Request. Tenants must request a reasonable accommodation for the HD to make any modifications or changes. The HD will process and respond to requests in accordance with the relevant law, regulations, and guidance.
- D. Denial & Alternative. The HD may deny an accommodation request if the requested modification would fundamentally alter the nature of the program or if it would result in an undue financial or administrative burden.

The HD may instead provide an alternative accommodation that would not result in an undue financial and administrative burden.

SECTION 1.09 CONFIDENTIALITY

Information contained in HD files is confidential. Only staff with a need to know have the right to review the contents of client files. Staff are prohibited from discussing the contents of a client’s file with anyone other than HD staff unless a release of information has been executed with the HD and other CTUIR departments/entities. Tribal officials must have a court order to access Applicant or occupant information unless the Applicant or occupant has signed consent to release the information to the requesting party.

CHAPTER 2: ADMISSIONS POLICY

SECTION 2.01 INCOME & ELIGIBILITY OVERVIEW

- A. Introduction. The HD provides affordable housing assistance to low-income and other households in accordance with program-specific requirements and income limitations.
- B. Income Limits. The HD will utilize applicable program income limits for the year. The use of gross or adjusted gross income is identified in specific program requirements.
- C. HD Programs with Income Limits.
 - 1. CTUIR-Low Rent Units (NAHASDA; 80% AMI), those funded by the Indian Housing Block Grant (IHBG);
 - 2. Index Housing (Huckleberry Street) (50 – 80% AMI)
 - 3. LIHTC Units (60% AMI);
 - 4. LIHTC HOME Units (50% of HOME Limits)
- D. HD Programs without Income Limits. (“CTUIR Rentals”)
 - 1. Timine Way North Apartments.
 - 2. Lucky Seven.
 - 3. Scattered Site Units. This includes units inside and outside the UIR boundaries.
- E. Definition of Income. See Chapter 1 of these policies. Additionally:
 - 1. Household income will be used as the basis for calculating the rent payment for all NAHASDA programs.
 - 2. Household bedroom size will be the basis for calculating rent payments for LIHTC units.
 - 3. Handbook 4350.3 Rev. 1 will apply to income-based programs.

SECTION 2.02 INCOME CALCULATION & VERIFICATION

- A. Calculation of Income by HD. Income will be calculated in accordance with the procedures outlined in Handbook 4350.3 Rev.1 as it now exists or is hereafter amended.
- B. Verification of Income. The HD is required to verify that a household is income eligible based on anticipated annual income.
 - 1. The household is required to provide verifiable income and asset documentation. The HD will maintain copies of the income documentation in the applicant file.
 - 2. The household’s income may not exceed HUD’s income limits published for that year.
 - 3. The HD will annually verify the household’s income and assets, or when a change in income or household composition occurs, to determine housing payments, fees, household composition, or continued occupancy.

4. Applicant will notify HD when loss of employment has occurred and new income changes occur such as unemployment benefits, General assistance/ public assistance income.
- C. CTUIR General Welfare Benefits. CTUIR issues General Welfare Benefits to Tribal members. These benefits will not be included when the HD calculates income and monthly rental amounts.

SECTION 2.03 PROGRAM ELIGIBILITY

The HD provides several different housing programs. Different programs also have different eligibility requirements.

- A. Eligibility for NAHASDA Program. Below are the eligibility requirements for NAHASDA units:
1. The head of household is:
 - a. a member of a federally recognized Indian Tribe, or
 - b. is non-Indian, but the parent of a minor CTUIR-enrolled child.
 2. Income less than 80% of area median income.
 3. Pass the HD's background check.
 4. Pass the HD's drug screening.
- B. Eligibility for LIHTC Program:
1. Income less than 60% of area median income, less than 50% for LIHTC-HOME.
 2. Proof of annual income that equals twice annual rent total, excluding dividends.
 3. Pass the HD's background check.
 4. Pass the HD's drug screening.
- C. Eligibility for Scattered Sites:
1. Proof of annual income that equals twice annual rent total.
- D. Timíne North Apartments:
1. Proof of annual income that equals one and one-half (1.5) the annual rent total.
- E. NAHASDA Non-Low-Income Assistance:
1. Only 10% of IHBG funds can be used for families between 80% and 100% of median income.
 2. Essential Families. Essential families may receive assistance if the family's housing need cannot be met without IHBG assistance, and the HD determines that the non-low-income family's presence is essential to the wellbeing of the Indian families living on the Reservation or in the Indian area. Examples include teachers, health care providers, and other essential professionals.
 3. Law Enforcement Officers. NAHASDA specifically addresses the provision of housing or housing assistance for a law enforcement officer on an Indian reservation

or Indian area. The officer must be employed full-time by the Federal, state, county, tribal, or other unit of local government and sworn to uphold and make arrests for violations of Federal, state, county, or tribal law. In addition, the HD must determine that the presence of the law enforcement officer may deter crime.

- F. Domestic Violence. Applicants will not be denied admission or assistance because they are or have been the victim of domestic violence, sexual assault, or stalking.

SECTION 2.04 BASIS FOR INELIGIBILITY

- A. Although an Applicant might meet the basic eligibility criteria, there may be other factors that make the Applicant ineligible. The HD reserves the right to deny selection to any applicant based on the following. This is not an exhaustive list.
 1. CTUIR/HD records indicate outstanding HD debt. Previously tenants who were evicted for non-payment of any financial obligation to the HD will be ineligible until debts have been paid.
 2. Failing to repay previous debts owed to any public housing authority or other HUD or LIHTC program.
 3. Fraudulent information supplied for application and lease.
 4. Refusing and/or failing to complete required forms or to provide required information.
 5. The Applicant family does not meet the income requirements.
 6. The Applicant family does not qualify as a family according to the applicable program requirements.
 7. Applicants who appear on HUD’s List of Suspensions, Debarments, and Limited Denial of Participation.
 8. Lack of verifiable information.
 9. Family composition is not compatible with the occupancy standards applicable to the vacant unit.
 10. The Applicant family has a record of unsatisfactory performance in meeting past financial obligations.
 11. Applicant family has a record of destruction of property, acts which would imperil the health, safety, or peaceful occupancy of neighbors, and/or disregard for the rights of others and the rules of occupancy.
 12. The Applicant family has a history of serious and/or repeated lease violations.

SECTION 2.05 APPLICATION PROCESS OVERVIEW

- A. Applicants must submit a completed written and legible application in order to be placed on the waiting list for any HD program.
 1. All completed applications will be time and date stamped when received by HD staff.

2. All information provided in the application will be reviewed and documented before an application is considered complete.
- B. Applicants will complete a background check.
 - C. Once the application is complete and eligibility has been determined, the Applicant data will be entered into the Waiting List database according to date and time. Applicants will be notified of whether they were placed on the waiting list in accordance with the Waiting List Administration section.
 - D. Updating the Application. The Applicant is responsible for timely notifying the HD of any changes to income, household composition, contact information, and/or and information that may impact eligibility or preference status as those changes occur. Applicants will submit a new completed application every six (6) months to remain on the waiting lists.

SECTION 2.06 APPLICATION PROCESS ADMINISTRATION

- A. Assistance. HD staff are available to assist applicants with the application process upon request.
- B. Fees. Unless stated on the program application, there are no fees for HD program applications.
- C. Communication with Applicants. All HD staff communications with the applicant during the application process will adhere to the following requirements:
 1. All official notices will be in writing and signed by the designated staff with a copy to the appropriate staff and the Housing Director.
 2. All verbal communications will be documented in the Applicant file and the client database, indicating date, time, content, and disposition.
 3. All written communications or major inquiries from an Applicant are to receive a written response within five (5) working days from the date of receipt.

SECTION 2.07 BACKGROUND CHECKS

- A. Background Checks. Criminal background checks will be done for all low-income applicants that are 18 years of age or older, when determining eligibility. Background checks for applicant and tenant screening will include a criminal record search and conviction report from a state, federal, and/or tribal agencies. The HD 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. Once renting a unit, all tenants 18 years old or older will be required to pass an annual background check.
- B. Criteria: HD establishes the following criteria for determining what criminal background elements would be grounds for disqualifying an applicant for HD. The criteria are based on the severity of the offense and the time that has elapsed since the conviction. Also set out below are the factors that HD is to balance when considering a request to waive the criteria in a particular instance and at HD's sole discretion.

- C. Required Information: The criminal background records check will involve obtaining information from all databases available to the HD. Applicants must supply the social security number and all identity verification information for all persons to be residing in the household.
- D. Specific Disqualifying Offenses – No Time Limit or Waiver; Any applicant or tenant household that contains a member who ever was convicted, was found guilty or entered a plea of guilty or no contest, regardless of the adjudication, for any of the following offenses at any point in time shall be deemed ineligible for the CTUIR Tribal Housing Unit program:
 - 1. Any Sexual Offense;
 - 2. Any crimes against children;
 - 3. Any felony involving violence;
 - 4. Abuse, exploitation, or neglect of a vulnerable adult (disabled or elderly); or
 - 5. Any related offense of Manufacturing or Distribution of drugs.
- E. No Felonies within 5 Years. Any applicant or tenant household that contains a member who ever was convicted, was found guilty or entered a plea of guilty or no contest, regardless of the adjudication, for any felony offense within the last five (5) years from date of conviction shall be deemed ineligible.
- F. Waiver of Disqualifying Factors under (E) only. Under limited circumstances, the Housing Director may in his/her discretion waive a disqualifying factor if the household can demonstrate to the satisfaction of the 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. This may include participation in and completion of CTUIR programming.
- G. See Section 4.05(A)(3) for drug-related ineligibility.
- H. 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.
- I. Final Decision. The Housing Director’s decision is final and not subject to any further appeal.

SECTION 2.08 WAITING LIST ADMINISTRATION

- A. Overview. The waiting list is the HD tool used to establish the order in which housing offers are made to *apparently* qualified applicants. Generally, waiting list management will be guided by HUD Handbook 4350.3 Rev. 1 as it now exists or hereafter may be amended.

Placement on a waiting list does not guarantee selection or an offer. Placement shows that at the time of application, all factors of eligibility were met to make an initial determination on the *apparent* eligibility status of the Applicant.

Copies of the most current waiting lists will be posted in a publicly accessible area of the HD’s offices. The HD will conceal names of applicants who request to be kept confidential.

B. Waiting List Organization. The HD will maintain waiting lists based on program requirements. The Waiting List organizes Applicants by preference points and by date and time the completed application was received.

C. Preferences. (* means non-cumulative)

Preference:	Points:
Enrolled CTUIR Member (HOH)*	100
Non-CTUIR Member (HOH) with minor CTUIR-enrolled Children*	75
CTUIR descendant (HOH) (only applies to LIHTC & CTUIR Rentals) *	50
Other Tribal Member (HOH)*	25
Elder	20
Employment with CTUIR or Entity of CTUIR (HOH) (Wildhorse, Cayuse Holdings, Yellowhawk, Arrowhead/Mission Market, Nixyáawii School, etc.)	10
Waiting List Length (6 Months with No Refusals)	5

SECTION 2.09 PLACEMENT & WAITING

A. Placement on Waiting List.

1. If the applicant is eligible, the HD will place applicant on the applicable waiting list(s). The HD will notify the applicant in writing of eligibility.
2. If the applicant is ineligible, the applicant will be notified in writing of the basis of the determination and their right to appeal the decision in accordance with the HD’s Grievance Policy.

B. Updating the Waiting List. The Waiting Lists will be updated as applicants are placed, removed, and notify the HD of significant changes to their application.

C. To remain on the low-income waiting lists applicants must submit a new application to the HD every six months. HD staff will notify applicants of this requirement during the application process and when applicants are initially placed on the waiting list.

D. Removal from the Waiting List. The HD may remove an applicant form the waiting list for:

1. Failure to notify the HD of any changes to income, household composition, contact information, and/or information that may impact eligibility or preference status.
2. Failure to submit a new application as required.

3. Rejecting two offers made by HD to the applicant (a “rejection” means rejecting the HD’s unit offer or failing to accept a unit offer within seven days of HD notification).
4. Failing a background check and/or drug screening while on the waiting list

Applicants removed from the waiting list will be notified in writing and their application files will be retained in accordance with CTUIR retention policies.

SECTION 2.10 SELECTION & TRANSITIONING FROM THE WAITING LIST

A. Selection from Waiting List. When an appropriate unit becomes available, applicants on the waiting list will be notified of pre-selection, be given a unit offer, and asked to provide documentation for final verification. HD Staff will start with the applicant that is listed #1, on the appropriate waiting list, then proceed on down the list until an applicant is offered a unit. The applicants will be notified by a phone call first, but if HD staff are not able to contact or leave a message with or for the applicant, then a letter will be mailed out to the last known address on file. When pre-selecting participants, HD will take the following factors into consideration:

1. Specific program requirements, preferences, and priorities.
2. Income targeting.
3. Program set asides.
4. Applicant screening criteria and exclusions.
5. Occupancy requirements.
6. Residency preferences.
7. Previously assisted.
8. Credit.
9. Outstanding debt with the HD.

Applicants selected from the waiting list will then need to pass third-party verification of the information provided in their application.

SECTION 2.11 VERIFICATION & SCREENING

- A. Drug Screening. Applicants shall be screened according to the HD’s Drug Elimination Policy.
- B. Updated Background Check if unit offer made six months after original application date.
- C. Intake Process for Occupancy.
- D. Third-Party Verification. All applicant information must be verifiable by a third party. The following information will be verified by third parties:
 1. Income: Child support, trust land proceeds, employment, unemployment benefits and any other income received by wage or non-wage.
 2. Assets: Verify account balance for checking and savings accounts, pre-paid debit cards, such as direct express card, Deposit Accounts; Asset accounts, land/property/mineral trusts.

3. SSI, SS, and SSD.
 4. Documentation of service or assistance animal.
- E. Verification of Annual Income. Anticipated annual family income for admission will be determined on the basis of verification of income at the time of initial application, unless otherwise stated in the program policy or regulations. IRS verification must be used in addition to other income verifications.
- F. Verification Data. Verification data are to be reviewed and evaluated as they are received for completeness, adequacy, and conclusiveness. The HD has the right to ask or make efforts to obtain incomplete information from the Applicant that the HD deems necessary to completing the process.
- G. Verification Summary. This summary covers at minimum the following determinations and the basis for each:
1. Family Status.
 2. Tribal enrollment.
 3. Program and/or Project income eligible.
 4. Eligibility as a low-income family.
 5. Eligibility of the family with respect to Eligibility and Ineligibility Sections of this policy.
 6. Counseling requirements/Client Action Plan.
 7. Rent Calculation.
- H. Notification of Selection Process. HD staff will notify applicants that they have been selected for an appropriate unit verbally and/or in writing. Applicants must return the completed notice of acceptance to the HD with 7 days to complete the admissions process. Upon receipt of the acceptance, HD staff will schedule a meeting with the applicant and assist with the transition to occupancy.

CHAPTER 3: OCCUPANCY POLICY

SECTION 3.01 LEASE SIGNING

- A. General. Signed leases are required for occupation of CTUIR housing units.
- B. The lease will be executed by HD Resident Services staff and all adult members of the household.
- C. All the adult members of the household must be present during the signing of the lease and attest to having read the lease and these associated policies.
- D. Tenants will be provided information and a lease addendum related to their rights under the Violence Against Women Act (VAWA) and related HD policies.
- E. The dwelling unit will be inspected and documented to be in safe, decent, and sanitary condition following lease signing.

SECTION 3.02 MOVE-IN PROCESS

- A. Move-In Inspection. An onsite inspection will be conducted on the date of admission into the unit, with HD staff, and all adult members of the household. Deficiencies will be identified and documented. HD staff will give an explanation of care and maintenance on all appliances/systems within the unit. Physical, Health & Safety, and Housekeeping Standards will be established.
- B. Delivery of Keys. Keys will be turned over to an adult member of the household upon completion of both lease signing and move-in inspection.

SECTION 3.03 RENTAL PAYMENTS

- A. Authority of the Housing Department. The HD is authorized to annually raise and/or adjust rent amounts under program regulations, its policies, leases, and relevant law. The HD will not raise rents annually more than five percent (5%). The HD will provide at least ninety (90) days' notice before increasing rent. Units in the NAHASDA program are not subject to these increases and will have ceiling rents set according to Section 3.04 below.
- B. Payment Due Dates. All payments are due on the first (1st) day of each month.
- C. Late Payments. Rent is considered late by the fifth (5th) day of every month, and a late fee will be applied to the tenant's account if payment is not received no later than the 10th of the month, as described below.
- D. Partial Payments. The HD retains the right to accept partial payments under a written and approved short-term rental payment agreement. Any partial payments collected after a delinquency notice or termination notice do not constitute a waiver of HD's rights under any such notice to terminate a lease.

SECTION 3.04 PROGRAM-SPECIFIC RENTAL PAYMENTS

A. Rental Payments for Low-Rent Housing

1. Rent Calculation will be based on thirty percent (30%) of adjusted gross income of the household with non-elder Head of Household Units,
 - a. Ten percent (10%) for Elder Head of Household Units.
 - b. Elders in Huckleberry (Index) units are twenty percent (20%).
2. Gross annual income will be defined in accordance with the NAHASDA definition.
3. Gross Annual Income will be adjusted by the following deductions:
 - a. Dependents [\$480].
 - b. Documented child care up to [\$4,800].
 - c. Utility Allowance - updated each year according to regional data.
 - d. Elderly/Disabled deduction of [\$400] per elderly household using the home as their principal residence.
 - e. May also deduct out of pocket medical expenses. (Documentation Needed).
4. Ceiling Rents are set by HD staff and can be adjusted on an annual basis based on a cost analysis of rental receipts and operating cost.
5. Rents for Non-Low-Income families are based on an equation that considers household income, HUD Income Limits, and ceiling rents.
 - a. Example $\$50,000$ (HH Income) divided by $\$40,000$ (HUD Income Limit) = 1.25 times $\$400$ (Ceiling Rent) = $\$500$ per month in rent vs $\$400$ if at or below $\$40,000$
 - b. The maximum rent that a non-low-income tenant can pay is from the ceiling rent to the fair market rent (FMR). FMR's are established by HUD on an annual basis.

B. Rental Payments for LIHTC Housing

1. Rents are set at a flat rate based on LIHTC regulations and can be adjusted on an annual basis by HD staff.
2. A household would need to have twice the monthly rental and garbage amount in annual household income to qualify for the LIHTC Program. (Ex. Monthly fees $\$272$, so $\$272$ times 2 = $\$544$ times 12 months = $\$6,528$ in annual income not including tribal dividends or per capita.

C. Rental Payments for Other Programs.

1. Rents will be determined by the HD and can be adjusted on an annual basis by HD staff.

SECTION 3.05 FEES & CHARGES

A. Charges. Tenant is responsible for charges and fees accrued. The HD will publish current annual rates for the below charges.

1. Excess Garbage – Amount billed by TERF.

- 2. Work Orders Charges (neglect beyond normal wear & tear) – Amount of labor and materials.
- 3. Utility Account Fees.
- B. Late Payment Fee. If the required rental payment is not received by the close of business (3:30 pm) on the 10th day of the month, a \$25.00 late fee will be added to the amount due with exceptions to agreements. This does not apply to tenants on a current payroll deduct schedule.
- C. Animal-Related Fees. See below.
- D. Returned Checks. A minimum of \$37.00 will be charged to Tenants for returned checks.
- E. Cleaning Fee. See Security Deposit section.

SECTION 3.06 SECURITY DEPOSITS

- A. CTUIR Law. The Landlord-Tenant Mortgage Code governs security deposit practices at Section 4.17. Security deposits for units outside the UIR will follow the relevant law.
- B. Purpose. The HD collects security deposits to reimburse itself for the costs associated with remedying damage caused by Tenants after the lease is terminated and costs for reimbursement of non-performance of Tenant’s obligations under the lease. Damages could include those to the interior, exterior, and landscape. Damages shall not include normal wear and tear. Meaning any deterioration resulting from normal use of the premises.
- C. Amount. Within the UIR, the HD may set security deposits of an amount equal to one-hundred dollars (\$100) or one month’s periodic rent at move-in, and then select whichever amount is greater.
- D. Refund to Tenant. The unused portion of the security deposit will be refunded to the tenant within thirty (30) days of move-out. Refunding the deposit is subject to the terms and conditions of the lease. The HD will provide an itemized statement to the tenant that details why they may not be receiving the full amount back.
- E. Damages to unit by tenant that exceed the security deposit will be itemized and the tenant charged for repairs, including materials and labor to repair.
- F. Reclaiming. Landlord-Tenant Mortgage Code Section 4.17 allows tenants within the UIR to bring a civil action in Tribal Court to reclaim any part of their security deposit.

SECTION 3.07 UTILITIES

Notice of Policy Transition: Starting in 2023, the HD will gradually work to convert tenant utility accounts into HD managed accounts. Tenants will be notified of policy changes.

- A. Unless otherwise stated in the lease, the Tenant is responsible for arranging and paying for all utility services required for the unit. This includes water, sewer, solid waste, gas, and/or electric. Services must be kept operational.
- B. Tenant will provide documentation of all utility arrangements to the HD.

- C. Access. Tenants will keep utility areas including water meters, water shut off valves, sewer cleanout, and electrical pedestals accessible.
- D. Consent to Release Utility Information. Tenant will sign a consent form to release utility information to the HD on an ongoing basis.

SECTION 3.08 TENANT RECERTIFICATION

- A. Purpose. The purpose of recertification is to maintain current information and conform to program funding requirements. The HD will use recertification to determine appropriate rent amounts, dwelling unit size for tenants' needs, and tenants' continued eligibility for low-income housing. Recertification also helps the HD operate fair and consistent programming.
- B. Applicability. Tenants in the NAHASDA and LIHTC programs must recertify with the HD annually, and when there is a change in the household income or household size (Interim recertification). Program leases may exempt tenants from this requirement.
- C. Scope. Tenants will be required to recertify the information they provided during the admissions process such as income, family composition, Indian status, assets, background, and other information required by the HD. The recertification process will be scheduled in writing within 120 days of the households move-in anniversary date. The move-in anniversary date is the 1st day of the month of their move-in month, example moved in on May 20, 2023, so anniversary date will be May 1, 2024. The household annual recertification must be complete 30 days prior to anniversary date, so the example above needs to be completed by March 31, 2024. Failure to complete the annual recertification within 30 days of anniversary date will result in a termination of the household lease agreement with HD.

SECTION 3.09 INSPECTIONS

- A. Purpose. HD inspections are required to verify compliance with maintenance and housekeeping standards for the unit, and compliance with the standards and program requirements identified in this policy as well as to protect Tribal property. The HD shall perform regular inspections of all units at reasonable times with reasonable notice.
- B. Right of Access. Absent emergency situations, tenants will receive a minimum of 24-hour written notice of their inspection date by a post on the unit door and/or by mail. HD will inspect the unit on the date indicated with or without the tenant present.
 - 1. Emergency and urgent situations may necessitate entry without permission of or notice to the tenant. The access without notice will be documented and a letter of such entry and the findings will be sent to the tenant soon after the inspection.
- C. Frequency. Inspections will be conducted at least annually.
 - 1. Initial Inspections. Scheduled monthly inspections can occur for at least the next three (3) months following move-in. Upon a satisfactory determination that the Tenant is meeting their obligations, HD will schedule inspections every year.
 - 2. Annual Inspections. Annual inspections will coincide with the month of the household anniversary date of entry into program. Upon a satisfactory determination

that the Tenant is meeting their obligations and is in compliance with the terms of the lease, and Property Standards, schedule the next inspection for the following year.

3. Upon a dissatisfactory determination, the HD will the apply appropriate level of increased scheduled inspections to ensure that corrected action has been taken. The increased frequency of inspections will depend on the severity of the situation. The HD will advise the Tenant of the specific correction(s) that the Tenant will be required to perform to return to compliance and indicate whether mandatory counseling is required. Within a reasonable period of time, the HD will schedule subsequent inspection, and if the tenant fails three of these inspections, their lease could be terminated.

D. Consented Testing for Methamphetamine and Other Contaminating Drugs

1. Annual inspections will also include testing for the presence of methamphetamine and other harmful substances. This testing will be authorized and consented to by the tenant's lease agreement.
2. HD staff will test surfaces within the unit. HD will use a threshold limit of:
 - a. Methamphetamine: 0.01 micrograms per hundred centimeters squared.
 - b. b. Fentanyl: 1.0 nanograms per hundred centimeters squared.
3. Tenants whose unit tests positive, above this threshold, will be served a notice to quit for an emergency eviction.
4. If there is not a baseline on the unit, then the tenant will be transferred to another unit of the same size, and if a unit isn't available then the tenant will be evicted.

E. Corrective Action. Serious and/or repeat non-compliance issues are grounds for termination of the lease. For non-serious and/or non-repetitive non-compliance issues, the following steps will be attempted to correct deficient housekeeping and/or Tenant damage to the unit Failure to comply with three (3) requests for corrections within thirty (30) days will constitute a violation of the Policy terms and is grounds for termination of the Lease Agreement and may result in eviction.

F. For housekeeping deficiencies, a letter will be sent to the Tenant indicating the corrective action the Tenant needs to make and the time frame.

G. For tenant-caused damage, the Tenant will also be notified in writing when the HD will make the repair and the charge for repair will be added to the Tenant's account ledger.

H. Non-compliance: A tenant's refusal to allow the HD to enter the rental unit and/or associated buildings as described in the HD policies is a serious policy violation and action to terminate program participation will be initiated by the appropriate staff.

SECTION 3.10 CLIENT ACTION PLANS

- A. Purpose. A Client Action Plan (CAP) or Family Self-Sufficiency Case Plan is to be prepared, to the greatest extent feasible, for each pre-selected tenant in order to inform

families of their options regarding housing assistance, to assess housing needs, and to assist families in meeting their housing goals.

- B. Completion of Required Actions: All Tenants and each occupant of the premises on a CAP will complete all “Required Actions” as described in the CAP, which shall become a part of the Lease Agreement. The Tenants must agree that all actions will be completed within the period of time stated in the Client Action Plan.
- C. Condition of Participation: As a condition of participation in the HD housing programs, Tenants on CAPs will attend and satisfactorily complete Housing Counseling and Education provided by the HD in accordance with the HD Housing Counseling Policy.
- D. One-on-One Housing Counseling: If HD deems it advisable or necessary, Tenants on CAPs will attend as many one-on-one Housing Counseling sessions as needed to meet the requirements with respect to property maintenance, financial management, compliance with the Client Action Plan and such other matters as may be appropriate.
- E. Failure to comply with the Housing Counseling requirements or the Client Action Plan is a matter of non-compliance which will result in termination of the lease.

SECTION 3.11 OCCUPANCY STANDARDS

To improve the livability and conditions of the units owned and managed by the HD, uniform standards for Tenant occupancy have been developed for all Tenant families. To the extent possible, the standards that below will be applied uniformly to all Tenants.

- A. Schedule. To prevent overcrowded conditions and to maximize space, units shall be assigned in accordance with the following schedule. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc.

Number of Bedrooms	Number of Persons
1 BR	1 - 2
2 BR	1 - 4
3 BR	2 -6
4 BR	3 - 8
5 BR	4 - 10

- B. Units will be assigned so as to not require use of the living room for sleeping purposes.
- C. Every family member including unborn children will be counted as “persons” for the chart above.
- D. Studios. Some HD programs offer studio-sized units with no dedicated bedrooms. The HD recommends two-person occupancy for studios.

- E. Transfers can be requested by both HD Staff and by the tenant. The Transfers can only be allowed within the same program, without having to be treated like a new tenant other than they will not be on the waiting list for the certain program that they want to transfer into.
 - 1. HD staff can request a transfer for under and over utilization of a unit.
 - 2. Tenants can request based on issues with other tenants, the need for a smaller or bigger unit, domestic violence emergencies, and other concerns.
- F. Under Utilization. If the Household's composition changes in a way that underutilizes the unit based on the above standards, the Household may be required to transfer to a unit of appropriate size. If a unit of appropriate size is not available, the HD will not evict the household and not increase the household's rent to the market rent. If a household refuses to move to the correct size unit, the household may stay in the current unit and pay the market rate rent. HD will not evict the tenant for refusing to move but may evict the household if it fails to pay the market rent. If a unit becomes underutilized due to a lease bifurcation under Section 32, the remaining household members may not be charged market rate rent.
- G. Foster Care. Foster Children will count towards the Occupancy Standards listed above. Foster children are not dependents. CTUIR departments should coordinate with the HD before placing a foster child with a tenant household.

SECTION 3.12 QUIET HOURS

- A. Quiet hours shall be from 10:00pm to 6:00am. Tenants shall respect the peaceful enjoyment of the community and see that their pets and guests do the same.
- B. Neither Tenant, their children, their pets, nor their guests nor any other person staying or visiting the Tenant shall cause unreasonably loud or disturbing noise, especially during quiet hours.

SECTION 3.13 GUESTS

- A. Guest or visitor means a person not listed as an occupant in the lease agreement and who is/was in the unit with the Tenant's family's implied or express consent for short periods of time.
- B. Tenants are allowed to have a non-tenant guest stay in the unit up to five (5) consecutive days without Housing Director permission. Tenants with guests staying longer than five (5) consecutive days must receive permission from the Housing Director. This permission does not constitute a lease agreement.
- C. The Tenants must then update their household composition with the HD including an application and an interim recertification, a criminal background check, a mandatory drug test, and income level verification for those added members of the household, according to this and related policies.
- D. For units and programs subject to occupancy standards, the number of guests cannot exceed the approved occupancy standard.

- E. Unauthorized occupants. The HD will consider unauthorized occupants to be trespassers. The family in tenancy that allows an unauthorized occupant to reside in their unit is not in compliance with the lease and is subject to termination of lease and tenancy.

SECTION 3.14 HOUSEKEEPING STANDARDS

A. Tenant's Responsibilities General.

1. Walls shall be clean, free of dirt, grease, holes, cobwebs, writing, after-market paint, and fingerprints.
2. Floors shall be clean, clear, dry, and free of hazards.
3. The ceiling shall be clean and free of cobwebs.
4. Windows shall be clean, with intact shades or blinds only, no temporary coverings (such as blankets), and not nailed shut.
5. Woodwork shall be clean, free of dust, gouges, or scratches.
6. Doors shall be clean, free of grease and fingerprints, and with HD issued hardware.
7. Heating units and hot water heaters shall be free of dust, free of clutter and easily accessible. Hot water heaters should have a two-foot clearance zone for fire safety and access by HD staff. Wall mounted heaters should have a three-foot clearance zone.
8. Trash shall be regularly disposed of properly. Trash shall not be allowed to accumulate in the unit.
9. The unit shall be free of rodent or insect infestation.
10. No fireworks, internal combustion engines, propane, kerosene, oil, or gas of any kind shall be stored or used in the unit except for HD installed gas stoves, furnaces, and water heaters.

B. Kitchen.

1. The stove shall be clean and free of food and/or grease.
2. Refrigerator/Freezer shall be clean, doors should close properly, and gaskets should be clean.
3. Cabinets shall be clean and neat. Cabinet surfaces and counter tops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for plumbing repairs.
4. Exhaust fan filters shall be free of grease and dust.
5. The sink shall be clean, free of grease and garbage. Dirty dishes should be washed and not stored in the sink. No grease, oil, or lard shall be dumped down sink drains.
6. Food storage areas shall be neat and clean without spilled food.
7. Trash/garbage shall be stored in a covered container until removed to the disposal area.

C. Bathroom.

1. The toilet and tank shall be clean and odor free. Condensation should be wiped regularly.
2. Tub and shower shall be clean and free of mold and mildew. Where applicable, shower curtains should be in place, and of adequate length to prevent spillage.
3. The sink shall be clean.
4. Vanities shall be kept clean and free of water leakage.
5. Exhaust fan shall be operational and free of dust.
6. The floor shall be clean and dry.
7. Only toilet paper will be flushed down the toilet. Wipe products will not be flushed.

D. Storage Areas.

1. Linen closet shall be clean.
2. Other closets shall be clean.
3. No highly flammable materials shall be stored in the unit.
4. Other storage areas shall be clean and free of hazards.
5. The furnace room cannot be used for storage and shall be clean of any debris.

E. Outside the Unit.

1. Tenants shall not enclose carports or back porches.
2. No tarps shall be attached on or around unit.
3. No tents, camping, or shades will be left out for more than three days.
4. Furniture outside a home shall be limited to outdoor or patio furniture only.
5. Porches (front and rear) shall be clean and free of clutter.
6. No makeshift or temporary fencing
7. No items stored in carports or anywhere else on the exterior of the home.
8. All outside areas free of garbage and clutter
9. No recreational vehicles shall be on the premises (RVs and Trailers.) ATVs, dirt bikes, snowmobiles, etc. cannot be operated within Housing Areas.
10. No playsets, pools, trampolines, bounces houses, water inflatables, standalone basketball hoops, etc. without a signed Liability Waiver, Assumption of Risk, and Hold Harmless Agreement pre-approved by the HD.
11. Dead animals or animal parts are not to be stored outside the premises for long periods of time.

- F. After an inspection, The HD will notify the Tenant in writing if they fail to comply with housekeeping standards after an inspection or other circumstances that bring the housekeeping standards to the attention of HD staff.

SECTION 3.15 ATTRACTIVE NUISANCES

- A. Tenant agrees to properly dispose of large items dangerous to children such as freezer chests, iceboxes or refrigerators by first removing the door or latch and/or securing and locking the door in an open position.
- B. Tenant agrees to submit a signed Liability Waiver, Assumption of Risk and Hold Harmless Agreement, comply with all provisions of said waiver and obtain approval from the Housing Department Director prior to setting up a swimming pool, trampoline, inflatable bouncy house, or pony/horse rides.

SECTION 3.16 UNLAWFUL CONDUCT

- A. Tenants are prohibited from using, causing to be used, or allowing to be used any part of said rented or leased premises for any unlawful conduct or purposes.
- B. Unlawful conduct and convictions may result in eviction and termination of the Lease Agreement.

SECTION 3.17 PETS: AGREEMENT & DEPOSIT

NOTICE: No new pets will be allowed in HD units once this Occupancy policy is enacted. Assistance animals will still be approved as reasonable accommodations. All pets acquired and registered with HD before the enactment of this policy will be allowed to reside within the unit so long as there is compliance with the HD's rules and policies.

- A. Common household pets require the Tenants to pay a refundable pet deposit of \$250 and sign a completed Pet Agreement Addendum. The agreement will become part of the lease agreement upon execution. Agreements will require spaying and neutering.
- B. CTUIR's Environmental Health and Safety Code restricts certain dog breeds within the Mission Dog Control Area. The HD cannot execute pet agreement addendums for restricted breeds and any restricted breeds will be reported to the UTPD.
- C. Failure to complete a HD pet agreement shall be grounds for lease termination.

SECTION 3.18 GENERAL RULES FOR EXISTING PETS

- A. Each household will be limited to the pet(s) registered before January 1, 2024.
- B. No exterior kennels or pens are allowed to be built without the express written consent of the HD.
- C. At no time should animals be tied or tethered outdoors.
- D. Tenants are responsible for any damage caused by their pet(s) to both the inside and outside (yard and neighboring) areas of the residence. Tenants are also responsible for any fees or costs incurred by CTUIR relating to their pet.
- E. Tenants shall not breed or keep pets for any commercial purposes.
- F. No livestock. No livestock animals or poultry of any kind may be raised, bred, kept, or permitted at any unit or on any premises.
- G. Failure to comply with the HD's pet rules shall be grounds for lease termination.

SECTION 3.19 ASSISTANCE ANIMALS

- A. Assistance animals are not pets. There are two types of assistance animals:
 - 1. Service animals. These are dogs that are individually trained to do work or perform tasks for the benefit of an individual with a disability. The work or tasks performed must be directly related to the individual's disability.
 - 2. Support animals. These are animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities.
- B. Request. Tenants and applicants with a disability may request to keep an assistance animal in their unit as a reasonable accommodation. Tenants will submit written requests which will include documentation from a physician, psychiatrist, other health professional, or social worker.
- C. Review. The HD will review requests and considerer whether the request complies with policy and relevant guidance. Like other reasonable accommodations, the HD is inclined to approve the request unless it would impose an undue financial or administrative burden or fundamentally alter the nature of the program/service.
- D. Agreement. The Tenant and the HD will sign an Assistance Animal Agreement.

SECTION 3.20 VEHICLES

- A. Registration of Vehicles. Tenants are responsible for notifying the HD of the make, model, year, and license plate number of each of their vehicles during lease signing. Tenants shall update HD staff to any changes to the information above.
- B. Amount. Each unit is limited to two (2) functioning vehicles. Programs allowing less or more vehicles will have that information denoted in the lease.

SECTION 3.21 PARKING

- A. Tenant parking is restricted to two vehicles in the Tenant's driveway, carport, garage, or designated parking lot.
- B. The HD may develop parking pass systems for certain programs. Tenants will be notified at move-in of such requirements.
- C. No inoperable vehicles or vehicles with expired tabs/registration shall be parked in the housing areas. Tenants will be notified of this violation and a time provided to repair, reregister, or remove the vehicle in question.
- D. Tenants are responsible for fees and costs associated with towing their vehicle(s).

SECTION 3.22 TENANT'S USE OF AND CARE FOR THE UNIT

- A. All housing units and developments are the property and assets of the CTUIR and future generations.
- B. The Tenant and the HD are jointly responsible to the CTUIR and future generations for ensuring that units are used properly and are well maintained.
- C. The HD hopes that tenants will take pride in their unit by keeping it and the grounds in a decent, safe, and sanitary condition at all times.

- D. Tenants shall be held responsible for expenses for correcting tenant damage due to neglect, animals, visitors or other means of damage.
- E. Instances of serious abuse or misuse of a home by a Tenant, or failure by the Tenant to provide basic routine or non-routine cleaning and maintenance are grounds for termination from the housing program.
- F. All housing units shall have full and unrestricted access through the unit for emergency personnel in the event of an emergency. Cluttered homes reduce emergency personnel access and this is vital to the safety of all residents.

SECTION 3.23 MAINTENANCE REQUESTS

- A. Tenants shall notify the HD promptly of all repairs needed and of any unsafe conditions on the premises or grounds.
- B. The HD maintenance staff will complete all repair work and keep records of work orders.
- C. Typically, a two-week time frame is allowed for completion of non-emergency work orders.

SECTION 3.24 ALTERATIONS & IMPROVEMENTS

- A. Tenants shall not make any alterations to the buildings on the premises, construct any building, or make other improvements on the premises, including painting of the interior or exterior, without the prior, express, and written consent of the HD.
- B. All approved alterations, changes, and improvements built, constructed or placed on the premises by the Tenant, with the exception of fixtures removable without damage to the premises, and removable personal property, shall, unless otherwise provided by written agreement between HD and the Tenant, be the property of the HD and shall be removed by and/or remain on the premises at the expiration or earlier termination of the program lease agreement.
- C. Unapproved alterations, changes, and improvements built, constructed or placed on the premises by the Tenant, without the prior, express, and written consent of the HD must be removed by Tenant. Failure to compliance is subject to termination of lease and tenancy.
- D. Any damages resulting from alterations or improvements will be charged directly to the Tenant and payable upon demand.

SECTION 3.25 PERSONAL PROPERTY

The HD is not financially responsible for any personal property lost due to Flood, Fire, and or any other circumstance that causes damage to personal property.

SECTION 3.26 INSURANCE & RISK OF LOSS

It is highly recommended that all tenants acquire renters' insurance to cover their personal property as HD is not responsible for tenant's personal property inside or outside of renter's unit.

SECTION 3.27 FIRE & OTHER CASUALTY

In the event the leased premises shall become uninhabitable by reason of fire or other casualty, participation under the applicable lease or agreement shall terminate and each party shall be relieved of all future liabilities hereunder dependent upon the cause and/or circumstances. HD will make assessments accordingly.

SECTION 3.28 ABANDONED PERSONAL PROPERTY

- A. The Housing Department shall not be responsible for tenants' personal property left in an abandoned unit.
- B. Any personal property left in an abandoned or terminated unit shall be disposed of at the person's cost as identified.

SECTION 3.29 DEFAULTING ON LEASE

In the event of the default of any material provision of this Policy and/or the applicable lease/agreement by the Tenant, the lease/agreement and any exclusive option, shall terminate at the option of the HD, and be forfeited and HD shall be entitled to possession of the premises.

SECTION 3.30 NOTICES TO QUIT

- A. Tribal Law. All notices to quit on units within the UIR shall be made in compliance with the Confederated Tribes' Landlord-Tenant/Mortgage Code. Notices to quit for units outside the jurisdiction of the Confederated Tribes shall be made in accordance with the appropriate law and due process (such as ORS Ch. 90).
- B. Grounds. Tribal law allows the HD to evict tenants for certain reasons including:
 - 1. Non-payment of rent;
 - 2. Arrearage in rent, costs, or damages which have been due and owing for thirty (30) calendar days or more;
 - 3. Nuisance, property damage, destruction, or injuries to the property, person, or peace of other tenants, or injuries or damage to common areas and property.
 - 4. Serious or repeated violations of the lease or HD policy.
- C. Notice Timeframes within the UIR.
 - 1. No less than five (5) Day Notice - Nuisance, serious injury to property, or injury to persons.
 - 2. No less than ten (10) Day Notice - Any failure to pay rent or other payments required by agreement.
 - 3. No less than twenty (20) Day Notice – All other situations.
 - 4. See below for emergency notices less than five (5) days.

SECTION 3.31 EMERGENCY EVICTIONS

- A. Emergencies and Un-Inhabitability. Tribal law allows the HD to give only reasonable notice in situations in which there is an emergency, such as a fire or condition making the

dwelling or leased premises unsafe or uninhabitable, or in situations involving an imminent or serious threat to public health or safety, including drug manufacturing.

A condition making the dwelling or leased premises unsafe or uninhabitable includes contamination from the use or manufacture of illegal drugs like methamphetamine.

- B. Ex Parte Filings. The HD will take steps necessary when filing for emergency evictions including filing ex parte.

SECTION 3.32 REGARDING DOMESTIC VIOLENCE

- A. Protection. Tenants will not be evicted nor have their assistance terminated because they are or have been the victim of domestic violence, sexual assault, stalking, sex trafficking, and/or crimes against elders.
- B. Bifurcation. The HD may remove a household member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking. This may include bifurcating the lease to evict the perpetrator. The HD may pursue an emergency eviction pursuant to this Chapter.

SECTION 3.33 MOVE-OUT INSPECTION

- A. A Move-Out Inspection will be conducted forty-eight (48) hours of notification to the HD. The Move-Out Inspection provides the information that is used to compare to the information gathered during the Move-In Inspection process. A comparison of both inspection forms provide the basis for determining whether or not the unit is in the same condition as it was when it was first rented except for normal wear and tear. This move-out inspection will also determine what portion of the tenant's security deposit will be returned or used for repairs to unit.
- B. A Move-Out Checklist and an Inspection must be used to document the move-out process. Move-Out Inspection will verify any Tenant damage, document any needed routine repairs, etc. If any deficiencies are noted, an estimate of all costs and a work order will be issued to make the repairs and this cost will be charged against the tenant's security deposit with any overage cost being billed to the tenant at forwarding address. Tenant can request copies for pick up or mailed.

CHAPTER 4: DRUG ELIMINATION POLICY

SECTION 4.01 PURPOSE

- A. The purpose of this drug policy is to assure a healthy, safe, and peaceful environment for all persons residing in housing assisted by the Housing Department.
- B. It is the intent of this policy to bar participation from all Housing Department Programs, all persons engaged in drug-related criminal activity, whether on or off Housing Department premises.
- C. This policy is incorporated by reference into all Housing leases, rental assistance agreements, and homebuyer agreements.

SECTION 4.02 APPLICABILITY

This policy applies to all NAHASDA and LIHTC premises owned, leased, or managed by the Housing Department (rental or homebuyer units), and to all other housing assistance programs operated by the Housing Department.

SECTION 4.03 MANDATORY DRUG TESTING

- A. Applicants and New Residents.

Drug testing shall be required of the following persons, each of whom shall sign a written consent to such testing prior to move-in or joining the household as a condition of eligibility for the Housing Program for which they are applying:

- 1. Every applicant for Housing Programs, prior to move-in.
 - 2. Every individual who is eighteen (18) years of age or older who will be living with the applicant.
 - 3. Every individual who is eighteen (18) years of age or older and who joins an established household living in housing assisted by the Housing Department.
- B. Transfers. Drug testing shall be required of the persons described in Paragraph A when any one or more persons in an existing Housing Department household applies for transfer to a Housing Program other than the program in which the household is currently participating. Each such person shall sign a written consent to such testing prior to such transfer as a condition of eligibility for the Housing Program to which they are transferring.
 - C. Reasonable Suspicion.
 - 1. Drug testing may be required of any homebuyer, rental tenant, or person participating in the rental assistance program, and any other person living with such a Housing Program participant, where the Department has reasonable suspicion to believe that such individual is or has been engaging in drug-related criminal activity, whether on or off Housing Department managed premises.
 - 2. “Reasonable suspicion” means that a person observing the individual’s appearance, speech, odor, or behavior could objectively conclude that the individual is or has been using drugs. Such observations and conclusions should be documented in writing by a

Housing staff and supported by the corroboration of a supervisor or person of authority on the Housing Department staff, whenever feasible.

3. The Housing Department will obtain the written concurrence of one of the following persons before requiring an individual to take a drug test or testing a unit based on reasonable suspicion:
 - a. Legal counsel for CTUIR.
 - b. The Tribal Prosecutor or a deputy or associate prosecutor for the CTUIR.
- D. Both the timing of the testing and the specific tests to be required shall be taken within 24 hours of notification by the Housing Department and shall be at the sole discretion of the Housing Department.
- E. Any person with a verified positive test result for a controlled substance (other than as could have resulted from a legally prescribed medication as determined by a licensed physician) shall be considered to have engaged in drug-related criminal activity during the term of the tenancy of the homebuyer, tenant, or rental assistance participant.

SECTION 4.04 DRUG-RELATED INELIGIBILITY

The following persons shall be ineligible for admission to any Housing Program for a two-year period and ineligible to reside in Housing managed premises for a two-year period:

- A. Prior Drug Related Eviction, Termination, or Conviction
 1. Any person who was a member of a household evicted by any Tribe, Tribally Designated Housing Entity or public housing authority, or terminated from any rental assistance program, or whose homebuyer, lease agreement, rental assistance agreement with any Tribe, Tribally Designated Housing Entity or any public housing authority has been terminated because of a drug-related criminal activity.
 2. Any person who has been convicted in any jurisdiction of an offense (including levy of a civil assessment) because of a drug-related criminal activity.
 3. Ineligibility under this Paragraph (A) shall begin on the date of such eviction, termination, conviction, or date of release from incarceration for the criminal activity, whichever is latest.
- B. Refused or Positive Drug Test
 1. Any person who is required to take the drug test under this Policy and who refuses or fails to take any such test or tests.
 2. Any person whose drug test reveals that the person has engaged in drug related criminal activity during the term of the tenancy of the homebuyer, tenant or rental assistance participant, as provided in Section IV (E).
 3. Ineligibility under this Paragraph (B) shall begin on the date that the drug test was taken or was to have been taken.
- C. Other Circumstances.
 1. Any homebuyer, tenant or rental assistance participant, or any other person living with such a Housing Program participant, who has engaged in a drug-related criminal

activity, whether on or off Housing Department managed premises or rental assistance premises, on the basis of evidence deemed adequate by the Housing Department.

2. A resident, visitor, or guest who is removed from Housing managed premises or rental assistance premises because of this Policy; other than temporary removal by a homebuyer, tenant or rental assistance participant.
3. Ineligibility under this Paragraph (C) shall begin on the date of such activity, incident or removal.

SECTION 4.05 WAIVER OF DRUG RELATED-INELIGIBILITY

- A. The Housing Department may waive the ineligibility of any person who is ineligible for admission to or participation in a Housing Program if:
 1. The person demonstrates successful completion of a supervised drug rehabilitation program approved by the Housing Department, including successful completion of any required follow-up treatment plan or other follow-up requirements; or
 2. The circumstances leading to the ineligibility no longer exist. For example, the individual involved in drug use is no longer in the household.
- B. Any person desiring to have his or her ineligibility waived shall have the burden of showing that the requirements for waiver have been met.
- C. Nothing in this section shall require waiver of ineligibility under any circumstances.

SECTION 4.06 EVICTION OR TERMINATION

- A. Eviction. Tenants may be evicted if any one of the following circumstances occurs during the term of tenancy:
 1. The tenant, or any member of tenant's household, any visitor or any guest, or other person under tenant's control, has engaged in drug-related criminal activity, whether on or off Housing managed premises;
 2. The tenant or a member of tenant's household failed or refused to take any test or tests required under this policy;
 3. The tenant or a member of tenant's household grows or manufactures any cannabinoid extracts.
 4. The tenant or a member of the tenant's household is otherwise ineligible under this Policy.
- B. Termination. Homebuyers and Rental Assistant Program Participants. A participant's homebuyer or rental assistance program agreement shall be terminated if any one of the following circumstances occurs during the term of the agreement:
 1. The participant, or any member of the participant's household, any visitor or any guest, or other person under the participant's control, has engaged in drug-related criminal activity, whether on or off Housing Department managed premises or rental assistance premises.

2. The participant or a member of participant's household failed or refused to take any test or tests required under this policy.
3. The participant or a member of participant's household is otherwise ineligible under this Policy.

SECTION 4.07 FORBEARANCE REGARDING EVICTION OR TERMINATION

- A. The Department may forbear the eviction of any person or the termination of any homebuyer agreement or rental assistance agreement under this policy if:
 1. The person demonstrates successful completion of a supervised drug rehabilitation program approved by the Department, including successful completion of any required follow-up treatment plan or other follow-up requirements;
 2. The circumstances leading to the ineligibility no longer exist. For example, the individual involved in drug use is no longer in the household;
 3. The Department determines that there are extraordinary circumstances (such as the welfare of a minor child) which warrant forbearance; and, the person completes or agrees to complete behavioral health or social services professional recommendations including but not limited to periodic drug tests or other tests;
 4. The person is participating in a supervised drug rehabilitation program approved by the Department and continues in full compliance with such program and any required follow-up treatment plan or other requirements, including but not limited to periodic drug tests or other tests;
 5. The tenant, homebuyer or rental assistance participant promptly secured the removal of the offending household resident, visitor or guest from the premises, other than temporary removal.
- B. Any person desiring forbearance regarding eviction or termination shall have the burden of showing that the requirements for forbearance have been met.
- C. Nothing in this section shall require forbearance regarding eviction or termination under any circumstances.

SECTION 4.08 GRIEVANCES

- A. Except as specified in the paragraph (B), any grievance arising under this policy shall be resolved in accordance with the procedures set forth in Grievance Procedures under the Housing Admissions and Occupancy Policy.
- B. There shall be no right to a hearing other than a court hearing when in the matters of eviction or termination stemming from an allegation regarding the manufacture, sale or distribution of a controlled substance on a Housing Department managed premises or where there is an allegation of the sale or distribution of alcohol to a minor child on Housing managed premises.

SECTION 4.09 MISCELLANEOUS PROVISIONS

- A. Criminal History. Any criminal record (i.e. criminal conviction record information received from a law enforcement agency) received in order to administer this policy must be:

1. Maintained confidentially;
 2. Retained separate from all other Housing records;
 3. Kept under secure electronic records with limited access to those staff on an as-need job function basis;
 4. Accessed only with the written permission of the Housing Director or his or her designee and used only for the purposes allowed under this Policy; and
 5. Must be destroyed once the purpose for which it was requested is fully accomplished.
- B. Copy of Criminal Conviction or Civil Penalty Record. A certified copy of a criminal conviction record or of a civil penalty record shall be conclusive proof of the drug-related criminal activity identified in the record; provided, that before any adverse action based on such a record can be taken, the person must be provided with a copy of the record and an opportunity to dispute the accuracy or relevancy of the record. In the case of an eviction or termination for which no opportunity for a hearing is required prior to the court hearing, a copy of the record shall be filed with the court and served on the tenant or homebuyer with the Summons and Complaint.
- C. No Requirement for Criminal Conviction or Civil Penalty. In no instance shall a criminal conviction be required to have been entered or a civil penalty be required to have been assessed in order for a person to be ineligible for admission to Housing Programs or be subject to eviction or termination from a Department managed rental, homebuyer or rental assistance unit.
- D. Other Requirements
1. Any applicant for a Housing Program (including applicants for transfer to another Housing Program) and any other prospective resident shall be required to sign such release forms and to provide such other information as may be necessary to assure full compliance with this section.
 2. Any applicant for a Housing Program and any other prospective resident shall be required to sign release forms and to provide such other information as may be necessary to assure compliance with this policy.

CHAPTER 5: GRIEVANCE POLICY

SECTION 5.01 PURPOSE

The purpose of this chapter is to provide a process to resolve complaints made by program applicants and tenants against the Housing Department (HD). This policy establishes minimum procedures for grievances and an appeal process for certain grievances, as approved by the Board of Trustees (BOT), to be resolved in a reasonable period of time. A copy of this policy is available at the HD's office and on the HD's website.

SECTION 5.02 APPLICABILITY

- A. Applicants and current tenants may submit grievances.
- B. Grievances may be submitted for HD actions, or the HD's failure to act in accordance with the lease agreement, other contract, HD policy, law, or other regulation.
- C. Applicants and Tenants may not file grievances concerning terminations of tenancy or evictions that involve:
 - 1. Any criminal activity that threatens the health safety or right to peaceful enjoyment of the housing development by other residents or employees of the HD;
 - 2. Any drug-related (including alcohol-related) criminal activity on or near the premises; Any nonpayment of charges owed to the Housing Department;
 - 3. A violation of any statutory or regulatory requirement;
 - 4. A real property interest.
 - 5. Evictions for the above reasons and appeals of said eviction are under the CTUIR Tribal Court's jurisdiction.

SECTION 5.03 PROCESS

- A. Filing a Grievance. Grievances must be submitted in writing using the HD's grievance form. Informal complaints, such as verbal communications, should be followed up with submission of completed grievance form. HD staff will provide assistance in completing the grievance form at the grievant's request. When possible, grievances should address the HD program that issued the action in question.
- B. The relevant program manager will issue a response to the grievance within three (3) working days of receipt.
- C. Informal Hearings.
 - 1. A grievant unsatisfied with the decision of the program manager may request an informal hearing with the Housing Director. Requests must be submitted in writing within five (5) working days of receipt of the program manager decision.
 - 2. The Housing Director will review the documentation in the grievant's file and any evidence submitted. The Housing Director will then schedule a meeting time with the grievant to discuss the grievance. This shall be the "informal hearing."

3. Following the informal hearing, the Housing Director will issue a written decision to the grievant with three (3) working days of the informal hearing.
4. If the grievant fails to appear for the informal hearing without prior notification, the right to an informal hearing through this policy will be waived, and the complainant shall be so notified in writing. However, this does not constitute a waiver of the complainant's right to contest HD's decision through legal proceedings in Tribal Court.

SECTION 5.04 APPEALS

- A. The Housing Commission Bylaws (BOT Resolution 14-062) allows grievants to request the Housing Commission (the Commission) to review certain grievance decisions by the Housing Director. Grievants may appeal Housing Director decisions regarding:
 1. Transfers,
 2. Lease violations not resulting in eviction,
 3. Unit habitability, and
 4. Waiting list administration.
- B. The grievant must file a written Statement of Appeal to the Commission Chairperson with a copy to the Housing Director within seven (7) days of receiving the Director's decision.
- C. The Commission shall conduct a hearing according to its bylaws and issue a decision within ten (10) days of the hearing or as soon as practicable.

AS APPROVED BY BOT RESOLUTION NO. 23-096 (NOVEMBER 13, 2023)