



**City of Saxman
City Council Housing Committee
Meeting
September 02, 2025
5:15 PM**

AGENDA

Call to Order

Prayer

Roll Call/Quorum

Public Comments

New Business

1. Housing Admissions and Occupancy Policy

Background: Council to review and approve Housing Admissions and Occupancy Policy

2. Housing Low Income Rental Program Policy

Background: Council to review and approve Low Income Rental Program Policy

3. Housing Methamphetamine Contamination Testing Policy

Background: Council to review and approve Housing Methamphetamine Contamination Testing Policy

4. Housing Drug and Alcohol Policies

Background: Council to review and approve Drug and Alcohol Policies

5. Risky Structures Disallowed, and PTHD Disclaimer of Liability Policy

Background: Council to review and adopt Risky Structures Disallowed, and PTHD Disclaimer of Liability Policy

6. Tenant/Homebuyer File Maintenance Policy

Background: Council to review and approve Tenant/Homebuyer File Maintenance Policy.

7. Complaint Policy

Background: Council to review and approve Housing Complaint Policy.

8. Housing Maintenance, Maintenance Charges, and Housing Standard Policy

Background: Council to review and approve Housing Standard Policy.

9. Housing Authorization for Access

Background: Council to review and approve Housing Authorization for Access.

Council/Mayor Comments

Adjournment

Puyallup Tribe Housing Department
Eligibility, Admissions, and Occupancy
Policy



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Section I. PURPOSE

- A. The Puyallup Tribe Housing Department (PTHD) has been established for the following purposes: to provide decent, safe and sanitary housing low-income Tribal members and other Indians; to remedy unsafe and unsanitary housing conditions that are injurious to the public health, safety and morals; to alleviate the acute shortage of decent, safe and sanitary dwellings for persons of low income; to provide employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation of eligible dwellings; to provide drug-and-alcohol-free housing; and to manage and maintain residential properties that are owned by the Tribe and/or the Authority for the purpose of providing housing to Tribal members and the Indian community.
- B. This Policy is a guide for PTHD to use in determining initial and continued eligibility, admission and selection of Applicants for various PTHD programs, and occupancy standards.
- C. This Policy is applicable to all clientele of PTHD, including but not limited to Applicants, residents, renters, Homebuyers, and Participants in PTHD's rental and Homebuyer voucher programs. In the event of an inconsistency between this Policy and the specific policies for specific programs, the terms of the specific program policy shall govern, unless such terms are inconsistent with applicable law and regulations.
- D. PTHD is committed to non-discrimination. PTHD shall not discriminate in the provision of services based on race, color, gender, sexual orientation, disability, national origin, or veteran status, provided that PTHD may apply preference for Puyallup Tribal members and may serve only American Indians and Alaska Natives, and may provide preference for veterans.

Section II. GENERAL

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

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

- B. PTHD shall maintain a separate waiting list for each PTHD program. Applicants will be allowed to place their name on one or more of the program lists for which they are eligible.
- C. In addition to the general eligibility requirements contained in this Policy, Applicants shall also be required to meet all eligibility requirements specifically set forth in the Program Policy specific to each program.
- D. No otherwise qualified individual with a disability shall solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any PTHD program.

SECTION III. DEFINITIONS

- A. *General:* All definitions provided in the Puyallup Nation Housing Code shall be applicable to this Policy.
- B. "*Applicant*" means a family that has applied to participate as a Tenant in the Low-Income Rental Program.
- C. "*Dependent Adult*" means a person who is 18 years of age or older, and is wholly or partially dependent upon one or more other persons for care or support, either emotional or physical.
- C. "*Elderly Person*" means a person who is at least 62 years of age.
- D. "*Gang-Related Activity*" means: (1) any gathering of a group of two or more individuals who share an on-going relationship and support one other, individually or collectively, in the recurring commission of delinquent and/or criminal acts, whether or not they have been convicted of any criminal or delinquent acts, and

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

- E. "Homebuyer" means a person(s) who has executed a purchase or lease-purchase agreement with PTHD (including but not limited to a Mutual Help and Occupancy Agreement or a Housing Opportunity Program Agreement), and who has not yet achieved homeownership.
- F. "Indian" means any person recognized as being an Indian or Alaska Native by any Tribe, or by the government of the United States.
- G. "Indian Family" is a family residing in a single household consisting of one or more members who is an Indian. A family can be comprised of one or more persons. However, if the only member of the household who is Indian is a minor child (or children), to be considered an "Indian Family," the minor child or children must reside in the household more than 50% of the time and, in addition, one of the following conditions must be met:
 - 1. the child(ren) are the biological child(ren) of at least one of the heads of household;
 - 2. the child(ren) are the legally adopted child(ren) of at least one of the heads of household;
 - 3. at least one of the heads of household has been appointed as the guardian of the child(ren) by a court of competent jurisdiction; or
 - 4. at least one of the heads of household has been appointed as the foster care provider of the child(ren) by a court of competent jurisdiction.
- H. "NAHASDA" - The Native American Housing Assistance and Self-Determination Act of 1996, codified at 25 U.S.C. §§4101 *et seq.*
- I. "Near Elderly" means a person who is at least (55) years of age, and less than 62 years of age.

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

SECTION IV. APPLICATIONS

- A. To be considered for eligibility for any assisted tribal housing program, all interested Applicants must submit a completed application packet provided by the PTHD to the Intake Specialist or Resident Services at the PTHD office. Only complete applications will be accepted, and incomplete applications will be immediately handed back to the Applicant. Applicants may only be placed on the waiting list after they have submitted a complete application packet and have been determined to be eligible.
- B. Upon inadvertent acceptance of an incomplete application, PTHD will send the Applicant(s) a letter stating that their application is incomplete, and that they have 30 days from the date of the letter to complete their application, or their application and accompanying material will be destroyed. The letter will also

identify what documents or information is needed to complete their application. PTHD staff will keep a copy of the letter and proof of service by certified mail in a separate file. If 30 days has passed since service of the letter, PTHD staff shall destroy the application and any accompanying material by shredding, except that PTHD staff shall retain the letter to the Applicant and the proof of service on file for three years.

- C. The application is the basic record of each Applicant applying to receive services through a PTHD program. Each Applicant is required to provide all information requested on the application and to sign all necessary forms, documents, and certifications. All information provided and/or any statements made by the Applicant are subject to verification. Intentionally providing false or misleading information is grounds for automatic denial of eligibility for all PTHD programs, and grounds for termination from any program the Applicant has been admitted to.
- D. Applications shall be considered and units shall be assigned on a "first submitted - first served" basis, except as otherwise provided in this Policy.
- E. All applications shall be date stamped when received and the time of receipt written next to the date stamp. The staff member receiving the application shall also place his or her initials next to the date stamp.
- F. An application form shall be designed by PTHD to gather enough information to allow a full assessment of the Applicant family's eligibility, consistent with federal and PTHD requirements that apply at the time of submission. The application must include at least the following information:
 - 1. Applicant family's annual income;
 - 2. Tribal affiliation, if any;
 - 3. The names and ages for all family members living in the Applicant's household;
 - 4. Social Security cards for each family member;

5. Documentation of preference eligibility;
 6. Verification of U.S. citizenship or eligible immigration status (PTHD cannot provide services to non-eligible non-citizens with federal funds);
 7. Credit, Use, and Maintenance History;
 8. Valid Washington State driver's license or other valid Washington State identification, or a valid driver's license or other valid identification from another State;
 9. If Applicant is claiming that his or her spouse is not a member of the household, acceptable documentation from a court of competent jurisdiction demonstrating divorce or legal separation.
 10. If the Applicant or a member of the Applicant's household has a disability for which the Applicant wishes to request an accommodation for, the Applicant should list the disability and provide supporting documentation to demonstrate the presence of the disability and the accommodations needed.
- G. The Applicant must certify that all information contained in the application is true and accurate. The Applicant is responsible for contacting PTHD and making any corrections or updating the application if any of the information contained in the application changes.
- H. Application entries are to be made in ink, indelible pencil or typed. Entries may be made by computer with a hard copy documented in the Applicants file. Corrections or changes shall be made by lining through the original entry and entering the correct data. Such changes shall be dated and initialed by the person recording the change and the reason and the provision of this Policy that authorizes such changes noted in the file.
- I. The Applicant is responsible for providing all of the necessary information and accurately completing the application as required. Information that verifies all information which affects eligibility, family

composition, selection, priority or preferences, annual income, Unit size, determination of Homebuyer payments or rent, and housing need is required. Failure to provide current and valid information may be grounds for a determination that the Applicant is ineligible.

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

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

K. No application fee.

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

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

SECTION V. ELIGIBILITY

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

PTHD program, and the requirements must also be met at the time the family is selected from the waiting list to participate in a particular program.

- A. The Applicant family must be an "Indian Family" as defined by this Policy, provided that a non-low income or non-Indian Family may be selected if deemed essential by PTHD. PTHD must determine that the presence of these families at the project is essential to the well-being of Indian families and that the need for housing for the non-low income/non-Indian Family cannot reasonably be met without assistance under this Program.
- B. The Applicant family's annual income must be at or below 80% of the median income for the PTHD area, as determined by HUD, for that size family. The annual income will be calculated by PTHD according to the information provided by Applicant, pursuant to the formula set out in Section VI of this Policy. Exceptions to this requirement may be made when and where permitted provided by federal law and approved by the PTHD Director, after consultation with the Housing Advisory Committee.
- C. Applicant families who, at the time of application, are:
 - 1. expecting the birth of a child (hereafter "Pregnant Family"), or
 - 2. in the process of adopting a child under the age of 18 (hereafter "Pre-Adoptive Family"), or
 - 3. providing care for less than one year for other children under the age of 18 for which there is no legal relationship with the child (hereafter "Caretaker Family"),

shall not include such child(ren) in determining the family size for the purposes of calculating income limits for eligibility. A Caretaker Family may, however, include a child for whom they have provided care for over one year, for purposes of calculating income limits. In determining the appropriate amount of space required for a Pregnant/Pre-Adoptive/Caretaker Family, PTHD shall consider the size of the household with the unborn/adopted/other child(ren) included. Pregnant/Pre-Adoptive/Caretaker Families shall not be

eligible to claim the unborn/adopted/other child(ren) for purposes of including dependents, until after the child is born or legally adopted or some other permanent, custodial relationship is established by a court of competent jurisdiction.

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

E. Ability to Make Minimum Payments

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

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

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

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

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

- G. The Applicant family for a home ownership program must also demonstrate an ability to maintain its present level of income. This will be verified by PTHD and may be satisfied by a written statement from the Applicant's employer. If it is not feasible to determine income potential from an employer, this verification may come from photocopies of the Applicant's income tax returns for the three years prior to the first application. These income tax returns will be kept on file and new ones shall be submitted each year thereafter until the Applicant is placed in a unit. Failure to provide the PTHD with this information shall result in the Applicant being dropped from the Homebuyer program waiting list.
- H. The Applicant family must be willing and able to meet all obligations of the housing agreement for the program(s) for which they apply.
- I. The Applicant family must have a satisfactory credit, use, and maintenance history as determined by the following:
 1. Use and maintenance history shall be documented by two or more landlord references detailing history of any Unit damage.
 2. Credit history shall be verified by one or all of the following sources:
 - a. Credit reporting agency (PTHD will obtain a credit report on each Applicant, after he or she has been determined to be income

eligible); and/or

- b. Two or more landlord references detailing rental payment history.
3. If negative references on either the credit or use/maintenance history are obtained, PTHD shall notify the Applicant in writing of the negative items found.
4. PTHD may still approve an Applicant who has no credit history (as opposed to a poor credit history).
5. For those Applicants with poor credit history, PTHD will consider the time, nature and extent of the past credit problems and the reasonable probability of future favorable performance by the Applicant.
6. All Applicants must participate in PTHD's financial management counseling as a condition of participating in PTHD programs.
7. If the Applicant does not have any history of renting and therefore has no landlord references, or if the Applicant has not credit history or a poor credit history, the Applicant family shall be required to enter into a one year (1 year) probationary agreement as an addendum to any rental agreement, Homebuyer agreement or any other program agreement.

J. Applicant families shall not be:

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

- K. Applicants who have been Terminated from any Indian tribal housing authority program, PTHD program, or any other Tribal housing program, and/or who have debt balances with any Indian tribal housing authority or other Tribal housing program, will not receive future housing assistance from the PTHD until those debts have been paid in full and three years have elapsed since the termination from the prior program. The Housing Advisory Committee however, may waive or modify this requirement on a case-by-case basis on circumstances as determined by the Housing Advisory Committee, and according to such conditions as the Housing Advisory Committee may in its discretion establish, subject to subsection S, below.
- L. Applicant families must intend to use the Unit as their primary place of residence for at least nine months of the year.
- M. Applicants shall be willing to sign the appropriate agreement developed and approved by PTHD for the specific program. All leases/purchase agreements for a development must be executed prior to execution of the construction contract. If the development fails to proceed, the lease/purchase agreement is subject to revocation and any contribution will be returned to the family (or Tribe, or other entity which made the contribution on behalf of the family).
- N. Applicants for any PTHD program providing rental assistance cannot be renting the Unit from a member of the Applicant's or any member of the Applicant's immediate family, as that term is defined by Puyallup Tribal law and policy.
- O. Applicants who are Dependent Adults will not be permitted to occupy a unit on their own, provided that PTHD has the discretion to allow a Dependent Adult to occupy a unit on his or her own if PTHD determines based on a totality of the circumstances that the Dependent Adult has sufficient support and cognitive ability to be able to meet his or her responsibilities and not place him or herself at risk.
- P. Applicants whose habits and practices may reasonably be expected to have a detrimental effect on other residents, or on the housing project, will be determined

ineligible to participate in any PTHD program. The PTHD Director shall make this determination by considering the following:

1. References from previous landlords;
2. Criminal records, including but not limited to conviction and arrest records. Records shall be requested from the Tribal Court and Tribal Law Enforcement, National Criminal Information Center (NCIC), and State and Local Law Enforcement (such criminal records shall be kept confidential pursuant to the requirements and processes set out in subsection Q, below). The only misdemeanor criminal activity that would be the basis for a determination of ineligibility under this section would be misdemeanors involving Drug-Related Criminal Activity, violence, or domestic violence;
3. Judgments against the Applicant in civil cases;
4. Restraining and/or protective orders;
5. Police reports involving the Applicant family;
6. Any other information that may provide evidence of the detrimental habits and practices of the Applicant.

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

1. Maintained confidentially;
2. Retained separate from all other housing records;
3. Kept under lock and key, and be in the custody and control of the PTHD Director or his or her designee for such records;

4. Accessed only with the written permission of the PTHD Director or his or her designee and used only for the purposes allowed under this Policy; and
 5. Must be destroyed once the purpose for which it was requested is fully accomplished.
- R. Notwithstanding any of the previous conditions, and without limiting any of those conditions, an Applicant family will be deemed to be ineligible for any PTHD program if any one or more of the following is the case:
1. Any member of the Applicant family failed to repay any previous debts owed to the PTHD, even if such debt was subsequently discharged in bankruptcy.
 2. Any member of the Applicant family has been previously evicted from PTHD housing within the past three years.
 3. A member of the Applicant family has committed fraud in connection with any HUD or HUD-funded program, or has failed to disclose previously committed fraud in connection with any HUD or HUD-funded program.
 4. The Applicant family has provided false information on the application.
 5. The Applicant family has refused or failed to complete required forms or to supply requested information. For the purposes of this subsection, "refused or failed" means not providing the information to PTHD staff within ten (10) business days of being requested to do so by staff.
 6. Any member of the Applicant family appears on HUD's List of Suspensions, Debarments, and Limited Denials of Participation.
 7. Any member of the Applicant family has a history of abuse of or damage to units.
 8. Any member of the Applicant family has a history of abusing or being a nuisance to neighbors.
 9. Any member of the Applicant family has been convicted of any criminal activity, including but

not limited to selling or using illegal drugs.

- a. Such Applicant family will not be eligible until three years have passed from the date of the offending member's conviction or one year has passed from end of incarceration, (whichever was later) where the conviction is for:
 - i. any felony;
 - ii. any Drug-Related Criminal Activity (whether a felony, misdemeanor, or violation); or
 - iii. any misdemeanor crime of violence, including domestic violence.
- b. Where the member's conviction is for any other misdemeanor or violation not covered by Section V(Q) (8) (a) or (8) (d) of this Policy, such Applicant family will not be eligible until one year has passed from the date of the offending member's conviction or end of incarceration (whichever was later).
- c. Where a member of the Applicant family is currently involved in a pending court case involving charges of criminal activity, that family's application shall be suspended until the court case is resolved. A pending court case is a case in which there has not yet been any determination of guilt or innocence. Once there has been a determination that the member is guilty, then the ineligibility conditions and timelines set out in Section V(Q) (8) (a) or (b) apply. However, if the determination is that the member is innocent, or the charges have been dropped; and, provided that the family member was not found guilty and not convicted of criminal activity, the family will be eligible.
- d. If any member of the Applicant family has been convicted of driving under the influence of intoxicants, the family will still be eligible if the member provides documentation within

ten (10) business days of PTHD requesting it demonstrating that he or she is in full compliance with any court order or stipulation regarding said conviction. Provided, however, that if that member has three or more convictions within the past three years for driving under the influence of intoxicants, the family will be ineligible unless that member is removed from the household.

- e. Upon recommendation of Resident Services Manager or his or her designee, the Director may waive the ineligibility period for misdemeanors or for the remaining period of probation on a case-by-case basis. The waiver determination will take into account the specific circumstances for the waiver, and must include the following:
 - i. the member of the Applicant family was convicted of a misdemeanor or violation under Section V(Q) (8) (b);
 - ii. the member of the Applicant family is currently on probation or has completed probation less than one year ago;
 - iii. the member of the Applicant family has completed, to PTHD's satisfaction, all required services, counseling, and treatment;
 - iv. there is no restraining order or "no contact" order in effect against that member of the Applicant family; and
 - v. the Applicant family agrees to sign a contract rider, which will include the provision that the Lease Agreement will automatically terminate if the member of the Applicant family is convicted of any other felony, misdemeanor, or violation.
- 9. Any member of the Applicant family is a registered sex offender.
- 10. Any member of the Applicant family is a non-citizen

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

11. Any member of the Applicant family participates in Gang-Related Activity, as that term is defined in the Puyallup Tribal criminal code, whether or not such person has been convicted of such activity in a criminal prosecution.
 12. Any member of the Applicant family is ineligible for services from the PTHD, pursuant to Section V of the PTHD Drug and Alcohol Policies (which ineligibility shall last for a period of three years, unless such ineligibility is the result of a positive drug test or failure to submit to a drug test, which ineligibility shall last for a period of six (6) months), unless such ineligibility has been waived pursuant to Section VI of said Policies.
 13. Other historical actions or characteristics determined by the Director to be inappropriate for participation in PTHD housing programs.
- S. *Notice of Ineligibility:* Applicants who have applied for housing, and who, for any reason, have been determined to be ineligible will be notified in writing, the reasons for their ineligibility. The Applicant shall be entitled to an informal hearing under the provisions of the grievance procedures provided in the PTHD Grievance Procedures Policy. All information relative to the rejection of an Applicant shall be documented and placed in the Applicant's file for future reference.
- T. *Waiver of Ineligibility.* Under certain limited circumstances, an ineligible Applicant may be granted a waiver by the Housing Advisory Committee of the condition(s) rendering him or her ineligible. Certain eligibility conditions are required by Tribal or federal law and cannot be waived. The process for requesting a waiver first involves requesting that PTHD Resident Services staff review the application to determine if a waiver is permissible. If the PTHD Resident Services staff determines that a waiver is permissible, a meeting will be set with the Housing Advisory Committee to request the waiver. The burden is on the Applicant to

demonstrate that a waiver is appropriate. The decision to grant a waiver is in the sole discretion of the Housing Advisory Committee, and the Housing Advisory Committee's decision is final. Ineligible Applicants who are granted a waiver must execute an addendum to their lease or Homebuyer agreement acknowledging the benefit they are receiving and agreeing to certain conditions of residency in exchange for that benefit.

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

SECTION VI. CALCULATION OF INCOME

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

- A. Annual Income. Annual income is the anticipated total income from all sources received by each member of the Applicant family's household in accordance with one of the following definitions, whichever is the most advantageous to the Applicant:
 - 1. Annual income as defined for HUD's Section 8 programs in 24 CFR part 5, subpart F. The list of federally mandated exclusions shall be used.
 - 2. Annual income as reported under the census long-form for the most recent available decennial census. The definition shall be used, not the dollar amount reported by the family.
 - 3. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) form 1040 series for individual Federal annual income

tax purposes.

- B. If it is not feasible to anticipate a level of income over a twelve-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.
- C. Any amounts not actually received by the Applicant's family and any amounts that would be eligible for exclusion under § 1613(a)(7) of the Social Security Act may not be considered.
- D. Per capita payments from the Puyallup Tribe must be reported by the Applicant and will be used in eligibility determination in accordance with Federal regulations.
- E. In cases where annual income is seasonal or sporadic, a three year average of income will be used for the family member whose income cannot otherwise be determined.
- F. Adjusted Annual Income. Adjusted annual income is the annual income that remains after excluding the following from the "annual income" calculated above:
 - 1. \$480 for each dependent, not including a spouse.
 - 2. \$400 for an elderly family (this exclusion will also be applied to near-elderly families solely for the purposes of determining the maximum amount of rent to be charged that household, but not for eligibility determinations).
 - 3. The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of:
 - a. Medical expenses for any elderly family;
 - b. Reasonable attendant care and auxiliary apparatus expenses for each family member who is a qualified individual with handicaps, to the extent necessary to enable any member of the family (including the disabled member) to be employed; and,
 - c. Child-care expenses where necessary, to enable a family member to be gainfully employed or to

further his or her education.

4. The amount of any earned income of any member of the family who is less than 18 years of age.
5. Excessive travel expenses, not to exceed \$25.00 per week for employment or educational related travel. PTHD may request the resident to maintain a mileage log, or provide receipts to verify this deduction.

SECTION VII. ELIGIBILITY CERTIFICATION

Once the application is complete, the application must follow the Eligibility Certification Procedure. The Eligibility Certification reviews and verifies that the application process, supporting documents and income calculation meet the eligibility requirements, in accordance with the Puyallup Tribe Housing Code and federal regulations.

SECTION VIII. WAITING LISTS

- A. PTHD shall establish and maintain a waiting list for each of the various programs managed and operated by the PTHD. These lists and the underlying data on which they are based (date of application, priorities and preferences), may be maintained in an electronic data system and printed out as written lists, so long as the priorities and preferences set out in this section are applied as required.
- B. Each Applicant family determined to be eligible to participate in PTHD programs shall be notified that their name will be placed on the applicable waiting list for the program(s) for which they applied.
- C. Eligible Applicants shall be placed on the appropriate waiting list maintained for the program for which they have applied. PTHD shall determine, at its sole discretion, the size Unit for which an Applicant is eligible.
- D. An Applicant may be on the waiting list for several PTHD programs at one time, but once selected, that Applicant must be removed from all other lists, other than the Homebuyer wait list or the wait list for the Waller Road units.

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

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

Is being involuntarily displaced 1 point

5. Notwithstanding the preference requirements set out above, if a Unit that is already configured to provide for disabled access comes available, first preference will be given to any Applicant on the waiting list that has a family member with a disability that would be accommodated by the available Unit and that family will be selected and offered occupancy of that unit. If there are two or more such families on the waiting list, preference will be given to the family that has been on the waiting list for the longest period of time.
6. When an Applicant is selected from the waiting list, he or she must be re-verified as eligible under the PTHD eligibility guidelines set out in these policies. If that Applicant is no longer eligible, PTHD will then move on and select the next Applicant on the waiting list.
7. The Resident Services Manager or designee shall be responsible for the notification of selection.
8. This method of selection is intended to ensure that nepotism, politics and favoritism are avoided during this process.
9. Applicants will always be treated in a respectful manner during the application and selection process.
10. The Housing Advisory Committee and PTHD employees shall avoid any conflict of interest during the selection and admission process.
11. An Applicant will be considered to have refused a Unit that is offered if:
 - a. The Applicant informs PTHD by any method that he or she is refusing the Unit; or
 - b. The Applicant fails to respond to the notice that the Unit is available within ten (10) working days of the initial communication of

the notice; or

- c. The notice that the Unit is available sent to the Applicant is returned by the postal service as undeliverable for any reason whatsoever.

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

- a. Upon the first refusal, PTHD will move on to the next eligible Applicant, and the Applicant will retain his or her position on the waiting list.
- b. Upon a second refusal, PTHD will move the Tribal member Applicant to the end of the Tribal member waiting list, with a new application date as of the date of the second rejection.

H. Managing Waiting Lists. Waiting lists shall be managed according to the following provisions:

- 1. Waiting lists will be updated on a regular basis. Waiting lists shall be updated as new information concerning individual Applicants is received and verified.
- 2. If circumstantial data result in an Applicant being moved by PTHD from one list (program or Unit type) to another, there shall not be a change in the date and time of the application receipt, and that Applicant shall be placed on the new waiting list according to the date of the original application.
- 3. PTHD shall post the waiting lists in the PTHD office at least monthly and make the latest waiting lists available for public inspection upon request.
- 4. Each Applicant shall be contacted annually, to update his or her application, and PTHD shall reaffirm the Applicant's eligibility, interest and need for housing. This may be done by mail or by a documented telephone call.
- 5. Any information or data received will become a part of the Applicant's file record.

6. To remain on the waiting list, Applicants must inform PTHD in writing of any changes in income, family composition, or any other information that would impact the family's eligibility, as they occur.
7. If an Applicant provides information demonstrating a change in circumstances or family size, but the Applicant remains eligible and is recertified, the original date of the application shall remain the same for purposes of the Applicant's placement and location on the applicable waiting list.
8. Any Applicant family on a waiting list, that wishes to be removed from that list, must submit a written request to PTHD. Otherwise, no eligible Applicant family will be removed from the waiting list, except for failure to provide updated information in accordance with the application guidelines.
9. The PTHD reserves the right to close the waiting list for any program, and to suspend intake of new applications at any time. PTHD may also set submission deadlines for participation in any particular project, program, or funding year.

SECTION IX. SELECTION OF APPLICANTS

- A. Applicants shall be selected according to the following provisions:
 1. The waiting list shall be updated with the latest eligible Applicants and the Applicant whose name is at the top of the waiting list for the program and that size of Unit shall be selected to receive the unit, provided that Applicant family is still eligible. Where a member of the Applicant family is currently involved in a pending court case involving charges of criminal activity, that family's application shall be suspended until the court case is resolved. Once the case is resolved, and providing that the family member was not convicted of criminal activity, the family will be returned to the same position on the waiting list that they had before.
 2. *New Construction Home Ownership Units.* Applicants

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

3. If the selected Applicant requires an Individual with Disabilities accessible Unit, and the Unit available is not accessible, all reasonable means shall be taken to modify the Unit to accommodate the needs of a Qualified Individual with Disabilities. The circumstances of each Applicant shall be evaluated under the PTHD Reasonable Accommodation Policy. If the requested accommodations are not reasonable as determined pursuant to the Reasonable Accommodation Policy, the Applicant shall not receive the currently available unit, but shall remain at the top of the list.
- B. *Notice of Selection.* Once the housing Director approves a selected Applicant, a Notice of Selection will be sent. The Notice of Selection shall not constitute contractual obligations by either the PTHD or the Applicant.
 - C. *Re-verification.* The Notice of Selection will indicate that the Applicant family may sign a lease or lease/purchase agreement, whichever is applicable, upon PTHD re-verification of the Applicant family's

eligibility to participate in the assisted housing program. Changes in a family's income or other eligibility requirements listed in this Policy may affect the Applicant family's eligibility to participate in the assisted housing program. For example, if the Applicant family's income has decreased, it could affect the Applicant family's ability to meet the obligations of the home ownership program, therefore making them ineligible to participate in the program. Adversely, if the Applicant family's income has increased, causing the Applicant to exceed the income requirements, he/she may still be admitted under the exceptions set out in this Policy, if applicable.

- D. *Rejection of First Unit.* An Applicant family may reject the first Unit offered, and remain at the top of the list for the next available unit. The Applicant must notify the PTHD within ten (10) business days after the Unit was offered. When this occurs, the Applicant next on the waiting list shall be offered the Unit except for alternates as provided above and so on until the Unit is accepted. If the Applicant family rejects a second unit, the Applicant family shall be placed at the bottom of the waiting list (if Applicant family is a Tribal member family, they would go to the end of the Tribal member waiting list) and the date and time of rejection of the second available unit shall be considered the new date of application to that housing program. In the event that the Applicant family qualified for a preference and rejected both selections, PTHD shall deem the Applicant family's rejection as an indication that the need for suitable decent, safe and sanitary housing no longer exists, and therefore the preference shall not be considered when the Applicant family is placed at the bottom of the list.

SECTION X. VERIFICATION AND CERTIFICATION OF INCOME

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

described below.

- B. In order to verify and certify income for eligibility and/or payments, all adult family members living in the Applicant's household shall be required to provide PTHD with appropriate releases of information. Each family shall furnish information about the amounts and sources of all household income and produce tax returns, paycheck stubs and any other evidence of income. The executed waivers, as well as the other required information, shall be provided to PTHD within ten (10) business days of the request from PTHD.
- C. The purpose of annual re-certification of income is to establish a fair share payment for the family, based solely on their income. Program Participants shall report all changes in family composition, income and assets as they occur.
- D. If, in the period between re-certifications, circumstances result in the family receiving substantially less or substantially more income than was projected at the time of the family's previous re-certification, an adjustment or interim re-certification shall be made. Adjustments shall be made on a case by case basis, and only after a thorough review of the household's income is completed.
- E. Low rent Tenants shall be notified in writing of any change in rent or required payments as a result of recertification. Increases in rent or Homebuyer payments shall be effective the first day of the second month following the notification of the change to the resident. Decreases in rent or Homebuyer payments are effective on the first day of the month following notification of the change to the resident. Changes in income will not result in an increase in Homebuyer payments under the HOPA Program.
- F. Verification and certification procedures are as follows:
 - 1. All statements made by the Applicant family in the application that may affect the determination of eligibility or level of payments shall be subject to verification. The verification process shall assure accurate determinations of eligibility and

payments, while at the same time respecting the privacy of the Applicant.

2. Written certification by the Applicant shall be sufficient verification of family composition, displacement, assets, housing conditions and need. Certification shall be provided by the Applicant's signature on the application. The only exception is children involved in Child Protective Services, or children whose custody is in question. Legal documents will be required in regards to custody of the child/children. This same procedure shall be appropriate for certifying an Applicant's family composition and assets at the annual re-examination.
3. All earned income shall be verified at the time of admission or annual re-examination, through employers, W-2 forms, Income Tax Returns, check stubs, state unemployment records, or other means to assure accuracy.
4. Unearned income shall be verified by viewing checks, certificates of awards, or other means to assure accuracy.
5. For those claiming disability as defined in the Social Security Act, but who are not receiving Social Security benefits or aid to the permanently and totally disabled, a doctor's certification as to degree and possible length of such disability shall be required.
6. Third party verification may be used when necessary to verify earned income, assistance, medical expenses, and other factors that may be difficult for the family to document. Third party verification may be done by mail or phone, provided that proper documentation is maintained.
7. In situations of unpredictable or seasonal income, efforts shall be made to obtain verification of previous year's income from income tax statements, or other documents which may be available. If no other means of verification of income is possible, PTHD shall accept a statement describing sources and

estimated amounts of income certified by the Applicant.

8. Documentation shall be maintained on all verifications. For declarations, the appearance of the statement on an application signed by the Applicant shall be sufficient. Copies of checks or a note by the PTHD staff member who reviewed the document shall be sufficient when documentation is furnished by the Applicant. Third party verification may be documented by keeping the written verification or by informal notes that record telephone contacts. In all cases the verification shall be signed by the responsible PTHD staff member.
9. As part of the application record, a designated PTHD staff member shall complete the eligibility or ineligibility certification on the application.
10. As part of the re-certification process, each member of the household 18 years of age or older will be required to submit to a drug test within 90 days of the annual recertification. The procedure for the drug test is as follows: at some point during the 90 day period, the date to be chosen at PTHD's sole discretion, PTHD will provide 24 hours' notice to the household that the drug test will be taken of all members of the household 18 years of age or older. The drug test will be conducted by a company selected by PTHD, and the test will be an "observed" drug test. If any member of the household refuses to take the test, or if any member of the household tests positive for drugs or otherwise fails the test, the household will be subject to termination and eviction, per the PTHD Resident Drug and Alcohol Abuse Policy. Each member of the household, including Elders and Near-Elders, is also subject to "reasonable suspicion testing" per PTHD's Drug and Alcohol Policy.

SECTION XI. OCCUPANCY STANDARDS

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

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

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

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

- A. PTHD's mission is to provide safe, sanitary, and affordable housing to low income Tribal members and other American Indians and Alaska Natives.
- B. When an existing Program Participant household is no longer eligible to receive housing services from PTHD because there is no longer a Tribal member of other American Indian/Alaska Native residing in that household, PTHD will provide the household three (3) months grace period to find alternative housing before being required to vacate.
- C. PTHD is a housing provider and not a provider of health care or other social or supportive services. Program Participants are expected to be able to meet their requirements under their lease or Homebuyer agreements, and a failure to do so may result in termination and eviction.
- B. There are occasions, however, where a change in a Program Participant's circumstances may render the Participant an Individual with Disabilities who is unable to meet his or her requirements to remain in the Unit, particularly in circumstances where the Participant resides in the Unit by him or herself.
- C. As a condition of accepting funding pursuant to NAHASDA,

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

- D. When information comes to PTHD's attention that a Program Participant's circumstances have changed such that the Participant may no longer be able to meet his or her requirements to remain in the unit, PTHD shall promptly meet with the Participant to inquire as to whether the Participant needs or would like to request any accommodation that would enable him or her to remain in the Unit.
- E. If circumstances indicate, PTHD will also work with the Participant's family, health care services provider(s), and any other service providers to determine whether the Participant is no longer a Qualified Individual with Disabilities or if any accommodations may be made to permit the Participant to continue residing in the Unit.
- F. If the Participant is a Qualified Individual with Disabilities, PTHD will examine the requested accommodations to determine if they are reasonable. PTHD staff will process the requested accommodation through PTHD's Reasonable Accommodation Policy.
- G. If a reasonable accommodation can be made, PTHD will implement it as soon as practicable.
- H. If PTHD determines that the Participant is not a Qualified Individual with Disabilities or that a reasonable accommodation cannot be made to enable the program Participant to remain in the Unit, PTHD will take such steps as are necessary to transition the Participant out of the Unit, and to terminate his or her participation in the PTHD program. Such steps may include working with the Participant's family, health care services provider(s), and any other service providers to assist with the transition.

SECTION XIII. ASSISTANCE ANIMALS

- A. Definitions. For purposes of this Section, the following terms shall have the following meanings:
1. "Assistance Animal" means an animal that works, provides assistance, or performs tasks for the benefit of an Individual with Disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability.
 2. "Individual with Disabilities" - The term "Individual with Disabilities" shall have the same definition as set out in 24 CFR 8.3 for the term "individual with handicaps." Individual with Disability
- B. Reasonable Accommodation Regarding Request for Assistance Animal.
1. Upon receipt for a reasonable accommodation to possess an Assistance Animal in a dwelling Unit, PTHD staff will evaluate the request using the same principles applicable to all reasonable accommodation requests. Specifically, PTHD staff shall consider the following:
 - a. Is the person seeking to use and live with the animal deemed an Individual with Disability?
 - b. Does the person making the request have a disability-related need for an Assistance Animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of a Individual with Disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability?
 2. If the answer to question (1) or (2) is "no," then PTHD is not required to make a modification to its existing policy regarding pets, and the reasonable accommodation request may be denied.
 3. Where the answers to questions (1) and (2) are "yes," PTHD is required to modify or provide an exception to its existing policy regarding pets to

permit a Individual with Disability to live with and use an Assistance Animal(s) in all areas of the Premises where persons are normally allowed to go, unless doing so would impose an undue financial and administrative burden, or would fundamentally alter the nature of PTHD's services.

4. The request may also be denied if:
 - a. The specific Assistance Animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation,
 - b. The specific Assistance Animal in question does not have the required vaccinations necessary to ensure the health and safety of others, or
 - b. The specific Assistance Animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.
5. A determination that an Assistance Animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct, not on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence about harm or damage that other animals have caused.

C. Prohibitions.

1. PTHD cannot require an Assistance Animal to be individually trained or certified.
2. Breed, size, and weight limitations may not be applied to an Assistance Animal.
3. Conditions and restrictions that PTHD apply to pets may not be applied to Assistance Animals, including but not limited to the payment of a pet deposit. However, if an Assistance Animal causes

damage to the Unit or the common areas of the dwelling, PTHD may charge the Program Participant for the cost of repairing the damage (or deduct it from the standard security deposit imposed on all Program Participants).

D. Documentation.

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

SECTION XIV. USE OF PTHD UNITS

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

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

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

rental or Homebuyer) owned or managed by PTHD.

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

PTHD.

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

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

SECTION XV. INSPECTIONS

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

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

5. *Final Move-Out Inspection:* The final move-out inspection documents the condition of the Unit at the time PTHD regains possession of the Unit. Any items needing repair or replacement beyond "normal wear and tear," or cleaning, will be documented for the PTHD file.
- D. *Decent, Safe and Sanitary Conditions:* Notwithstanding any other provision of this or any other PTHD Policy, PTHD has the right and obligation to make inspections of a Unit at any time, with prior notification to the Tenant/Program Participant, if PTHD has reason to believe that part of the interior or exterior of the Unit is not maintained in a decent, safe, clean and sanitary condition. Notification will be in writing, allowing the Program Participant at least 2 days prior notice of the inspection.
- E. PTHD shall have the right to enter the Unit without prior notice to Program Participant if PTHD reasonably believes that an emergency exists which requires entrance.
- F. All Units shall be subject to methamphetamine testing as part of the move-in process, as well as for any Tenant requesting a transfer from one PTHD Unit to another, as described in the PTHD Methamphetamine Contamination Testing Policy. Program Participants will be required to sign a consent to have their personal belongings tested for methamphetamine under certain circumstances.

SECTION XVI. COUNSELING

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

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

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

SECTION XVII. PROGRAM VIOLATIONS

- A. Program Participants commit a Program Violation by committing any of the following, or when any child, member of the Participant's household, guest, or other

person under Participant's control commits any of the following (whether or not Participant is aware of the activity):

1. Failing to submit requested verification in a timely manner.
2. Failing to provide verification of social security numbers by providing a copy of social security card.
3. Failing to complete recertifications.
4. Failing to report changes in income and/or assets of household members within ten (10) business days of the change taking place.
5. Vacating the Unit in violation of the applicable program agreement and Policy.
6. Failing to use or maintain the Unit as required under the applicable program agreement and Policy.
7. Conducting themselves personally, or permitting members of the household, or any guests or any other persons under their control to conduct themselves in a manner that:
 - a. Is criminal activity, including Drug-Related Criminal Activity;
 - b. Is disruptive of their neighbors' right to "quiet enjoyment" of their units (PTHD will maintain a record of all complaints);
 - c. Is activity that threatens the health and safety of, or right to peaceful enjoyment by, other residents or employees of PTHD (PTHD will maintain a record of all complaints);
 - d. Is activity that threatens the health and safety of, or right to peaceful enjoyment by, persons residing in the immediate vicinity of the Premises;
 - e. Is Gang-Related Activity (as such activity is defined in this Policy and/or as it may

hereafter be defined in the Puyallup Tribal Code);

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

- B. Program Participants commit a Fraudulent Crime Violation by:
1. Knowingly omitting income or assets of self or household members.
 2. Knowingly under reporting income or assets of self or household members.
 3. Transferring income or assets to obtain or retain false eligibility.
 4. Overstating deductions, allowances or expenses.
 5. Using a false identity or false social security number.
 6. Using false documents.
 7. Falsifying the number of household members, etc.
- C. Participants in any PTHD program providing rental assistance may not be renting from an Immediate Family Member of any person residing in the Participant's household. The phrase "Immediate Family Member" is to have the definition used in Puyallup Tribal law and policy.

SECTION XVIII. OPPORTUNITY FOR CORRECTIVE ACTION

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

matter as appropriate.

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

SECTION XIX. PAYMENTS AND COLLECTIONS; INCENTIVES

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

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

D. Where and How to Make Payments

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

occupancy, based on the number of days he or she will actually possess and occupy the Unit for that month.

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

F. Late Payment Fees.

1. Program Participants are expected to pay monthly rent or Homebuyer payments by the first of every month.
2. Program Participants are expected to pay fees for utilities, and fees from work orders and/or maintenance, within thirty (30) days of the date the Program Participant is invoiced for such charges.
3. PTHD will assess a late fee on any resident who makes only a partial payment, or who fails to make any payment by the date due.
 - a. Tenants. A **ten (10) day** grace period is given to Tenants. If full payment of monthly rent, utility fees, work order fees, and/or maintenance fees is not made within ten (10) days of when it is due, PTHD will assess a late payment fee of \$50.00. The late payment fee will be due immediately.
 - b. Homebuyers. A **five (5) day** grace period is given to Homebuyers. If full payment of Homebuyer payments, utility fees, work order fees, and/or maintenance fees is not made by the 10th of the month, PTHD will assess a late payment fee of \$50.00. The late payment fee will be due immediately.
4. If payment is not made within ten (10) days of the

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

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

G. Checks with Insufficient Funds (NSF Checks)

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

H. Allocation of Payments

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

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

I. Timetable for Notice of Payment Delinquency

1. Keeping track of payments is the responsibility of each Program Participant. Payments are due without demand or notice. Failure to make timely payments will result in the assessment of a late fee and, where applicable, termination of the pertinent rental or Homebuyer agreement. The notices to be sent out pursuant to this section are a courtesy by PTHD, to inform the Program Participant that he

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

2. Notice of Payment Delinquency:

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

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

b. This notice will contain the following:

- i. The date of the notice.
- ii. The date the rent, Homebuyer payment, or other charges or fees were due.
- iii. The total amount owed, including the late payment fee.

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

- 1. If rents or Homebuyer payments are not paid by the 30th day of each month, the PTHD shall send a Notice of Termination/Notice to Comply Or Quit (for Tenants and for MHOA Homebuyers) or a Notice of Intent to Forfeit (for HOPA Homebuyers).
- 2. Per Puyallup Tribal Code 6.01.610(f), each "Notice to Terminate/Notice to Comply or Quit" (for Tenants and MHOA Homebuyers) or "Notice of Intent to Forfeit" (for HOPA Homebuyers) shall contain substantially the following language:

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

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

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

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

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

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

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

following information:

- a. The date of the notice.
 - b. The date the rent or Homebuyer payment and other charges were due.
 - c. Statement of how much is owed the PTHD.
5. Service of Notice. Per Puyallup Tribal Code § 6.01.620, the Notice must be served on the Tenant or Homebuyer in the following manner:
- a. Delivery must be made by an adult person eighteen (18) years of age or older.
 - b. Delivery will be effective when it is:
 - i. Personally delivered to a Tenant or Homebuyer, with a copy delivered by certified mail, or
 - ii. Personally delivered to an adult living in the Premises, with a copy delivered by certified mail, or
 - iii. Personally delivered to an adult agent or employee of the Tenant or Homebuyer, with a copy delivered by certified mail.
 - c. If the notice cannot be given by means of personal delivery, or Tenant or Homebuyer cannot be found, the notice may be delivered by means of:
 - i. Certified mail, return receipt requested, at the last known address of the landlord or Tenant/Homebuyer, or
 - ii. Securely taping a copy of the notice to the main entry door of the Premises in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the Premises, including a tribal office, public store, or other commonly

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

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

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

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

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

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

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

PTHD will inform the court that a settlement has been reached if agreement has been made to resolve the outstanding amount. The PTHD will include the costs of any amounts included in the civil complaint and request for judgment in the settlement or arrangement. The settlement or arrangement shall include language that in the event the defendants breach the agreement, the case shall be automatically reopened and heard in court for an immediate eviction.

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

SECTION XX. GROUND'S FOR TERMINATION AND EVICTION

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

Related Criminal Activity, whether on or off the Premises. The term "Drug-Related Criminal Activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802));

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

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

- C. PTHD shall terminate and evict if Program Participant fails to properly maintain the Unit after being notified and provided an opportunity to resolve the violation.
- D. PTHD may terminate and evict if Program Participant fails to make timely payments of amounts due to PTHD under the applicable program policy and agreement, as described in Section XIX, above.
 1. PTHD may, at its discretion and based on the circumstances presented, defer or waive enforcement of this requirement where the Program Participant provides documentation of a severe illness or other medical condition that temporarily prevents the Participant from being able to meet his or her responsibility to make such timely payments, *provided*, that the waiver or deferment of enforcement should generally not exceed six (6) months and that the Program Participant enters into

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

2. To be eligible for such a deferment or waiver of enforcement, the Participant, or a person authorized to act on his or her behalf, must submit the request in writing supported by written documentation. The Director will review the request, and make the decision at his or her discretion, depending on the documentation and circumstances presented.
 3. Submission of a request and consideration of the request by PTHD shall not constitute a waiver of any applicable requirements or timelines.
 4. The Director's decision shall be final, and will not be subject to grievance or appeal. The Director, however, will make a report of any waivers or deferments granted under this section to the Housing Advisory Committee.
- E. PTHD shall terminate and evict if Program Participant, any members of Tenant's household, any of Program Participant's guests, and any other persons under Program Participant's control fail to comply with the provisions of the PTHD Resident Alcohol and Drug Policies.
- F. PTHD shall terminate and evict if Program Participant commits any serious or repeated violation of the applicable program agreement, this Policy, or any other applicable PTHD policies, Puyallup Tribal law or regulations.
- G. PTHD will carry out such termination and eviction consistent with the provisions of the applicable program agreement and policies, and the applicable provisions of the Puyallup Tribal Code.

SECTION XXI. NOTICE OF VACANCY; ABANDONMENT OF UNIT

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

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

- a. PTHD has reason to believe that the occupant has abandoned the dwelling unit,
 - b. PTHD intends to reenter and take possession of the dwelling Unit unless the occupant contacts PTHD within ten (10) days of receipt of the notice,
 - c. If the Program Participant does not contact PTHD, that PTHD intends to remove any possessions and personal effects remaining in the Premises and to rent the Premises, and
 - d. If the Program Participant does not reclaim such possessions and personal effects within sixty (60) days after the notice, they will be disposed of in accordance with § 6.01.765 of the Puyallup Tribal Housing Code. The notice shall be in clear and simple language and shall include a telephone number and a mailing address at which PTHD can be contacted.
3. If the notice described in subsection C.2 above is returned as undeliverable, or if the Program Participant fails to contact PTHD within ten (10) days of the receipt of said notice, PTHD may reenter and take possession of the dwelling Unit, at which time any rental agreement in effect shall terminate.
 4. Notwithstanding any other provision of this Policy, PTHD staff may enter the Premises immediately if there is an emergency situation in which the PTHD Director (or his or her designee) determines it is necessary, to prevent damage or harm to the Premises or to any neighboring persons or Premises.
 5. The landlord need not comply with the judicial eviction procedures set forth in Subchapters 6 and 7 of the Puyallup Tribal Housing Code to obtain possession of a dwelling unit, if that dwelling Unit has been determined to be abandoned consistent with these procedures.
 6. If there is abandoned property that is of cultural, religious, or ceremonial significance, PTHD has an

affirmative duty to locate next of kin and/or contact the Tribe in order to return these items.

- D. If repairs are necessary, the Program Participant will be responsible for all costs. A copy of the charges will be forwarded to the last known address of the Program Participant.
- E. If adequate payment arrangements are not made by the Program participant, the PTHD shall bypass any forbearance procedures and file a claim in the Puyallup Court against the Program Participant for arrears and/or damages.

SECTION XXII. LEAVING WITH A DELIQUENCY

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

SECTION XXIII. MISCELLEANOUS

- A. The PTHD shall carry all insurance required by NAHASDA and the applicable NAHASDA regulations, including fire

and extended coverage insurance, for units owned, managed, or operated by PTHD.

- B. In the event a Unit owned, managed, or operated by PTHD is damaged or destroyed by fire or other casualty:
1. The PTHD shall use the insurance proceeds to have the Unit repaired or rebuilt unless there is good reason for not doing so.
 2. In the event the PTHD determines that the Unit should not be repaired or rebuilt, the PTHD shall assist the resident Program Participant as follows:
 - a. Place the Program Participant in another available Unit without terminating the applicable program agreement;
 - b. Offer the resident Program Participant a rental assistance certificate; or
 - c. Place the resident Program Participant at the head of the waiting list with highest possible number of points for preference category "A".
- C. If the final determination is that the Unit should be repaired or rebuilt, Program Participant will be required to vacate the Unit. PTHD will endeavor to provide alternate housing to Program Participant until such time as the Unit is repaired or rebuilt.
- D. In the event of termination of a program agreement because of damage or destruction of the unit, or if the Unit must be vacated during the repair period, the PTHD will use its best efforts to assist in relocating the Program Participant. If the Unit must be vacated during the repair period, required monthly payments shall be suspended during the vacancy period.
- E. There are a number of other PTHD policies that are relevant to Program Participants, including but not limited to the Drug and Alcohol Policy, the Pet Policy, Methamphetamine Contamination Testing Policy and the Maintenance, Maintenance Charges and Housing Standard Policy. There are also PTHD policies specific

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

**Puyallup Nation Housing Authority
Low Income Rental Program Policy**

Adopted on: June 5, 2007
Revised on: February 5, 2008
Revised on: August 14, 2014
Revised July 17, 2020

Section I. PURPOSE

- A. The Puyallup Tribal Housing Department has established the Low Income Rental Program to provide decent, safe and sanitary housing low-income Tribal members and other Indians.
- B. Under this Program, the Puyallup Tribal Housing Department has developed housing units that will be leased by Program participants, with the PTHD serving as the landlord and manager.

SECTION II. DEFINITIONS

- A. Definitions in the Eligibility, Admissions and Occupancy Policy are incorporated by reference.

SECTION III. APPLICATION

- A. Definitions in the Eligibility, Admissions and Occupancy Policy are incorporated by reference.

SECTION IV. ELIGIBILITY

- A. Definitions in the Eligibility, Admissions and Occupancy Policy are incorporated by reference.
- B. Tenants household must meet the PTHDPTHD definition of "Indian family" at the time of the initial occupancy and at all times during the entire term of the tenancy. If the household composition changes so that it no longer meets the PTHD definition of "Indian family," it shall be grounds for termination of assistance.

SECTION V. RENTAL AGREEMENT

- A. Applicants selected to participate in the low-income rental program will be required to sign a rental agreement (hereinafter "rental agreement") prepared by the PTHDPTHD.
- B. The rental agreement shall be consistent with the Puyallup Tribal Housing Code, the policies of the PTHD, and the applicable provisions of the Native American Housing Assistance and Self-Determination Act ("NAHASDA").

- C. The rental agreement will set out the terms and conditions for Tenant's occupancy of the unit, and shall be enforceable according to its terms and conditions.
- D. Tenant may not occupy the unit until Tenant has executed the rental agreement and a move-in inspection is conducted.

SECTION VI. RENTAL PAYMENTS

- A. All monthly rents are due and payable in full by the first (1st) day of each month, whether or not billings are sent by the PTHD.
- B. All "other payments" which are not monthly rents (for example, work orders, maintenance fees, etc.) are due and payable within 30 days after receipt of the invoice for such charges from PTHD.
- C. Tenants will be charged a late fee when they have failed to make payment within ten (10) days of the date the payment is due per subsections A and B, above.
- D. Tenant households that have a significant portion of their income coming from seasonal work may be allowed to pay at times that more closely match when income is received, if such payment arrangement is approved in advance in writing by the PTHDPTHD Director. Approval of such payment arrangements is at the sole discretion of the PTHD and no Tenant has a right to such a payment arrangement. These larger but infrequent rents will be made in advance, the same as regular monthly rents, which are made for the ensuing month.
- E. Tenants are responsible for notifying the PTHD prior to the first (1st) day of the month if they will be unable to make the full rent when due and for requesting an informal resolution with the PTHD Director to make rent arrangements.
- F. Income levels for the Low-Income Rental Program shall be determined using the determination of income for eligibility purposes under the PTHD Eligibility and Admissions Policy.
- G. Each Tenant in the Low-Income Rental Program is required to make a monthly rent payment to PTHD based the following

calculation, which shall be the Tenant's monthly rental payment:

1. Dividing the Tenant's adjusted annual income by 12 to determine Tenant's adjusted monthly income.
 2. Multiplying Tenant's adjusted monthly income as determined by the Housing Authority Board but no more than 30% of their adjusted annual income.
 3. Notwithstanding the above calculation, no Tenant shall be charged more than the Fair Market Value for the unit Tenant is occupying. Fair Market Value shall be determined by the PTHD and shall be updated annually.
- H. No Tenant in the Low-Income Rental Program shall pay more than 30% of their adjusted annual income for rent, provided, that the cost of utilities shall not be treated as part of the rent.

SECTION VII. PAYBACK AGREEMENTS

- A. If rents are not made as required, a payback agreement may be executed by the PTHD Resident Services, with the Tenant after financial counseling and after it has determined that the Tenant is still capable of and committed to fulfilling all obligations of their rental agreement.
- B. Each Tenant with debt balances is required to set up a payback agreement acceptable to the PTHD Resident Services in order to maintain occupancy. At a minimum, the Tenant shall be required to pay in accordance with the payment scheduled approved by the PTHD Housing Advisory Committee.
- C. Failure to make payments as agreed in the payback agreement will result in automatic termination of the rental agreement.
- D. Payback Agreements shall be structured and enforced consistent with Section XIX(K) of the Eligibility, Admissions and Occupancy Policy.

SECTION VIII. APPLICABLE STANDARDS AND MAINTENANCE

- A. Participants in the Low-Income Rental Program are responsible to the Tribe and future generations by ensuring

that the homes are used properly and functionally maintained.

- B. It shall be the responsibility of each Tenant to show respect for the Low-Income Rental Program and appreciation for the low housing cost by keeping the unit and grounds in a decent, safe and sanitary condition at all times.
- C. The Tenant is responsible for routine maintenance and any maintenance required by the rental agreement (i.e. yard care) and for correcting any breach of the housing quality standards caused by failure to pay utilities, repair appliances, or any damage beyond normal wear and tear.
- D. Each Tenant is responsible for conducting basic routine maintenance of his or her unit.
- E. The PTHD is responsible for providing non-routine maintenance. When non-routine maintenance is needed, the Tenant shall inform the PTHD promptly so that maintenance can be performed in a timely manner.
- F. Instances of serious abuse or misuse of the unit by the Tenant, or failure by the Tenant to provide basic routine maintenance may result in termination of the rental agreement.
- G. An inspection may result in mandatory routine maintenance being required of a Tenant.
- H. If routine maintenance is required, the Maintenance Director will provide a written report to Resident Services and a plan of action will be developed between PTHD and the Tenant listing specific maintenance actions needed and target dates.
- I. If routine maintenance is required and a plan of action is developed, PTHD will follow up with subsequent inspections on dates specified in the plan for Maintenance to monitor necessary compliance by the Tenant and will provide a written report to Resident Services.

SECTION IX. INSPECTIONS

- A. All units in the Low-Income Rental Program are subject to the inspection requirements of this Section.

- B. Tenants are obligated under this Policy to participate in pre-occupancy, annual, pre-move out and final move out inspections. Failure of a Tenant to participate in the required inspections may result in termination of the Tenant's rental agreement.
1. *Pre-Occupancy Inspections:* Prior to the move in or no later than the date of occupancy, the Tenant and PTHD will conduct a pre-occupancy inspection to document the existing condition of the home. The pre-occupancy inspection will become part of the Tenant's file and will be used for future reference, should the rental agreement be terminated.
 2. *Annual Inspections:* PTHD will conduct an inspection of each unit at least once annually, and more often if deemed necessary to ensure that such unit is being properly used and maintained. The annual inspection also documents the condition of the home and Maintenance provides a written report for the Tenant's file and provides PTHD with a basis for providing counseling on home use or routine maintenance.
 3. *Inspections During First Year of Occupancy.* During a Tenant's first year of occupancy of a Unit, PTHD will conduct inspections as needed, as determined at PTHD's discretion, but not less than once every three months.
 4. *Pre-Move Out Inspection:* The pre-move out inspection is scheduled at the time the Tenant gives PTHD a thirty (30) day notice of intent to move out and terminate their rental agreement. The pre-move out inspection is conducted to provide the Tenant with assistance in maintenance items that are required to be repaired/replaced or cleaned prior to the Tenant vacating the unit. PTHD will perform an inspection of the premises whenever it takes action to terminate a rental agreement. The premises may be inspected prior to the Tenant moving out.
 5. *Final Move-Out Inspection:* The final move-out inspection documents the condition of the unit at the time PTHD regains possession of the unit. Any items needing repair or replacement beyond "normal wear and tear", or cleaning will be documented for the PTHD file.

- D. *Decent, Safe and Sanitary Conditions:* Notwithstanding any other provision of this Policy, PTHD has the right and obligation to make inspections of a home at any time, with prior notification to the Tenant and owner, if PTHD has reason to believe that part of the interior or exterior of the home is not maintained in a decent, safe, clean and sanitary condition. Notification will be in writing giving the Tenant and owner at least 2 days prior notice of the inspection.
- E. PTHD shall have the right to enter the unit without prior notice to Tenant if PTHD reasonably believes that an emergency exists which requires entrance.

SECTION X. USE OF THE RENTAL UNIT

- A. The Low Income Rental Housing Program unit is to remain the Tenant's principal place of residence during the term of the rental agreement for at (principal residence). (include procedure on written notification to be provided) Use of a Low-Income Rental Program unit for purposes other than Tenant's principal residence will result in termination of the Tenant's eligibility for and participation in the Low-Income Rental Program.
- B. *Pets:* Please see Section XIV.F of the PTHD Eligibility, Admissions, and Occupancy Policy for PTHD's policy on pets in low rent units (incorporated herein by reference in its entirety).
- C. Tenant may not make any modifications or alterations to the unit. If Tenant makes modifications without PTHD's written approval, such modifications must be removed at Tenant's expense. If PTHD removes the modifications, the cost of such removal will be immediately due and owing by Tenant to PTHD.
- D. Tenant shall not erect any aerial, antenna or TV dishes on the exterior of the Premises without written permission of PTHD. Tenant will not install or have installed any additional wiring on the exterior or interior of the unit for telephones, televisions or any other electrical appliances without the express permission of PTHD.

Electrical or communications equipment of any kind that interferes with neighboring Tenants are not allowed.

- E. Tenant may use only tacks, nails, screws or other fasteners on the walls that are specifically designed for hanging pictures and other decor. A reasonable number per wall is acceptable.
- F. Tenant may not install any window brackets or rods or additional locks on any of the interior or exterior doors. Tenant may not re-key any of the locks. Tenant may have keys provided by PTHD duplicated by a licensed locksmith, but all keys must be given to PTHD if Tenant vacates the unit.

SECTION XI. COUNSELING

- A. Each Tenant is required to participate and cooperate fully in all official pre-occupancy counseling and counseling during occupancy activities. Failure, without good cause, to participate in the counseling program or comply with a financial plan shall result in termination of the Tenant's eligibility for and participation in the Low-Income Rental Program, and termination of Tenant's rental agreement.
- B. *Pre-Occupancy Counseling:* The pre-occupancy counseling session takes place prior to execution of the rental agreement. This session informs the applicant of Low-Income Rental Program requirements and procedures plus instructions on the proper use of appliances and equipment. Specifically, the rental agreement is reviewed and PTHD will answer any questions to ensure that the Tenant realizes and understands his/her responsibilities.
- C. *Counseling During Occupancy:* Counseling during occupancy includes one-on-one or group sessions on program requirements, use, maintenance, and budget and financial counseling.
 - 1. Program counseling ensures that the Tenants are fully aware of their responsibilities under the Program. The Program is reviewed with the Tenant with PTHD available to answer any questions.
 - 2. Use and maintenance counseling, including instructions on proper use of appliances and equipment, is provided to the Tenant at their request and/or when it becomes

evident that a Tenant is not properly using or maintaining the home.

3. Tenant will be required to attend budget and financial counseling. Such counseling attempts to provide realistic budget and financial advice within the Tenant's income and required expenditures.

SECTION XII. PROGRAM VIOLATIONS

A. Tenants commit a Program violation by:

1. Failing to submit requested verification in a timely manner.
2. Failing to provide verification of social security numbers.
3. Failing to complete recertification.
4. Failing to report changes in income and/or assets of household members within ten (10) business days of the change taking place.
5. Vacating the unit in violation of the rental agreement or this Policy.
6. Failing to use or maintain the unit as required under this Policy and under the rental agreement.
7. Conducting themselves personally or permitting members of the household or any guests or any other persons under their control to conduct themselves in a manner that:
 - a. Is criminal activity.
 - b. Is in Violation of the Drug and Alcohol Policy; including drug-related criminal activity;
 - c. Is disruptive of their neighbors' right to "quiet enjoyment" of their homes;
 - d. Is activity that threatens the health and safety of, or right to peaceful enjoyment by, other residents or employees of PTHD;

- e. Is activity that threatens the health and safety of, or right to peaceful enjoyment by, persons residing in the immediate vicinity of the Premises;
 - f. Is gang-related activity (as such activity is defined in the Puyallup Tribal Code and/or by PTHD regulations or policies).
- 8. Failing to make payments required under the rental agreement.
 - 9. Failing to abide by the terms and conditions of the rental agreement.
 - 10. Violating other PTHD Policies, including but not limited to the PTHD Drug and Alcohol Policies.
- B. Tenants commit a Fraudulent Crime Violation by:
- 1. Knowingly omitting income or assets of self or household members.
 - 2. Knowingly under reporting income or assets of self or household members.
 - 3. Transferring income or assets to obtain or retain false eligibility.
 - 4. Overstating deductions, allowances or expenses.
 - 5. Using a false identity or false social security number.
 - 6. Using false documents.
 - 7. Falsifying the number of household members, etc.

SECTION XIII. OPPORTUNITY FOR CORRECTIVE ACTION

- A. Program violations and fraudulent crime violations are grounds for termination and eviction of the Tenant. However, at PTHD's sole discretion, if the circumstances warrant, PTHD may provide Tenant an opportunity to take corrective action consistent with this Section.

- B. When the PTHD becomes aware of a violation(s) and determines that it is appropriate to provide Tenant an opportunity to take corrective action, PTHD shall notify the Tenant of the violation in writing.
- C. If possible, PTHD will work with the Tenant jointly to develop a work plan to correct the violations. The PTHD will also provide counseling as appropriate and provide an opportunity for an informal hearing on the matter as appropriate.
- D. If corrections are not possible or if the circumstances do not warrant permitting Tenant opportunity to correct, the PTHD may proceed directly to termination of the rental agreement as provided in this Policy, the rental agreement, and the Puyallup Tribal Housing Code, Subchapters 6 and 7.

SECTION XIV. GROUNDS FOR TERMINATION OF RENTAL AGREEMENT

- A. PTHD may terminate the rental agreement of a Tenant in the Low-Income Rental Program for any "program violation" or "fraudulent crime violation" as defined in this Policy or in the Eligibility, Admissions, and Occupancy Policy.
- B. Criminal Activity, Disturbance of Peaceful Enjoyment, Threats to Health and Safety. PTHD may terminate the rental agreement of a Tenant in the Low-Income Rental Program if Tenant, any member of Tenant's household, and any guests or other persons under Tenant's control engage in any of the following activities:
 - 1. Violence or any criminal activity, including drug-related criminal activity, whether on or off the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802));
 - 2. Activity that threatens the health and safety of, or right to peaceful enjoyment by, other residents or employees of PTHD;
 - 3. Activity that threatens the health and safety of, or right to peaceful enjoyment by, other tenants; or

4. Gang-related activity (as such activity is defined in the Puyallup Tribal Code and/or by PTHD regulations or policies).

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

- C. PTHD may terminate the rental agreement of a Tenant in the Low-Income Rental Program if Tenant fails to properly maintain the unit.
- D. PTHD may terminate the rental agreement of a Tenant in the Low-Income Rental Program if Tenant fails to make timely payment of monthly rent or other charges as set out in Section XIX.C of the Eligibility, Admissions, and Occupancy Policy. (
- E. PTHD may terminate the rental agreement of a Tenant in the Low-Income Rental Program for non payment for costs for damages or services which have been due for thirty (30) calendar days or more.
- F. PTHD may terminate the rental agreement of a Tenant in the Low-Income Rental Program if Tenant, any members of Tenant's household, any of Tenant's guests, and any other persons under Tenant's control fail to comply with the provisions of the PTHD Resident Alcohol and Drug Policies
- G. PTHD may terminate the rental agreement of a Tenant in the Low-Income Rental Program if Tenant for any serious or repeated violation of the rental agreement, this Policy, or any other applicable PTHD policies, Puyallup Tribal law or regulations.
- I. The PTHD shall terminate the rental agreement of a tenant in the Low-Income Rental Program for repeated violations of the Rental Agreement after being given two opportunities for corrective action. The third violation incident shall be grounds for termination.
- J. PTHD may terminate the Rental Agreement of a Tenant in the Low-Income Rental Program if the Tenant's household

composition changes so it no longer meets the PTHD definition of "Indian family."

SECTION XV. PROCEDURES FOR TERMINATION AND EVICTION

- A. When PTHD has determined that there is cause to terminate the rental agreement and evict Tenant, PTHD shall give written notice to Tenant that the rental agreement has been terminated, and that Tenant must come into compliance or quit the Premises according to the provisions of this Section. Such notice shall be called "Termination Notice."
- B. The Termination Notice shall be addressed to Tenant and shall state the reasons(s) for termination of the tenancy and the date by which Tenant is required to comply or quit possession of the unit. The Termination Notice shall inform Tenant of Tenant's right to make such reply as Tenant wishes, and of Tenant's right to request a hearing in accordance with PTHD's grievance procedures.
- C. If the termination is for a reason that by its nature is a threat to other Tenants, neighbors, or PTHD employees (including, but not limited to, engaging in criminal activity [including drug-related criminal activity], engaging in behavior that threatens public health and safety, or engaging in gang-related activity), the Termination Notice need not provide any opportunity to come into compliance, but may simply inform Tenant that the rental agreement is terminated and that Tenant must quit the premises by the specified date.
- D. Time Requirements for Termination Notice. The Termination Notice must be delivered within the following periods of time:
 1. No less than seven (7) calendar days prior to the date to comply or quit specified in the notice for any failure to pay rent or other payments required by the rental agreement or this Policy.
 2. No less than three (3) calendar days prior to the date to comply or quit specified in the notice for nuisance, serious injury to property, criminal activity (including drug-related criminal activity), gang-related activity, or injury to persons.

3. In situations in which there is an emergency, such as a fire or condition making the Premises unsafe or uninhabitable, or in situations involving an imminent or serious threat to public health or safety, the notice may be made in a period of time which is reasonable, given the situation.
 4. No less than fourteen (14) calendar days prior to the date to comply or quit specified in the notice in all other situations.
- E. Personal Delivery of Termination Notice. The Termination Notice shall be in writing, and it must be personally delivered to Tenant, to another adult living in the unit, or to an adult agent or employee of Tenant, with a copy mailed to Tenant by certified mail. Delivery must be made by an adult person (18) years or older.
- F. Alternative Methods of Delivery if Personal Delivery Not Possible. If the Termination Notice cannot be given by means of personal delivery, or if Tenant cannot be found, the Termination Notice may be delivered by means of:
1. Certified mail, return receipt requested, to the last known address of Tenant; or
 2. Securely taping a copy of the Termination Notice to the main entry door of the unit in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the unit, including a Tribal office, public store, or other commonly frequented place and by sending a copy first class mail, postage prepaid, addressed to Tenant at the unit.
- G. Vacating Unit Upon Termination. Immediately upon the termination of the rental agreement becoming effective (whether Termination was by Tenant or PTHD), Tenant shall quietly and peaceably remove Tenant's household and property from the Premises and surrender possession thereof and the equipment and furnishings therein, in the condition as leased, reasonable wear and tear excepted. All amounts owed PTHD by Tenant shall immediately become due and payable. In the event that Tenant does not vacate the premises or leaves owing money to PTHD, PTHD may institute legal proceeding to force eviction and collect any funds owing and Tenant shall pay any legal costs, including court

costs and attorney fees, if PTHD prevails in any legal proceeding.

- H. Removal of Furniture and Other Personal Property. All furniture, household goods, and/or other personal property of Tenant or Tenant's household remaining in or on the Premises for a period of time longer than five (5) days after removal of Tenant from the Premises shall, unless otherwise provided by law, be deemed to have been abandoned by Tenant without the basis of formal legal process, unless the situation then existing indicates otherwise. Tenant's personal property shall be stored by PTHD for least thirty (30) days, either on the Premises or at another suitable location. In order to reclaim the personal property, Tenant shall pay the reasonable costs of its removal and storage. If Tenant does not pay such costs within thirty (30) days, PTHD is authorized to sell the property in order to recover these costs. Upon request by Tenant, PTHD shall provide the pertinent information concerning the sale, including the time, date and location. Any proceeds from the sale in excess of the storage and removal costs shall be remitted to the former occupants. If Tenant has not given PTHD a new address, Tenant shall have a period of one year to contact PTHD to claim such net proceeds, at which time the proceeds shall become the absolute property of PTHD.
- I. With respect to any notice of eviction or termination pursuant to this Policy, notwithstanding any State, local or Tribal law, Tenant shall be informed of the opportunity, prior to any hearing or trial, to examine any relevant documents, records, or regulations directly related to the eviction or termination.
- J. If Tenant does not vacate the unit as required under the Termination Notice by the time specified in the notice, PTHD will file an eviction action in the Puyallup Tribal Court to forcibly evict Tenant from the unit.
- K. Prior to filing an eviction action in the Puyallup Tribal Court, the PTHD may conduct a formal or informal procedure of forbearance with the Tenant, at the discretion of the PTHD.

SECTION XVI. NOTICE OF VACANCY; ABANDONMENT OF UNIT

- A. The Tenant is responsible to provide the PTHD with a thirty (30) day written notice of his or her intent to terminate the rental agreement.
- B. At the close of the thirty day period, the Tenant must vacate the unit. No later than ten (10) days after the date the termination of the rental agreement goes into effect Tenant (1) must remove all possessions from the unit and (2) return all keys for the unit to PTHD. Any possessions left in the unit after the ten (10) days has expired will be removed and stored by PTHD, and the costs of such storage and removal will be charged to Tenant. If the Tenant does not redeem the possessions within thirty (30) days, the possessions will become the property of PTHD and may be disposed of by PTHD at its discretion. If the Tenant does not return the keys within the ten (10) day period, PTHD will re-key the locks to the unit, and Tenant will be charged the cost of such re-keying.
- C. Tenant must also clean the premises and leave it in the same condition as upon initiation of the rental (except for normal wear and tear). Tenant will be charged clean-up costs if this is not done.
- D. Tenant must also return the keys to the premises and keys to the mailbox to PTHD. Failure to do so will result in charge to change locks and keys as set out in Section III.M.11 of the PTHD Maintenance Policy.
- E. Upon receipt of the Notice, the PTHD will schedule a pre-move-out inspection, which will allow the Tenant to provide needed repairs or replacements, if any, prior to vacating the unit.
- F. If a Tenant vacates the unit without notice, the PTHD shall take the following actions.
- G. A 10-Day Abandonment Notice will be sent to the Tenant by regular and certified mail informing them that they have 10 days to respond.
- H. The rental agreement will be considered void as of the day the PTHD discovers the abandonment.
- I. The PTHD will retake possession as provided in the applicable provisions of the Puyallup Tribal Housing Code, and immediately inspect the unit to determine if repairs are necessary. The Tenant will remain subject to the

obligations of the rental agreement. This includes the obligation to make monthly rents until the PTHD can terminate the rental agreement in writing. Notice of the termination will be communicated to the extent feasible.

- J. If repairs are necessary, the Tenant will be responsible for all costs of those repairs. A copy of the charges will be forwarded to the last known address of the Tenant.
- K. If adequate rent arrangements are not made by the Tenant, the PTHD shall bypass any forbearance procedures and file a claim in the Puyallup Court against the Tenant for rent and/or damages.

SECTION XVII. LEAVING WITH A DELIQUENCY

- A. Tenants with terminated rental agreements that have debt balances (including fees) will be processed through court proceedings for small claims if a payback agreement with the Tenant cannot be executed or successfully followed.
- B. Tenants with terminated rental agreements that have debt balances with any Indian Tribal Housing Authority will not receive future housing assistance from the PTHD until those debts have been paid in full.
- C. The PTHD will charge all costs incurred in the collection of debts to the Tenant through the Tenant's account.
- D. Upon vacating the unit, the Tenants will be responsible for the costs of all necessary repairs to place the unit in satisfactory condition for the next Tenant.
- E. Upon failure of a Tenant to fulfill his or her maintenance obligations, the PTHD will perform the required maintenance and charge the Tenant's accounts accordingly.

SECTION XVIII. MISCELLANEOUS

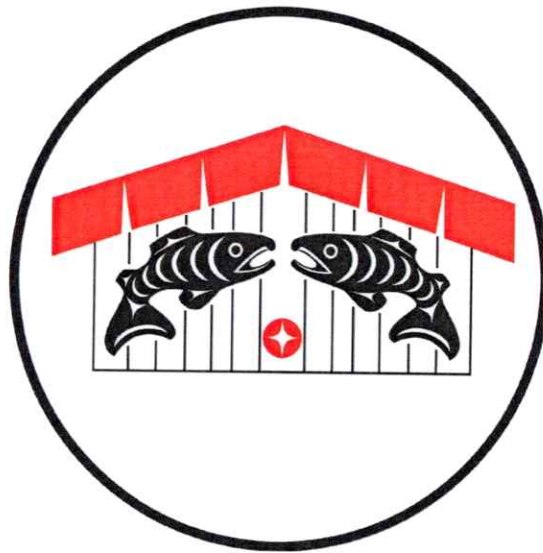
- A. The PTHD shall carry all insurance required by NAHASDA and the applicable NAHASDA regulations, including fire and extended coverage insurance upon the unit.
- B. In the event a unit is damaged or destroyed by fire or other casualty:

1. The PTHD shall use the insurance proceeds to have the unit repaired or rebuilt unless there is good reason for not doing so.
2. In the event the PTHD determines that the unit should not be repaired or rebuilt, the PTHD shall assist the resident Tenant as follows:
 - a. Place the Tenant in another available unit without terminating the rental agreement;
 - b. Offer the resident Tenant a rental assistance certificate; or
- C. If the final determination is that the home should be repaired or rebuilt, Tenant will be required to vacate the unit. PTHD will endeavor to provide alternate housing to Tenant until such time as the unit is repaired or rebuilt.
- D. In the event of termination of a rental agreement because of damage or destruction of the unit, or if the unit must be vacated during the repair period, the PTHD will use its best efforts to assist in relocating the Tenant. If the unit must be vacated during the repair period, required monthly payments shall be suspended during the vacancy period.

Puyallup Tribal Housing Department
Methamphetamine Contamination Testing Policy

Adopted: May 5, 2019,

Revised: July 17, 2020



Puyallup Tribal Housing Department

Methamphetamine Contamination Testing Policy

Purpose

This policy and its related procedures are adopted to address the illegal manufacture, use or possession of methamphetamine (meth) in all units owned or managed by the Puyallup Tribal Housing Department (PTHD). The PTHD seeks to ensure that all families occupying and moving into its units have a safe and sanitary living environment.

Contamination caused by manufacturing methamphetamine, or by smoking, injecting, or snorting meth, is a major health concern within the boundaries of the Puyallup Tribe of Indians. Use or manufacture of meth by Tenants (as that term is defined below), or others in places where people live, sleep, eat or work can leave the premises severely contaminated with dangerous levels of toxic poisons and chemicals. Where there has been use or manufacture of meth in a PTHD unit, the unit often needs to be decontaminated or remediated to levels safe for occupancy. This policy governs both the rights of Tenants and the circumstances under which PTHD may enter a unit to test for evidence of meth use or manufacture. This policy establishes PTHD policies for the following: grounds and procedures for testing units for meth use or contamination; consequences for Tenants whose units test positive for meth contamination, and Tenant obligations for testing, cleanup, and other costs and damages.

Section I – Definitions

1. "Puyallup Tribal Housing Department units" ("PTHD units") mean all housing owned or managed by the PTHD, including Low Income Units NE Apartments/Townhomes, NE Long House (Phase I & II), Great View Townhomes, Waller Road Elders Community, HOPA Homes, Rental Homes, Yakama House (AKA Sandy House) and any other future development managed by the PTHD, including both rental and homebuyer units.
2. "Composite Testing" means the process used to check for the presence of meth residue. The composite or "grab sample" will be a collection from four different areas of the unit.
3. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession of a controlled substance, whether on or off PTHD premises and includes offenses for which only a civil penalty may be assessed. "Drug-related criminal 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 PTHD premises or rental assistance premises, or such an individual being under the influence of a controlled substance while on PTHD premises or rental assistance premises.
4. "Guests" is any person, other than the Tenant, in or around a dwelling unit with the permission and consent of the Tenant.

5. "Tenant" is the lessee(s), sublessee(s), homebuyer or person(s) entitled under a lease, purchase agreement or lease/purchase agreement, HOPA, rental agreement, etc., to occupy a PTHD unit to the exclusion of others.

Section II – Addendum

All Tenants of PTHD units will be required to sign an addendum to their lease or other agreement expressly authorizing the PTHD and its employees, agents or contractors to conduct composite testing for the presence of meth residue as follows:

1. During annual PTHD inspections of the units; and
2. Immediately following a Tenant moving out of a PTHD unit after termination or expiration of Tenant's lease, and, at PTHD's discretion, immediately prior to a Tenant moving into a PTHD unit.
3. Upon reasonable suspicion as set forth in Section 4 of this Policy.

Failure of a Tenant to sign the required lease agreement addendum and consent to the composite meth testing as set forth above shall be deemed a violation of this Policy and may constitute grounds for termination of the Tenant's lease and eviction.

Section III – Transfer

Tenants who request to transfer to another PTHD unit will be required, prior to approval of the transfer, to submit their current unit to composite testing for the presence of methamphetamine residue. Refusal to allow such testing will result in denial of the request for transfer. A positive test for methamphetamine residue will be handled under the procedures set out in Section 6, below.

Section IV – Reasonable Suspicion Testing

This section sets out the circumstances that shall expressly establish reasonable suspicion to conduct meth testing of a PTHD unit. This section does not supersede, rescind or modify the PTHD policy on Inspections and right to enter (Eligibility, Admission, and Occupancy Policy, Section XVII, Inspections), and meth testing of a unit may also be authorized pursuant to the foregoing PTHD policy. The PTHD has the authority to enter any PTHD unit to test for meth use/manufacturing under any of the following

1. There has been documented drug-related or alcohol-related criminal activity, whether on or off PTHD premises.
2. There have been one or more incidents involving inebriation of PTHD premises or rental assistance premises.
3. There has been use of methamphetamine, as indicated by a positive drug test for methamphetamine.

4. The PTHD unit has been searched pursuant to a search warrant issued by a court of a competent jurisdiction and illegal controlled substances or drug paraphernalia were found in the unit during that search.
5. Observations by a PTHD employee, including but not limited to housing maintenance staff or employees whose duties include protection of public health and safety, which would cause a reasonable person to believe that meth use or manufacturing activities have taken place in the unit. By way of illustration only, and without intending to be exhaustive, some examples of such observations include but are not limited to strong chemical odors or toxic fumes, installation of fans and blowers, windows open and fans operating in cold weather, suspicious traffic to or from the unit, dead spots or burned areas in the grass and vegetation caused by the dumping of toxic materials, a great deal of trash which contains unusual items, extensive or unusual security measures.
6. A conviction or plea of no contest involving the Tenant or guest in the unit on any drug-related offense in any court of competent jurisdiction, provided that the investigation that supported the drug offense charge indicates that the drug-related criminal activity involved the presence of meth use or manufacture in the PTHD unit.
7. A Tenant of a PTHD unit may at any time request testing to be done if the Tenant suspects use by any occupant, guest or trespasser.

The basis for a "reasonable suspicion" determination should be documented in writing by a PTHD staff person and supported by the corroboration of a supervisor or person of authority on the PTHD staff, whenever feasible.

Section V – Unit Methamphetamine Testing Procedures

The Tribe is adopting the Washington State threshold standard for meth contamination, which is 1.5 mgs/100 cm square. If the test result for a PTHD unit is below this standard shall the unit shall be deemed safe for habitation, but if any of the test results for a unit are above this safe habitation standard, the PTHD unit shall be deemed contaminated and unsafe for habitation.

All preliminary composite testing shall be done by a trained staff or a certified testing contractor. A Composite test consists of field-sampling four different areas of the unit at the discretion of the maintenance staff. All composite testing samples will be sent to a certified meth testing laboratory for confirmation. When the presence of meth contamination is confirmed, the level of contamination will be documented by the laboratory report. This level will determine the extent of remediation needed to return the unit to a level safe for habitation.

1. Based on the current information regarding the health risks associated with meth residue, PTHD has determined that when there is a meth test indicating that a PTHD unit is contaminated and unsafe for habitation, the Tenant must vacate the PTHD unit and the unit must be decontaminated of such residue prior to residents being allowed to move back in.
2. Prior to a Tenant moving in (which can be satisfied by testing after the prior Tenant vacates), each PTHD unit will be tested for meth to establish a baseline demonstrating that the unit is safe for habitation. A positive result prior to move-in will require PTHD to delay the Tenant move-in while the unit is decontaminated in pursuant to the residue clean-up procedures set forth in this policy.
3. If a PTHD unit is already occupied but no prior test has been conducted to establish a non-detect baseline demonstrating that the unit is safe for habitation, and the annual inspection meth test result indicates that the unit is contaminated and unsafe for habitation, the Tenant will be required to vacate the unit while the unit is decontaminated in pursuant to the residue clean-up procedures set forth in this policy. The Tenant will be permitted to move back into the unit after the completion of the decontamination process, unless other corroborating evidence demonstrates, to PTHD's satisfaction, that the meth contamination occurred as a result of the current Tenant's activities, or the activities of the members of the current Tenant's household or guests, in which case PTHD will automatically trigger eviction proceedings and proceed with the mutual termination agreement and eviction proceedings set for in Section VII of this policy or, for Tenants participating in the homebuyer or rental assistance programs, terminate the Tenant's homebuyer or rental assistance program agreement. By way of illustration only, and without intending to be exhaustive, some examples of such corroboration include but are not limited to: the examples of observations described in Section IV(5), above; positive tests for methamphetamine residue on personal property in the unit.
4. If a PTHD unit is already occupied and a prior a non-detect baseline demonstrating that the unit is safe for habitation was established prior to the current Tenant moving in, and the annual inspection meth test result indicates that the unit is contaminated and unsafe for habitation, the Tenant will be required to vacate the unit immediately and PTHD will trigger automatic eviction proceedings and proceed with the mutual termination agreement and eviction proceedings set for in Section VII of this policy or, for Tenants participating in the homebuyer or rental assistance programs, terminate the Tenant's homebuyer or rental assistance program agreement..

5. If a meth test result conducted immediately after a Tenant moves out indicates that the unit is contaminated and unsafe for habitation, and a non-detect baseline demonstrating that the unit was safe for habitation was established prior to the date that the vacating Tenant moved in, PTHD will notify the vacating Tenant of the positive test result and document the Tenant's violation of the PTHD Drug and Alcohol Policies and the Tenant shall be subject to the renewal and reapplication conditions set forth in Section VIII of this Policy. PTHD will also assess the decontamination costs against the vacating Tenant.
6. All testing results, whether positive or negative, will be documented, and PTHD will securely maintain the test results in accordance with applicable law and policy.
7. The Tenant is responsible to pay for the testing and remediation costs if a test result is positive for meth above the safe habitation standard if a non-detect baseline demonstrating that the unit was safe for habitation was established prior to the date that the Tenant moved into the unit.

Section VI – Drug Residue Clean-Up Procedures

1. If a PTHD unit tests positive for meth above the safe habitation standard, the PTHD or a contractor with the necessary professional expertise shall clean up and decontaminate the unit according to protocols to be adopted or approved by PTHD. Such protocols must be in writing and must comply with all applicable laws and regulations for such work, observe all requisite safety regulations, and provide for the preservation of evidence of contamination.
2. If a unit tests for methamphetamine contamination that is below the 1.5 ug/100 cm² threshold, PTHD will follow the recommendations of its methamphetamine remediation contractor as to the steps to take to decontaminate the unit, if any. Such decontamination shall be at the cost of the Tenant if it is deemed to be their responsibility.
3. PTHD staff will not be permitted to enter a unit contaminated above the 1.5 ug/100 cm² threshold unless accompanied by, following all safety instructions of, and under the supervision of a methamphetamine remediation contractor for the purposes of facilitating such remediation.
4. Once the PTHD unit is vacated by the household, PTHD will board up the dwelling unit and restrict access until remediation is completed and the unit tests free of contamination. PTHD shall post a statement on the entrance to the unit stating that the unit has tested positive for methamphetamine contamination and that access is restricted. The Tenant will only be permitted to access the unit with the permission of PTHD and under the supervision of PTHD staff.

Section VII – Mutual Termination Agreements & Eviction Proceedings

1. A Mutual Lease Termination Agreement will be provided to the Tenant if the meth test results reveal a level of contamination exceeding the safe habitation standards. In that Agreement, the Tenant and the PTHD shall agree on a date by which the Tenant must vacate and surrender the unit to PTHD in order to avoid the commencement of court eviction proceedings. The Mutual Lease Termination Agreement shall be presented to the Tenant at the same time a copy of the certified laboratory meth test results are provided to the Tenant.
2. If the Tenant does not agree to sign the Mutual Lease Termination Agreement, the Tenant shall be served with a lease violation/termination notice and a notice to quit.
3. PTHD may file a complaint for unlawful detainer if the Tenant fails to vacate the premises as required in the lease violation/termination notice and notice to quit. The complaint will include a concise statement of the relief sought by PTHD, including eviction of the Tenant, restoration of the unit to the possession of the Housing Department, an award for rent due to the date of eviction, and an award of damages incurred by PTHD for meth testing, laboratory fees, decontamination of the unit, materials, labor for remediation, dumping fees, and any other damage to the unit caused by the Tenant. The Housing Department may also seek an award of costs incurred in bringing the action, including attorney's fees.
4. The PTHD Housing Committee may, in its sole discretion, forebear the eviction of a Tenant in accordance with the authority set forth in Section VIII of the PTHD Drug and Alcohol Policy.

Section VIII – Renewal or Reapplication of the Tenant for Housing

Any Tenant (including members of that Tenant's household) who has been evicted from a PTHD unit, or signed a mutual termination agreement, on the grounds of meth contamination that exceeds the safe habitation standard may be eligible to reapply for PTHD assistance if and when each and every one of the conditions set forth below have been satisfied and the Tenant is not deemed ineligible on the basis of any other PTHD policies, including but not limited to the Drug and Alcohol Policies.

1. No less than three years have passed since the date that the Tenant was evicted or moved out of the contaminated unit.
2. The applicant must prove that he or she has received treatment for chemical dependency, abuse or addiction through a certified treatment facility. If the applicant was previously evicted because a member of the applicant's household used meth in the unit, but not the applicant, applicant will need to demonstrate that the member of the household received such treatment.

3. The applicant has demonstrated that he or she is law-abiding and has no convictions other than minor traffic violations since the Tenant was evicted or moved out of the contaminated unit.
4. The applicant must have a referral letter from a certified Substance Use Disorder Coordinator, stating that he or she has the confidence and knowledge that the applicant is rehabilitated, that the applicant has fulfilled all the requirements of an outpatient program and/or other related treatment programs.
5. The applicant must have paid all unpaid rent that accrued prior to being evicted or moving out of the contaminated unit, and the Tenant must have paid all other restitution and damages order by a court.

Upon satisfaction of each of the foregoing requirements, including submission of all required documents, the applicant will be required to complete an application for housing and will be placed on the housing waiting list. The PTHD Housing Committee may, in its sole discretion, waive the ineligibility of an applicant in accordance with the authority set forth in Section VI of the PTHD Drug and Alcohol Policy.

Section IX – Policy Updates and Revisions

This section provides for an annual review of this policy to ensure that this policy is updated on an annual basis due to changes in laws, HUD rules and regulations, and Tribal Ordinances. Any changes or amendments to this policy must have Tribal Council approval.

ACKNOWLEDGEMENT

I, _____ acknowledge that I am the Tenant residing in a unit located at: _____ that is owned or managed by the PTHD on the Puyallup Tribe of Indians reservation. I further acknowledge that I have read and understand the foregoing PTHD "Methamphetamine Contamination Testing Policy." I understand the consequences for me if I choose to violate this policy.

Tenant: _____

Date: _____

Co-Tenant: _____

Date: _____

PTHD Director

Date: _____



Puyallup Tribal Housing Department

"A Drug & Alcohol-Free Housing Program"



CONSENT, RELEASE, AND INDEMNIFICATION RETRIEVE BELONGINGS IN UNIT TESTING **POSITIVE FOR THE PRESENCE OF METHAMPHETAMINE**

I, _____, reside in a dwelling unit and real property owned and managed by the Puyallup Tribal Housing Department ("PTHD"), located at the following address: **2806 E. Portland Ave. Suite 200 Tacoma, WA 98404**. ("Premises"). I understand that the PTHD has tested the Premises and that the Premises tested positive for the presence of methamphetamine residue. I understand that since the test shows the presence of methamphetamine residue, the Premises may not be safe for human habitation, that the PTHD will have to decontaminate the Premises, and that I will be required to vacate the Premises during the time it is being decontaminated.

I understand that methamphetamine is a hazardous substance and that exposure to methamphetamine presents potential health and safety risks. I understand that my personal property and belongings may be contaminated with methamphetamine.

I have requested the PTHD to allow me to access the Premises to retrieve certain personal belongings on the following terms and conditions.

1. I hereby agree to and hereby do indemnify, hold harmless and forever release, acquit and discharge from any legal, financial, or other liability the PTHD and PTHD's trustees, staff, agents, or instructors and all individuals assisting with the activities at the PTHD, including but not limited to all their respective officers, agents, consultants, and employees (collectively the "indemnitees"), from any liability, claims, demands, damages, court costs or attorney fees, actions and causes of action whatsoever arising out of or relating to any loss or damage to any personal property belonging to me or any member of my household, whether caused by the negligence of any or all of the Indemnitees or otherwise, while I am permitted access to the Premises or while in, on or upon the Premises.
2. It is my express intent that this indemnification and release of liability shall bind the members of my family and spouse if I am alive, and my heirs, assigns, and personal representative, if I am deceased, and shall be deemed as a 'release, Waiver, Discharge and Covenant Not to Sue any or all of the Indemnitees.
3. I am fully aware of the risks and hazards of being on the Premises. I am fully aware of the risks and hazards associated with being on the Premises. I hereby elect to voluntarily enter upon the above-named Premises and engage in activities knowing that conditions may be hazardous or may become hazardous or dangerous to me, members of my household, and my property. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, which members of my household or me may sustain, or any loss or damage to property owned by me or any member of my household.
4. If I or any member of my household who plans to access the Premises has any health or medical concerns now or before I enter the Premises, I agree to discuss them with the relevant medical practitioner before accessing the Premises.
5. Nothing in this Release shall be construed or interpreted to relinquish the sovereign immunity of the PTHD or the Puyallup Indian Tribe.

CONSENT, RELEASE, AND INDEMNIFICATION
Page 1 of 2

2806 E. Portland Ave, Ste. #200, Tacoma, WA 98404-1844, 253-573-7956, fax 253-680-5986

In signing this CONSENT, RELEASE, AND INDEMNIFICATION, I acknowledge and represent that:

1. I have read the preceding CONSENT, RELEASE, and INDEMNIFICATION, understand it and sign it voluntarily as my own free act and deed:
2. No oral representation, statements, or inducements, apart from the foregoing written CONSENT, RELEASE, and INDEMNIFICATION, have been made.
3. I am the Parent or Legal Guardian of any child who will enter the Premises with me or under my control, and I am fully competent to execute this CONSENT, RELEASE, and INDEMNIFICATION on said child's behalf; and
4. I execute consideration, which I acknowledge receipt of, fully intending to be bound by same.

This CONSENT, RELEASE, AND INDEMNIFICATION is valid for one year from the date below.

Dated this _____ day of _____, 20____

Printed Name Head of Household

Signature Head of Household

NOTARY

I hereby witness that the above-signed came before me this _____ day of _____, 20____, and swore that the above information was accurate.

Print Name

Notary Public of Washington, Pierce County

My Commission Expires

CONSENT, RELEASE, AND INDEMNIFICATION
Page 2 of 2

Puyallup Tribal Housing Authority
Resident Drug and Alcohol Policies

Adopted: April 5, 2007
Revised: September 18, 2009
Revised: August 26, 2010

SECTION I. PURPOSE

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

SECTION II. APPLICABILITY

This policy applies to all PTHA programs, all PTHA premises (rental or homebuyer units), and to all rental assistance premises, wherever situated. All drug and alcohol testing conducted under this policy shall be conducted by a firm selected by PTHA for that purpose, and all such testing shall be "observed" testing, meaning that the person submitting to the test shall be observed in the act of providing the sample.

SECTION III. DEFINITIONS

- A. "PTHA" means the Puyallup Tribal Housing Authority."
- B. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession of a controlled substance, whether on or off PTHA premises, and includes offenses for which only a civil penalty may be assessed. "Drug-related criminal 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 PTHA premises or rental assistance premises, or such an individual being under the influence of a controlled substance while on PTHA premises or rental assistance premises.

- C. "Controlled substance" is 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 marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP). A copy of the schedules of controlled substances as of April 1, 2006, is attached hereto. Any modifications to such schedules shall be considered to be a modification of this policy.
- D. "PTHA premises" includes all housing units, whether rental or homebuyer, all common areas, all administrative areas and all lands, buildings and grounds owned by or leased to the PTHA or any homebuyer under any PTHA housing program.
- E. "Incident involving alcohol inebriation" shall include, but not be limited to, alcohol-related disturbances such as disruptive gatherings at which alcohol is present or persons are inebriated, or domestic disputes in which alcohol is a factor.
- F. "Alcohol-related criminal activity" shall include, but not be limited to, the sale or distribution of alcohol to a minor and other alcohol-related activities, whether on or off PTHA premises, which are illegal under tribal, state or federal law.
- G. "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.

SECTION IV. MANDATORY DRUG AND ALCOHOL TESTING

- A. Applicants and New Residents. Drug and alcohol testing shall be required of the following persons:

1. Every applicant for PTHA housing;
 2. Every individual who is eighteen years of age or older who will be living with the applicant;
 3. Every individual who is eighteen years of age or older and who joins an established household living in housing assisted by the PTHA.
- B. Transfers. Drug and/or alcohol testing shall be required of the persons described in Paragraph (A) when any one or more persons in an existing PTHA household applies for transfer to a PTHA program other than the program in which the household is currently participating.
- C. Annual Recertification. Each member of every household receiving benefits from PTHA who is 18 years of age or older will be required to submit to a drug test within 60 days of the annual recertification. The procedure for the drug test is as follows: at some point during the 60 day period, the date to be chosen at PTHA's sole discretion, PTHA will provide 24 hours notice to the household that the drug test will be taken of all members of the household 18 years of age or older.
- D. Reasonable Suspicion.
1. Drug and/or alcohol testing may be required of any homebuyer, tenant or person participating in the rental assistance program, and any other person living with such a PTHA program participant, where the PTHA has reasonable suspicion to believe that such individual is or has been engaging in --
 - a. drug-related or alcohol-related criminal activity, whether on or off PTHA premises; or
 - b. one or more incidents involving alcohol inebriation on PTHA premises or rental assistance 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 alcohol or drugs. Such observations and conclusions should be documented in writing by a PTHA staff person and supported by the corroboration of a supervisor or person of authority on the PTHA staff, whenever feasible.
3. The PTHA will obtain the written concurrence of one of the following persons before requiring an individual to take a drug or alcohol test based on reasonable suspicion:
 - a. legal counsel for the PTHA,
 - b. legal counsel for the Tribe,
 - c. the Tribal prosecutor or a deputy or associate prosecutor for the Tribe, or
 - d. a judge of the Puyallup Tribal Court.
- E. Both the timing of the testing and the specific tests to be required shall be at the sole discretion of the PTHA.
- F. 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.
- G. Any person with a verified concentration of alcohol of .08 or higher shall be considered to have engaged in an incident involving alcohol inebriation during the term of the tenancy of the homebuyer, tenant or rental assistance participant.
- H. The drug testing provisions of this section IV shall not be applied to any person 55 years of age or older. PTHA shall not require any person 55 years of age or older to take a drug test.

SECTION V. INELIGIBILITY

The following persons shall be ineligible for admission to any PTHA program for a three-year period and ineligible to reside in PTHA housing for a three-year period:

A. Prior Drug or Alcohol-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 section 8 or other housing voucher or rental assistance program, or whose homebuyer, lease agreement, section 8 agreement or rental assistance agreement with any Tribe, Tribally Designated Housing Entity or any public housing authority has been terminated because of --
 - a. A drug-related or alcohol-related criminal activity; or
 - b. An incident involving alcohol inebriation.
2. Any person who has been convicted in any jurisdiction of an offense (including levy of a civil assessment) because of -
 - a. A drug-related criminal activity; or
 - b. An incident involving drug-related criminal activity.
3. Ineligibility under this Paragraph (A) shall begin on the date of such eviction, termination, conviction, or completion of any criminal sentence, whichever is latest.

B. Refused or Positive Drug or Alcohol Test.

1. Any person who is required to take the drug and alcohol tests 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. Any person who has engaged in an incident involving alcohol inebriation during the tenancy of the homebuyer, tenant or rental assistance participant, as provided in Section IV(F).
4. Ineligibility under this Paragraph (B) shall begin on the date that the drug or alcohol 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 PTHA participant, who has engaged in a drug-related or alcohol-related criminal activity, whether on or off PTHA premises or rental assistance premises, on the basis of evidence deemed adequate by the PTHA.
2. Any homebuyer, tenant or rental assistance participant, or any other person living with such a PTHA participant, who has engaged in an incident involving alcohol inebriation on PTHA premises or rental assistance premises, on the basis of evidence deemed adequate by the PTHA.
3. A resident, visitor, or guest who is removed from PTHA premises or rental assistance premises under this Policy, other than temporary removal, by a homebuyer, tenant or rental assistance participant.
4. Ineligibility under this Paragraph (C) shall begin on the date of such activity, incident or removal.

SECTION VI. WAIVER OF INELIGIBILITY

- A. The Board of Commissioners of the PTHA may waive the ineligibility of any person who is ineligible for admission to or participation in a PTHA program if:

1. The person demonstrates successful completion of a supervised drug or alcohol rehabilitation program approved by the PTHA, 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 or alcohol 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.
- D. The Board of Commissioners by separate resolution or board action may delegate the authority to waive the ineligibility for admission to any one or more of its members, consistent with paragraphs (A)-(C) of this Section, to the Executive Director of the PTHA, to any other suitable employee of the PTHA or to any combination of the foregoing.

SECTION VII. EVICTIION OR TERMINATION

- A. Eviction - Tenants. 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 or alcohol-related criminal activity, whether on or off PTHA premises;
 2. The tenant, or any member of tenant's household, any visitor or any guest, or other person under tenant's control, engaged in an incident involving alcohol inebriation on PTHA premises;

3. The tenant or a member of tenant's household failed or refused to take any test or tests required under this policy.
4. The tenant or a member of tenant's household is otherwise ineligible under Section V of 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 or alcohol-related criminal activity, whether on or off PTHA premises or rental assistance premises.
2. The participant, or any member of the participant's household, any visitor or any guest, or other person under the participant's control, engaged in an incident involving alcohol inebriation on PTHA premises or rental assistance premises.
3. The participant or a member of participant's household failed or refused to take any test or tests required under this policy.
4. The participant or a member of participant's household is otherwise ineligible under Section V of this Policy.

SECTION VIII. FORBEARANCE REGARDING EVICTION OR TERMINATION

- A. The Board of Commissioners may, in its sole discretion, forbear in 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 or alcohol rehabilitation program approved by the PTHA, 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 or alcohol use is no longer in the household; or
 3. The Board of Commissioners 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 any other requirements the Board of Commissioners, at its sole discretion, may impose, including but not limited to periodic alcohol and/or drug tests or other tests; or
 4. The person is participating in a supervised drug or alcohol rehabilitation program approved by the PTHA and continues in full compliance with such program and any required follow-up treatment plan or other requirements, and the person completes or agrees to complete any other requirements imposed by the Board of Commissioners, including but not limited to periodic alcohol and/or drug tests or other tests; or
 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.
- D. The Board of Commissioners by separate resolution or board action may delegate the authority to forebear regarding eviction or termination to any one or more of its members, members consistent with paragraphs (A)-(C) of this Section,

to the Executive Director of the PTHA, to any other suitable employee of the PTHA or to any combination of the foregoing.

SECTION IX. GRIEVANCES

- A. Except as specified in the paragraph (B), any grievance arising under this policy shall be resolved in accordance with the applicable grievance procedures for PTHA.
- B. There shall be no right to a hearing other than a court hearing in the case of an eviction or termination where there is an allegation regarding the manufacture, sale or distribution of a controlled substance on PTHA premises or where there is an allegation of the sale or distribution of alcohol to a minor child on PTHA premises; except that the Board of Commissioners, at its sole discretion may provide a hearing to any such person who requests a hearing.

SECTION X. 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 lock and key and be in the custody and control of the PTHA Executive Director or his or her designee for such records;
 - 4. Accessed only with the written permission of the PTHA Executive 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 or of the alcohol-related offense specified 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 PTHA programs or be subject to eviction or termination from a PTHA rental, homebuyer or rental assistance unit.

D. Other Requirements

Any applicant for PTHA housing (including applicants for transfer to another PTHA 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.

Puyallup Tribal Housing Department
Risky Structures Disallowed, and PTHD Disclaimer of Liability Policy

Adopted: August 10, 2020

Revised: _____

Puyallup Tribal Housing Department

Risky Structures Disallowed and Disclaimer Of Liability Policy

Purpose

This *Risky Structures Disallowed and PTHD Disclaimer of Liability Policy* ("Policy") was developed and adopted by the Puyallup Tribal Housing Department ("PTHD") in response to numerous requests from Rental Tenants or Homebuyers to install or use a Risky Structure. The foregoing list of items is intended to be illustrative only, and is not intended to be all-inclusive.

Installation or use of Risky Structures is inherently risky. Risky Structures may cause serious injury, including permanent disability and death. Further, social and economic losses might result not only from Rental Tenants' or Homebuyers' actions, inactions or negligence, but the actions, inactions or negligence of others, or the condition of the premises or of any Risky Structures installed or used, and there may be other risks not known or not reasonably foreseeable.

This Policy applies to any such Risky Structure currently in place, or to any such Risky Structures that are hereinafter installed.

Section I – Definitions.

1. "Puyallup Tribal Housing Department Unit" ("PTHD Unit") mean all premises and housing owned or managed by the PTHD, including but not limited to Low Income Units NE Apartments/Townhomes, NE Long House (Phase I & II), Great View Townhomes, Waller Road Elders Community, HOPA Homes, Rental Homes, Yakama House (AKA Sandy House) and any other future development managed by the PTHD, including both rental and homebuyer units.
2. "Homebuyer" means a person(s) who has executed a purchase or lease-purchase agreement with PTHD (including but not limited to a Mutual Help and Occupancy Agreement or a Housing Opportunity Program Agreement), and who has not yet achieved homeownership.
3. "Rental Tenant" means all lessees, sublessees, or persons entitled under a lease, rental agreement, Low-Income Rental Program, etc., to occupy a PTHD Unit to the exclusion of others.
4. "Risky Structures" means any equipment, structures, or other items that has an inherent risk of causing harm or damage to individuals or their property. This includes but is not limited to: trampolines, bouncy houses, zip lines, swimming pools, playground structures or equipment, sweatshouses, smokehouses, etc.

Section II – Rental Tenants.

1. PTHD hereby prohibits the installation or use of Risky Structures on any PTHD Unit, without exception, because of the inherent risks, described above.
2. Installing or use of such Risky Structures will be considered a violation of the Rental Program and rental lease.
3. If a Rental Tenant installs or uses Risky Structures, he or she thereby assumes all risk and liability resulting from the installation or use of such Risky Structures, including but not limited to serious injury, permanent disability and death, and social and economic losses resulting from Rental

Tenant's actions, inactions, or negligence, as well as all other risks not known or not reasonably foreseeable.

4. If a Rental Tenant installs or uses such Risky Structures, he or she thereby further assumes all risk and liability resulting from the actions, inactions, or negligence of others, or the condition of the premises or Risky Structures, as well as all other risks not known or not reasonably foreseeable.
5. PTHD bears no liability or responsibility for any harm or damage resulting from or arising out of Rental Tenant's installation or use of such Risky Structures.
6. Rental Tenant shall indemnify PTHD for any and all claims brought against PTHD for all liability or responsibility for any harm or damage resulting from or arising out of Rental Tenant's installation or use of such Risky Structures.

Section III – Participants in PTHD Homebuyer Programs.

1. PTHD **does not authorize** the installation or use of Risky Structures on any PTHD Unit, or otherwise used for the PTHD Homebuyer Program, because of the inherent risks, described above.
2. If a Homebuyer installs or uses Risky Structures, he or she thereby assumes all risk and liability resulting from the installation or use of such Risky Structures, including but not limited to serious injury, permanent disability and death, and social and economic losses resulting from Homebuyer's actions, inactions or negligence, as well as all other risks not known or not reasonably foreseeable.
3. If a Homebuyer installs or uses such Risky Structures, he or she thereby further assumes all risk and liability resulting from the actions, inactions or negligence of others, or the condition of the premises or Risky Structures, as well as all other risks not known or not reasonably foreseeable.
4. PTHD bears no liability or responsibility for any harm or damage resulting from or arising out of Homebuyer's installation or use of such Risky Structures.
5. Homebuyer shall indemnify PTHD for any and all claims brought against PTHD for all liability or responsibility for any harm or damage resulting from or arising out of Homebuyer's installation or use of such Risky Structures.
6. If any such Risky Structures are installed or used, Homebuyer must obtain insurance coverage specifically for such Structures prior to installation or use. Homebuyer must provide documentation of proof of insurance to PTHD within 14 days of obtaining such coverage.

Section IV – Policy Updates and Revisions

This section provides for annual review of this policy to ensure that this policy is updated on an annual basis due to changes in laws, HUD rules and regulations, and Tribal Ordinances. Any changes or amendments to this policy must have Tribal Council approval.

ACKNOWLEDGEMENT

I, _____, acknowledge that I am the tenant/Homebuyer residing in a unit located at: _____ that is owned or managed by the PTHD on the

Puyallup Tribe of Indians reservation. I further acknowledge that I have read and understand the foregoing PTHD "Risky Structures Disallowed and Disclaimer Of Liability Policy." I understand the consequences for me if I choose to violate this policy.

Tenant: _____

Date: _____

Co-Tenant: _____

Date: _____

Date: _____

PTHD Director

SECTION I. PURPOSE

- A. The purpose of this Tenant/Homebuyer File Maintenance Policy is to set out the procedures and standards for the maintenance of Tenant/Homebuyer and PTHA program applicant files by the Puyallup Tribal Housing Authority ("PTHA").
- B. This Policy covers all files and documents maintained by PTHA on each tenant, homebuyer, other program participant, or program applicant for whom PTHA is providing housing-related services. In this Policy, the term Tenant/Homebuyer File will refer to all files maintained by PTHA for tenants, homebuyers, participants in any PTHA programs, and applicants for PTHA programs, except where the Policy specifically discusses a particular type of file.
- C. Tenant/Homebuyer File records are critical pieces of source documentation, perhaps the critical source documentation, used as evidence to support determinations and conclusions in all areas of applications, program participation, and occupancy monitoring. The Tenant/Homebuyer file records must be complete and contain all information and forms relevant to application, program participation, occupancy, and termination.

SECTION II. DEFINITIONS

As used in the Policy, the following terms shall have the following definitions. If a term used in this Policy is not defined in this section, its definition shall be the standard dictionary definition for that term.

- A. "Authorized user" shall mean a person who is authorized pursuant to the standards and procedures set out in this Policy to access a Tenant/Homebuyer File.
- B. "Destruction of files" shall mean the complete destruction of all information in the file, whether paper hard copy or electronic, so that the information cannot be read or reconstructed. For hard copy paper file information, destruction shall involve the shredding or burning of the documents. For electronic documents, destruction shall

involve complete erasure all information from any and all electronic sources of storage for such information.

- C. "Homebuyer" shall mean any person or family who has entered into an agreement with PTHA to purchase property from PTHA, whether such agreement is a contract for sale, a Mutual Help and Occupancy Agreement, or any other kind of purchase, lease-purchase, or mortgage sale agreement. This term shall also include any person or family who is receiving any form of homebuyer or homeownership assistance from PTHA while purchasing property from another party.
- D. "Need to Know" shall mean a person has a need to access certain information in a Tenant/Homebuyer file in order to perform his or her official duties.
- E. "Program Applicant" shall mean any person or family that applies for any program offered by PTHA.
- F. "Tenant/Homebuyer File" shall mean all files maintained by PTHA for tenants, homebuyers, and program applicants, except where the Policy specifically discusses a specific type of file.
- G. "Tenant" shall mean any person or family who is renting property from PTHA for their residence and any person or family who is receiving any form of rental assistance from PTHA while renting property from another landlord.

SECTION III. GENERAL PROVISIONS

- A. PTHA shall maintain a file for each tenant and homebuyer, and for each program applicant. Such files shall be kept as a hard copy paper file unless the Executive Director (with concurrence of HUD and PTHA legal counsel) authorizes such files to be kept exclusively in electronic form.
- B. Separate files are to be kept for each tenant, homebuyer, and program applicant for (1) credit report information, (2) for urinalysis test results, and (3) for criminal records information, which shall be maintained pursuant to the requirements set out at Section VII of this Policy.

- C. The PTHA Executive Director shall be the official custodian of records for the Tenant/Homebuyer Files well as for the criminal records information files. The Executive Director will be responsible for overseeing custody, maintenance, release, and disposal of such files pursuant to this Policy.
- D. Adherence to this Policy by all PTHA staff is mandatory, since PTHA relies on these records for several important purposes:
 - 1. These records are relied upon by PTHA in carrying out its day to day operations.
 - 2. These records are necessary for HUD grant compliance monitoring as well as for PTHA's self-monitoring.
 - 3. Tenants, Homebuyers, and program applicants all expect to have a complete file containing all the relevant information, and to have that information kept confidential.
 - 4. The information in these files may be relied on for compliance actions in Tribal Court.
- E. All Tenant/Homebuyer File records shall be and remain the property of PTHA.

SECTION IV. DOCUMENTS TO BE KEPT IN TENANT/HOMEBUYER FILES

- A. PTHA staff shall maintain the following documents in all Tenant/Homebuyer Files. Criminal records information will be maintained in a separate file pursuant to the NAHASDA Regulations at 24 CFR 1000.150, 152, and 154, as well as Section VII of this Policy.
- B. **Application/Household Information**
 - 1. Pre-application/application (must be dated as to when received).
 - 2. Screening information/forms.

3. Verification/certification of social security numbers.
4. Citizenship declaration/immigration status (all family members).
5. Eligible Non-citizen Verification & SAVE verification (if applicable)
6. Preference verification, if applicable.
7. Eligibility verification documents.
8. Verification of age as required.
9. Documentation of tribal enrollment status.
10. Any applicable consent or acknowledgement forms.
11. Family Composition Summary Sheet - required at move-in and when a change in family composition has occurred.
12. Any other relevant household or application documentation.

C. Lease/Homebuyer Agreement/Program Agreement

1. An executed, dated copy of the Lease, Homebuyer Agreement or applicable program agreement. (Must be signed and dated on or before the effective date).
2. Amendments/addendums/agreements modifying the Lease, Homebuyer Agreement or applicable program agreement.
3. PTHA policies, rules and regulations acknowledgement.
4. Pet rules & acknowledgement (if applicable).
5. Pet deposit receipt (if applicable).
6. Security deposit receipt (if applicable).
7. Move-in inspection report.

8. Any other documents relevant to the lease, homebuyer agreement, or other program agreement.

D. Certification/Recertification

1. Initial, interim, and annual recertifications.
2. Recertification notices.
3. Verifications for income, assets, and deductions, as well as family composition.
4. Payment plans, if applicable.
5. Any other documentation relevant to certification or recertification.

E. Inspections

1. Inspection reports.
2. Notices of inspection.
3. Any correspondence related to inspections.
4. Reports regarding maintenance of issues identified in inspections.
5. Any other documentation relevant to inspections.

F. Tenant/Homebuyer/Program Participant Correspondence

1. All correspondence both issued to, and/or received from, tenant(s).
2. Notes of any in-person or telephonic communication with tenant/homebuyer/program participant by PTHA staff.
3. Documentation of any complaints received regarding tenant/homebuyer/program participant. If the complainant wishes to remain anonymous, the complainant's name must be fully redacted.

4. Any follow-up taking by PTHA staff and tenant/homebuyer/program participant with regard to any complaints.
5. Any other documentation relevant to communications between PTHA and the tenant/homebuyer/program participant.

G. Compliance and Enforcement

1. Documentation of warnings regarding non-compliance and any response to same.
2. Records of payments made to PTHA by tenant/homebuyer/program participant (can be kept electronically).
3. Notice of Default and Termination.
4. Notice to Quit.
5. Affidavits of Service.
6. Payback or other last chance agreements, or any amendments to lease/homebuyer agreement/program agreement if executed to avoid termination.
7. Court documents filed in eviction case.
8. Any other documents relevant to compliance and enforcement.

H. Move-Out

1. The current Tenant/Homebuyer file will become the move-out file upon termination and move out. In addition to the above items, the move-out files must contain the following.
2. Copy of the intent to vacate notice, if any, received from the tenant/homebuyer/program participant.
3. Move-out inspection report.

4. Copy of the security deposit disposition notice provided to the tenant/homebuyer/program participant (if applicable).
5. Documents supporting retaining all or a portion of the security deposit.
6. Special claims and supporting documentation.
7. Documentation of any personal property left in the unit after move-out and documentation of disposition of said property.
8. Any other documents relevant to a move-out.

I. Application/Reject files

1. Application.
2. Documentation to support the reason(s) for rejecting, such as documentation regarding lack of eligibility, screening information from previous landlords, personal references, credit reports, criminal activity, failure to declare citizenship or provide social security numbers, and refusal to sign consent forms.
3. Copy of the written notice of rejection sent to the applicant.
4. Any information or letters regarding appeals by applicants.
5. Any other documents relevant to a rejected application.

SECTION V. PLACING DOCUMENTS IN FILES

- A. PTHA staff shall place any document that is required to be placed in a Tenant/Homebuyer File at or near the time such document is created or received by PTHA.
- B. Documents that are to be placed in a Tenant/Homebuyer File may not be kept in locations separate from the

Tenant/Homebuyer File, such as on staff desks or in separate file folders.

- C. If a file document is needed for a working copy, a copy shall be made of the file document and the original shall be replaced in the file. The PTHA staff member will be responsible for maintaining the confidentiality of the working copy, and shall destroy the copy or place it in the file (as dictated by the situation) as soon as that staff member is done working with the copy.

SECTION VI. ACCESS TO TENANT/HOMEBUYER FILES

- A. Tenants, homebuyers, and program applicants have an expectation that the information kept in their Tenant/Homebuyer Files will be kept confidential and will be accessed only by Authorized Users on a need to know basis, or otherwise with the tenant's, homebuyer's, or applicant's express written authorization.
- B. Tenant/Homebuyer files maintained by PTHA shall not be accessed or reviewed by any person who is not an Authorized User pursuant to this Policy.
- C. The following persons are deemed Authorized Users pursuant to this Policy:
 - 1. The Executive Director of PTHA.
 - 2. The PTHA resident services staff person with responsibility for working with the tenant, homebuyer, or program applicant whose information is kept in that file, on a need to know basis.
 - 3. Other staff of PTHA, but only with the authorization of the PTHA Executive Director.
 - 4. PTHA legal counsel, but only when authorized by the PTHA Executive Director. Documents accessed or reviewed by PTHA legal counsel shall be protected by attorney-client privilege from re-disclosure without PTHA's authorization.

5. The tenant, homebuyer, or program applicant.
 6. An attorney or other representative of the tenant, homebuyer, or program applicant, who has the written authorization from the tenant, homebuyer, or program applicant, subject to the procedures set out in subsection D of this Section. Such written authorization must be on the form provided by the PTHA, and must be notarized.
 7. An authorized staff person from another organization or agency that is providing services to the tenant, homebuyer, or program applicant for whom the file is kept, where such staff person has the written authorization of the tenant, homebuyer, or program applicant. Such written authorization must be on the form provided by the PTHA, and must be notarized.
 8. Authorized staff of the United States Department of Housing and Urban Development and the Comptroller General of the United States, and any of their authorized representatives, only on a need to know basis, only to the extent required by applicable law, and only for purposes authorized by applicable law.
- D. The tenant, homebuyer, or program applicant, an attorney or other representative, or an authorized staff person from another organization or agency that is providing services will be provided access according to the following procedures:
1. Providing access to the Tenant/Homebuyer files takes valuable staff time and resources, and must be arranged in advance. Persons walking into the PTHA offices and requesting or demanding to see a Tenant/Homebuyer File immediately will be informed of the procedures set out in this Section and will not be provided immediate access by PTHA staff.
 2. Attorneys, representatives, or staff from other agencies or organizations must have written authorization from the tenant, homebuyer, or program applicant to access the file, which authorization must

be on a form developed and approved for this use by PTHA.

3. Any request for access to the file, including by the Tenant/Homebuyer, must be submitted in writing to the PTHA Executive Director, and must be on a form developed and approved for this use by PTHA.
 4. The Executive Director or his/her designee will, within a reasonable amount of time, schedule a time and date for the person to come to the PTHA offices to review the file documents.
 5. If the person requesting access to the file is an attorney or tribal court spokesperson, upon submission of the written request to the PTHA Executive Director, that person will be directed to contact PTHA's legal counsel, who will clear the review of the file with the Executive Director prior to access being provided.
 6. If any of these authorized users would like copies of any documents in the Tenant/Homebuyer file, the request for copies will be accommodated and the copies will be provided in a reasonable amount of time. PTHA will charge a fee of fifty cents (\$0.50) per page for the staff time and material cost of making such copies.
- E. This section does not apply to the separate files to be kept for (1) credit report information, (2) for urinalysis test results, and (3) for criminal records information regarding tenants, homebuyers, and program applicants maintained by PTHA, which are governed by Section VII of this Policy.

SECTION VII. CREDIT REPORTS, URINALYSIS RESULTS, AND CRIMINAL RECORDS INFORMATION

- A. As required by section 208 of NAHASDA, the National Crime Information Center, police departments, and other law enforcement agencies are authorized to provide criminal conviction information to PTHA regarding tenants, homebuyers, and program applicants upon request. Such information shall be maintained consistent with the

requirements of the NAHASDA Regulations at 24 CFR 1000.150, 152, and 154.

- B. Criminal records information regarding juveniles shall not be released to any person.
- C. PTHA will keep all the criminal records information it receives from the official law enforcement agencies in files separate from all other housing records.
- E. PTHA will keep the credit report information it receives in files separate from all other housing records.
- F. PTHA will keep all urinalysis test results in files separate from all other housing records.
- G. PTHA shall use the information in the criminal records files, the credit report files, and/or the urinalysis results file only for applicant screening, lease/homebuyer agreement enforcement and eviction/foreclosure actions. The information may be disclosed only to any person who has a job related need for the information and who is an authorized officer, employee, or representative of PTHA.
- H. The credit report, criminal records, and urinalysis results files will be kept under lock and key and be under the custody and control of PTHA's Executive Director and/or his/her designee for such records.
- I. The credit report, criminal records, and urinalysis results files may only be accessed with the written permission of PTHA's Executive Director and/or his/her designee for such records and may only be used for the purposes set out in this Section.

SECTION VIII. FILE MANAGEMENT AND USE BY PTHA STAFF

- A. Only those PTHA staff with a need to know may access a Tenant/Homebuyer File.
- B. Tenant/Homebuyer Files will be maintained in a central filing area, in file cabinets expressly set aside for this purpose.

- C. For those files or file information maintained electronically, PTHA shall implement a system to protect such information against unauthorized access including security firewalls, password protected access and, if feasible, encryption of such electronic data.
- D. The file cabinets containing Tenant/Homebuyer files shall be protected from access by the general public or by anyone other than an Authorized User.
- E. PTHA shall maintain a check-in and check-out system for the Tenant/Homebuyer Files. When a PTHA staff person removes a Tenant/Homebuyer File from the main filing cabinet, he/she shall sign out on the log sheet for the file, and shall insert a card in the location in the file cabinet where the specific file is kept that shall indicate which PTHA staff person has the file.
- F. The PTHA staff person shall return the Tenant/Homebuyer File to the file cabinet after use.
- G. PTHA staff shall not leave any Tenant/Homebuyer Files on their desks or in their offices at the close of business. All files must be returned to the file cabinet at the end of the day.
- H. Tenant/Homebuyer Files, any information in such file, or any copies of any documents or other information in the file, may not be removed from the PTHA administrative offices for any purpose other than a judicial or administrative proceeding where information in the file will be required for evidence or for reference.

SECTION IX. THEFT, LOSS, INJURY OR DAMAGE TO FILE RECORDS

- A. No PTHA employee has, by virtue of his/her position, any personal or property interest in Tenant/Homebuyer files even though he/she may have drafted or helped develop or compile them.
- B. The unlawful destruction of Tenant/Homebuyer files or the documents contained therein, removal from files, and

personal use of such information is prohibited.

- C. Any individual who willfully and unlawfully purloins, alters, mutilates, destroys, conceals, or obliterates any Tenant/Homebuyer Files or the documents contained therein, except as required and authorized by this Policy, shall be guilty of theft, misrepresentation, or destruction of tribal property. The PTHA Executive Director shall investigate and, if necessary, proceed with appropriate disciplinary and/or appropriate civil or criminal actions.
- D. Any staff person who willfully and unlawfully steals, alters, mutilates, destroys, conceals, erases, obliterates, or falsifies any Tenant/Homebuyer files or the documents contained therein or who fraudulently appropriates to the person's own use or to the use of another person, or conceals with intent to appropriate to such use, any money, evidence of debt or other property entrusted to the person by virtue of the person's office, shall be considered to have committed an offense under the PTHA Personnel Policy and shall be subject to disciplinary action in addition to any criminal or civil penalty described above.
- E. Any person who shall knowingly procure or offer any false or forged instrument to be filed, registered, or recorded in the PTHA, as a genuine instrument, shall be guilty of defrauding PTHA for personal gain. Within a reasonable time the PTHA Executive Director shall investigate and, if necessary, proceed with appropriate disciplinary or appropriate civil or criminal actions.
- F. All staff of PTHA must notify his/her immediate supervisor if he/she learns of any offense described above, unless the offense has been committed by his/her immediate supervisor in which case the staff person must notify the Executive Director. Any staff person who knowingly fails to provide such notice shall be deemed insubordinate with the intent to conceal a wrongful conduct. Employees who violate this duty to notify shall be considered to have committed an offense under the PTHA Personnel Policy and shall be subject to disciplinary action in addition to any criminal or civil penalty described above.

- G. If Tenant/Homebuyer File information is stolen or is otherwise subject to unauthorized access, upon learning of such theft or unauthorized access, PTHA staff shall immediately notify the PTHA Executive Director or his/her designee.
- H. As soon as practicable after being informed of such theft or unauthorized access, the PTHA Executive Director or his/her designee shall notify the tenant(s), homebuyer(s), program participant(s) or program applicant(s) whose personal data was subject to such theft or unauthorized access. Such notice shall be in writing, shall inform the individual(s) of the personal information that has been or may have been compromised, shall advise the individual to contact the credit reporting agencies to assess whether the information may have been used for identify theft purposes, and shall advise the individual to report the theft to law enforcement.

SECTION X. RECORDS RETENTION AND DESTRUCTION

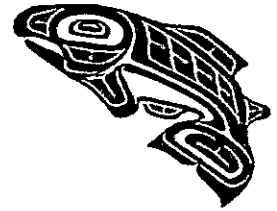
- A. Tenant/Homebuyer Files (which also, for the purposes of this Section, includes the criminal record information) shall be maintained and preserved in the PTHA offices for the end of the applicable period of time set out below:
 - 1. Program Applicants: For a period of three years after the date that the person or family is removed from any applicable waiting lists, if that person or family does not receive any services from PTHA.
 - 2. Tenants: For a period of three years after the date that the person or family vacates and surrenders possession of the leased premises.
 - 3. Homebuyers: For a period of three years after the date that the person or family, whichever date is applicable (if two or more of the dates below are applicable, then the latest date of those applicable):
 - i. The date the homebuyer vacates and surrenders possession of the premises to PTHA or other seller; or

- ii. The date the homebuyer has title to the premises fully and completely conveyed to him/her; or
 - iii. The date the homebuyer ceases receiving any homebuyer assistance; or
 - iv. The date the "useful life" period expires for the premises.
- B. Notwithstanding subsection A of this Section, a Tenant/Homebuyer file shall be maintained beyond the applicable period set out in that subsection if there is pending or ongoing litigation or an administrative proceeding involving PTHA that implicates the information in a Tenant/Homebuyer file, for so long as such litigation is pending and until all appeals are resolved or the timelines for such appeals have expired. PTHA staff shall consult with PTHA legal counsel regarding the applicability of this subsection to any particular file. Upon service of legal process (subpoena, summons or the like), or upon learning of an investigation or audit, or if a claim is made, whether formal or informal, or a dispute arises, the schedule for destroying the pertinent files shall be suspended and files related to the legal process, claim, dispute, investigation or audit shall not be destroyed until the matter is resolved and PTHA legal counsel advises PTHA in writing that destruction of the file would be appropriate.
- C. A Tenant/Homebuyer File shall be maintained for so long as there is a Tenant Account Receivable for that tenant.
- D. When the time period for maintaining and retaining a Tenant/Homebuyer file under subsections A, B, and C above has expired, that Tenant/Homebuyer file shall be destroyed.
- E. PTHA staff shall undertake an annual review of the PTHA Tenant/Homebuyer files to determine which files must be destroyed pursuant to this Policy. Staff shall provide a list of the Tenant/Homebuyer files that are required to be destroyed to the PTHA Executive Director, who shall authorize the files to be destroyed.

- F. Destruction of a file pursuant to this requirement shall not take place until the PTHA Executive Director is notified and has approved the destruction of the file.
- G. Once the PTHA Executive Director authorizes destruction of a file, it shall be the responsibility of the assigned staff person to cause such file to be destroyed promptly and effectively.
- H. It is the responsibility of the assigned staff person to insure that files that are to be destroyed are protected from unauthorized access during any destruction process. The primary purpose of such destruction shall be that of reducing the records to an illegible condition, under the following conditions:
 - 1. The prompt destruction of the file documents shall be insured, and the responsibility for such destruction shall continue to be that of the assigned staff person until accomplished.
 - 2. File documents shall not be kept in unattended and unprotected storage awaiting their destruction until destroyed or until possession has been transferred to a third-party that has been contracted to destroy the file documents. Any third party that has been contracted to destroy the file documents must have policies in place to ensure protection of confidentiality of the file documents until destroyed.
 - 3. Paper copies of file documents shall be destroyed by burning or shredding. Electronic copies shall be destroyed by erasure of the information in such a manner that it will not be able to read or accessed.



Puyallup Tribal Housing Authority
"A Drug & Alcohol free Housing Program"



Complaint Policy

1. A tenant or homebuyer who has a complaint regarding another tenant may state that complaint (orally, in person or by phone, or in writing) to PTHA staff. If the complaint involves something the PTHA has done or failed to do, the complainant shall follow the grievance procedure contained in Subchapter 9 of the Puyallup Tribal Housing Code. The PTHA staff who received the complaint shall: (1) document the complaint in writing and provide the written complaint to the Housing Director; (2) log the complaint into the complaint file, including the date, time and form of the complaint, either oral or writing; (3) within 10 business days of receiving the complaint, the Director, or his or her designee, shall respond in writing to the complainant; unless the complaint is anonymous; and (4) initiate the process described below.
2. The complaint must be responded to within ten business days after the PTHA receives the complaint. If the complaint cannot be resolved by staff, to the satisfaction of the complainant within ten business days of receiving a written response (unless the complaint is anonymous), the complainant may submit the complaint in writing to the Housing Board of Commissioners (BOC) within five business days.
3. The PTHA staff shall respond as directed by the BOC to the complainant about the complaint within ten business days of receiving direction in writing from the BOC. All decisions made by the BOC will be final and without appeal.
4. All responses, from the PTHA and the BOC shall be in writing and logged into the complaint file with the original complaint.

2806 E Portland Ave. * Tacoma, Washington 98404 * (253) 573-7956 * Fax: 572-9262

Puyallup Tribe Housing Department
Maintenance, Maintenance Charges, and Housing Standard
Policy

Adopted: August 26, 2010
Revised: August 14, 2013
Revised: August 14, 2014
Revised: July 17, 2020



SECTION I. INTRODUCTION AND OVERVIEW

- A. This Policy sets out the applicable requirements for maintenance of Premises owned and managed by the Puyallup Tribe Housing Department ("PTHD"). The PTHD administers a housing program that involves different types of housing Premises, each of which has certain specific maintenance requirements. General maintenance requirements and standards apply to all housing Premises administered by PNHA, as described in Section II below. Different, more specific, maintenance requirements apply to different types of Premises of PTHD, as described in the Sections that follow.
- B. For Rental Premises, PTHD shall conduct all ordinary and extraordinary maintenance, including replacement or repair of items required because of ordinary wear and tear on the Premises. Such maintenance shall be at the expense of PTHD. However, where maintenance is necessitated by Tenant neglect, misuse, or abuse, the costs of such maintenance shall be charged to the Tenant.
- C. For Mutual Help and HOPA (and any other homebuyer program) Premises, all routine and non-routine maintenance and repairs are the responsibility of the Homebuyer, unless certain parts, equipment and/or labor are covered under warranty. PTHD may carry out such maintenance at the request of the Homebuyer Tenant, and the costs thereof will be charged to the Homebuyer Tenant.
- D. In carrying out its maintenance requirements under this Policy, PTHD shall follow the standards set out in this Policy.

Section II. DEFINITIONS

For the purposes of this Policy, the following terms shall have the following meanings.

- A. "Director" shall mean the Director of PTHD.
- B. "Homebuyer Tenant" shall mean any Tenant who possesses and

occupies any Premises through any kind of Homebuyer Agreement.

- C. "Homebuyer Agreement" is a rent-to-own agreement between PTHD and a Homebuyer Tenant that authorizes Homebuyer Tenant to occupy and possess a Premises in exchange for payment of monthly rents, which sets out the terms and conditions of such occupancy and possession, and which provides Homebuyer Tenant with an opportunity to purchase the Premises outright from PTHD upon meeting certain conditions. Mutual Help Occupancy Agreement and Homeownership Opportunity Program Agreements are the two main examples of Homebuyer Agreements.
- D. "HOPA Homebuyer Tenant" shall mean any Tenant who possesses or occupies any Premises through a Homeownership Opportunity Program Agreement.
- E. "Maintenance Representative" shall mean an employee of PTHD charged with carrying out certain maintenance and inspection responsibilities.
- F. "MHOA Homebuyer Tenant" shall mean any Tenant who possesses or occupies any Premises through a Mutual Help Occupancy Agreement.
- G. "Premises" shall mean any dwelling unit (and the real property on which that unit is located) owned or managed by PTHD, whether a Rental or Homebuyer Premises.
- H. "Rental Agreement" is an agreement between PTHD and a Rental Tenant that authorizes Tenant to occupy and possess a Premises in exchange for payment of monthly rents, and which sets out the terms and conditions of such occupancy and possession.
- I. "Rental Tenant" shall mean any Tenant who possesses and occupies any Premises through a Rental Agreement that is not a Homebuyer Agreement.
- J. "Tenant" shall mean any person or persons who possess and occupy any Premises, whether through a Rental Agreement or Homebuyer Agreement.

SECTION III. GENERAL PROVISIONS

- A Access: The PTHD shall have access to the Premises to perform maintenance and repairs, inspect the Premises, supply necessary or agreed services, or show the Premises to prospective buyers or Tenants in accordance with the pre-determined maintenance schedule established in program regulations, the Tribal housing code, or the relevant Homebuyer or Rental Agreement. As this Policy provides, the PTHD has certain notice requirements associated with ordinary maintenance and/or regularly scheduled inspections. The PTHD retains full authority to enter the Premises on an emergency basis, with no notice whatsoever, in cases where necessary utilities (power, water, sanitation, other utilities) are shut down or functioning and PTHD must act to protect the health and safety of its property, or in any other emergency that PTHD reasonably determines could lead to immediate health, safety, or permanent damage to the Premises.
- B. New Construction: During construction of new Premises, PTHD will inspect the various phases of construction including the schematic review. The purpose is to standardize equipment and parts so the maintenance program monitors the warranty and maintain stock for replacement and/or repairs. Further, it will also eliminate the use of discontinued parts of the dwelling units which hinders the maintenance program in procuring replacements. This will assist and maintenance program in maintaining as-built specifications and drawing for the future references.
- C. Pets: No animals, including but not limited to pets, will be allowed within the Premises, unless written permission is granted by PTHD pursuant to certain exceptions for elders, individuals with disabilities with assistance animals, or as otherwise authorized under PTHD policies and regulations, as described more fully in PTHD's Pet Policy, located at Section XIV.F of the PTHD Eligibility, Admissions and Occupancy Policy. Violation of this requirement will result in a \$75.00 fine per day which shall continue to accrue each day until the violation is remedied. PTHD

- D. After September 1, 2010, and notwithstanding any other provision of this or any other policy, for new Rentals, MHOA contracts and HOPA Agreements, no dog commonly referred to as "dangerous breed" dogs as classified by the Insurance Information Institute shall be allowed, for both Rental Tenants and Homebuyer Tenants. This includes but may not be limited to pit bulls, Doberman pinschers, Rottweilers, wolf hybrids or mixes thereof. This breed exclusion does not apply to Renters with contracts signed prior to May 30, 2010, who already have such breeds under their Agreement prior to this date, who have been authorized to convert to Mutual Help status after May 30, 2010, and the breeds have no reported record of disturbances or damages, either to PTHD or Tribal Law Enforcement.
- E. Tenant shall make regular and proper disposition of trash and garbage, not display any signs, and not use the Premises for any illegal or immoral purposes.
- F. Tenant shall ensure proper and sufficient control of the conduct of all members of the household and guests while on the Premises.
- G. Tenant shall use reasonable care to keep the Premises in such condition as to prevent health or sanitation issues from arising.
- H. Tenant shall use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances which are part of the Premises, and the property of the PTHD, in a proper, safe, sanitary, and reasonable manner.
- I. Tenant shall abide by PTHD's policies and regulations as they currently exist and as they may be from time-to-time amended by PTHD.
- J. Inspections.
 - 1. Tenants shall permit a duly authorized agent, employee or representative of the PTHD to enter the Premises for the purpose of examining the condition thereof. Such

an entry may be made during reasonable hours after a forty-eight (48) hour advance notice in writing to Tenant of the date, time and purpose. PTHD shall also have the right to enter Tenant's Premises without prior notice to Tenant if PTHD reasonably believes that an emergency exists which requires entrance.

2. PTHD will inspect the Premises annually to ensure that it is properly used and that it is maintained in good condition. For new Tenants of the Premises, PTHD may, on a case by case basis, set up a monthly inspection for the first year of occupancy. The annual inspection shall also document the condition of the Premises for Tenant's file and provides PTHD with a basis for providing counseling on home use or routine maintenance.
 - i. An inspection may result in mandatory routine maintenance being required of Tenant on the Premises.
 - ii. If routine maintenance is required, a plan of action will be developed between PTHD and Tenant listing specific routine (maintenance actions needed and target dates.
 - iii. If routine maintenance is required and a plan of action was developed, PTHD will follow up with subsequent inspections on dates specified in the plan to assure necessary compliance by Tenant. If maintenance problems arise again or persist, in the determination of PTHD, PTHD may contact other tribal departments, including Social Services, in an effort to determine if a more substantial services plan of action is necessary to both preserve the condition of the Premises and also provide the Tenants sufficient intervention prior to any potential eviction proceedings.
 - iv. In the event of an emergency situation, unscheduled maintenance inspections may be conducted. Tenants may not receive advance notification in such cases. As indicated above under subsection (c), this may include coordination with the Law Enforcement, Child Protective Service, Social

Services, or other agencies which will have obtained approval from PTHD to be present for the emergency unscheduled inspection.

- v. Prior to the time Tenant moves in, PTHD and Tenant shall inspect the Premises and sign a written statement of its condition, known as the Move-In Inspection Report. Upon move-in, Tenant shall be given a copy of the Move-In Inspection Report to review and list any deficiency or damage not noted on the report.
- vi. Upon vacating, Tenant is responsible for inspecting the Premises with the PTHD. PTHD shall prepare a Move-Out Inspection Report, and this report will be used to compare with the Move-In Inspection Report as a basis for determining charges, if any, for which Tenant is responsible. If Tenant or his agent fails to appear for a scheduled final inspection, PTHD may conduct the inspection without Tenant, and Tenant agrees to accept the inspection conducted by PTHD.
- vii. The Move-Out Inspection Report and calculation of charges will be prepared as soon as practicable after the inspection is completed.
- viii. The cost of repairs needed that are not the result of normal wear and tear, or that are the result of Tenant failing to carry out maintenance responsibilities of the Tenant, will be charged to the Tenant. The cost to be charged to the Tenant shall be that amount of the cost to bring the Premises back to the habitable condition existing at the time Tenant initially took possession of the Premises or at the time PTHD carried out any rehabilitation (whether substantial or moderate), whichever is later.
- ix. The Maintenance Representative will determine the renovation work requirement and after completion, inform the Executive Director of the availability of the Premises. If the Premises is abandoned the cost to put Premises in good condition will be charged to the account of the vacated Tenant.

K. Housing Standards

In both construction of new dwelling and rehabilitation of existing ones whether the work is done by PTHD employees or outside contractors, certain acceptable standards of workmanship and health, and safety must be adhered to. In this regard, all work shall conform to international building codes (IBC), local building codes, and tribal building codes.

1. Goal of Housing Standards: PTHD is committed to providing "decent, safe, and sanitary" housing, with those resources available, follow income families at an affordable cost. To accomplish this, the following building code standards set forth basic housing quality minimum standards which all Premises must meet at the time of move-in and following any related scope of work requirements upon the completion of scheduled inspections. The minimum standards as set forth therein must provide for compliance to health and safety standards.

2. Minimum Standards

i. Sanitary Facilities: No leaking or clogged toilets, septic system (or connecting sewer line from house) and components including inspection port filter. If present, the conditions must be corrected. Septic tank pumping is to be performed as needed. Electrical pumps and controls are to be functioning properly.

ii. Food Preparation and Refuse Disposal: Refrigerator and range must be fully operational; each Premises has been assigned a garbage can or tote and is or will receive scheduled service. No garbage, trash, etc. is to accumulate on the Premises.

iii. Space and Security: No broken windows, access doors are to be secure, locks must function as intended.

iv. Thermal/Environmental: Adequate heat in the

Premises; baseboard, furnaces, wood or propane stoves are determined to be safe and functioning as expected.

- v. Illumination and Electricity: All outlets and switches work, switch plates are not missing. The dwelling as a Premises has functional electrical lighting from room to room. Porch lights and security lights, if present, are functional.
- vi. Structure and Materials: No severe foundation cracks causing misalignment of foundation or house; no evidence of structural rot or deterioration, including floors, walls and roofs. Insulation is adequate.
- vii. Interior Air Quality: There must be sufficient ventilation in the dwelling, either by window vents, bathroom and all house fans; sufficient height between door and floor to allow air circulation; proper home maintenance by residents to prevent mold and mildew.
- viii. Water Supply: Each dwelling is to have adequate water supply. Any wells to be tested or health and safety prior to initial occupancy and periodically potential problems are noted during periodic inspections. Supply lines dwelling to be free of any known leaks; water meter coffins to be evident on site, with functioning meters and proper covers.
- ix. Lead Based Paint: All HUD-assisted homes managed by PTHD (currently in our immediate service areas - Pierce County) were built after 1978 and lead paint is not present. Any non-HUD homes built prior to 1978 worked on by PTHD shall be inspected and tested for presence of possible lead based paint and corrected as a condition of any further work in such Premises under the procedures for testing and remediation as set forth in the EPA

Guidebook--the lead based paint pre-renovation education rule. This guidebook is available through PTHD construction/rehab staff and in the Director's file with this policy.

- x. Access: Each dwelling until shall be determined to have safe access from hazardous obstructions, such as severely cracked sidewalks, porches, hazardous trees, trash garbage around access/egress entrances to the home, and for new homes, windows conforming to fire code dimensions and distance from floors for reasonable exit.
- xi. Site, Sanitary Conditions and Neighborhood: The Premises and neighborhood shall be free of junk or in-operative vehicles, and there is to be no trash or garbage strewn about. Any active presence of rodents in or on a housing lot shall be addressed and corrective measures taken. Where young children are present, concern will be given to installing speed bumps, speed limit signs, stop signs and bus shelters when it is included in the IHA housing plan.
- xii. RVs, Trailers, Boats, Boat Trailers, and Tents: All recreation vehicles, camping trailers, camping tents, and similar structures or vehicles are prohibited from PTHD Rental and Homebuyer Premises without the specific and advance written permission of PTHD. Boats and boat trailers are prohibited unless they have a current, unexpired permit from the Tribe.
- xiii. Smoke Detectors and Carbon Monoxide Detectors: Smoke detectors and carbon monoxide detectors shall be placed in all homes and tested at scheduled times of inspections. Any inoperative detectors shall be made operative or replaced. Tenants are strictly prohibited from damaging, removing, or tampering with a smoke detector or carbon monoxide detector. If a Tenant removes,

tampers with or damages a smoke detector or carbon monoxide detector, he or she will be charged with the costs for replacement, as well as assessed a fine as determined at the sole discretion of PTHD.

- xiv. Interior Walls: Deterioration of walls or holes in walls that allow drafts or prevent proper insulation, or create safety or other health concerns shall be corrected. This especially refers to perimeter walls.
- xv. Interior Ceiling: Deterioration of ceiling or holes in ceiling that allow drafts, prevent proper insulation and are attributable to water leaks and create a safety or other health concern and shall be corrected.
- xvi. Interior Floors: Deterioration of floors resulting in hazardous "soft" spots due to water damage, rot or delaminating that will most likely get worse and that may cause and occupant to break through or trip, or similar deterioration under sinks, appliances or fixtures and shall be corrected. This may also apply to vinyl to the extent seams or wear area cause tripping hazards to occupants. This may not apply to "worn areas" in floors that do not present a clear safety hazard.
- xvii. Other Resources: Homes built with funder participants other than HUD may have certain standards that shall be maintained, involving special fixtures, access for disabled, special elders needs, energy efficiency, etc., including, for example, homes constructed under "Evergreen Sustainable Development Criteria." In these instances, these standards will also apply in addition to the above standards as part of compliance requirements of the particular funder.

L. Work Order Procedure

- 1. PTHD shall perform all required maintenance or repairs,

whether it is for Mutual Help Premises, HOPA Premises, or Rentals , through an approved Work Order. Tenants shall request a Work Order in person, or by phone or fax, and provide the following information: project number, unit number, name of head of household, and description of work to be performed. Completion of request for Work Order form will constitute permission by Tenant for PTHD to enter the Premises. PTHD will determine the status of the Work Order (emergency or routine). Once PTHD approves the request, then a maintenance person will be assigned to perform the work. Any emergency Work Orders must be immediately performed to prevent any injury or further damage. Emergencies will be determined by any condition, which may threaten the life, safety or health of the occupants or severely affect the immediate surroundings of the Premises. Assigned maintenance staff will report the labor hours plus material used on the forms provided.

2. Upon completion of inspection and review, the Work Order will be submitted to the Tenant. The Work Order charges must be paid by the Tenant no later than 30 days after receipt of the Work Order. Payments should be made to PTHD Resident Services.

M. Schedule of charges for type of work performed (these charges are subject to adjustment by PTHD from time-to-time at PTHD's discretion; such adjustments shall become effective upon being posted in the PTHD office):

The following charges shall be assessed on a pro-rated basis per PTHD staff person carrying out the work, with a minimum of one hour billed for any work that takes one hour or less to complete, and broken out into 15 minute increments for any amount of time over the first hour. **For example**, if two staff persons are required to carry out maintenance for 1 hour and fifteen minutes at \$25.00/hour, the charge would be \$62.50 (\$25.00 per hour per each person for the first hour, \$6.25 for the additional 15 minutes per each person).

1. Charges for extra painting, cleaning and wall paper

or decal removal charge: Where the need for painting all or part (including touch-up) of a Premises exists, due to abuse or neglect by the Tenant or guests, the Tenant or guests, the Tenant shall be charged for the share of the costs attributable to their acts at the current labor rate, including materials. In some cases of severe damage actual total cost shall be charged and justification attached to the Work Order.

2. Cleaning and Janitorial: Currently the set hourly rate is \$25.00 and may be reviewed to adjust annually.
3. Cleaning for Range/Refrigerator: Currently the set hourly rate is \$25.00 and may be reviewed and adjusted annually.
4. Extra Cleaning/Janitorial: This charge covers janitorial cleaning and /or preparation work necessitated by Tenant neglect and shall be based on the actual maintenance time involved at the current labor pay rate, but no less than \$25.00 per-hour.
5. Removal of Wallpaper/Decal: This charge shall be based on the actual time involved at the current labor pay rate, but not less than \$25.00 per hour.
6. Charge Scheduled for Glass Replacement: Window Glass replacement charges shall be based on the actual cost of the glass plus the cost of time involved at the current labor pay-rate, but no less than \$25.00 per hour.
7. Charges for Cleaning or Replacing Drapes: The charges for cleaning window covering shall be based on the actual cost. This also shall apply to replacement cost.
8. Charges for Damage to Dwelling Equipment (ranges, hot water tanks, refrigerators, baseboard heater(s) and heaters, etc.): Because of a great variety of replacement parts and variations in the extent of damages that are possible to dwelling equipment, this charge shall be based on the actual cost of the part (s)

needed for repair and the actual labor involved at the current staff maintenance pay rate, but not less than \$25.00 per hour.

9. Charges for Damage to Building and Fixtures: Since this cost cannot be standardized, the cost to repair the damage shall be based on direct material and labor cost involved at the current staff maintenance pay rate, but not less than \$25.00 per hour, this includes items such as glass replacement for light fixtures, floor tiles, holes in walls, etc.
10. Charges for Damage Caused by Pets or Assistance Animals: The charges for repairs resulting from damage caused by pets or assistance animals shall be based on the actual cost, including cost to replace items irreparably damaged.
11. Miscellaneous Specific Charges: In general this cost will be labor plus materials, with these specific examples of other miscellaneous charges:
 - i. Key Charge: In all instances when a key is lost and not returned at the time of vacating the unit, or where an additional key is requested, \$10.00 charge.
 - ii. Lock Out: In all instances where assistance is rendered after working hours. Charges shall be actual cost for time and material.
 - iii. Change Locks: On all occasions when requested by Tenant, or as a result of a failure to return keys, charge will be the actual cost of new lock core(s) or re-keying plus actual labor cost, but no less than \$25.00 per-hour. Provided, however, that for each successive occasion where the same Tenant has lost or failed to return keys, PTHD will charge an additional and increased amount as an administrative fee. These charges and costs will be assessed prior to beginning the work.

- iv. Toilet Stoppage: Instances where Tenant is responsible actual cost of replacing any parts plus actual labor cost, but no less than \$25.00 per-hour. (Note - if PTHD staff is required to work where toilet has over-flowed, Tenant shall clean surrounding area first).
- v. Flush Tank Lid: All cases where Tenant responsible for breakage. Charge: cost shall be the actual cost plus labor at current pay-rate, but no less than \$25.00 per-hour.
- vi. Sink, Tub, or Basin Stoppage: All cases where Tenant is responsible. Charge: cost shall be the actual cost plus labor at current pay-rate, but no less than \$25.00 per-hour.
- vii. Cleaning Furnace: All cases where this must be done due to Tenant neglect. PTHD will charge the actual cost incurred by PTHD for cleaning.
- viii. Cleaning Yards: All cases where this must be done due to Tenant neglect. Charges shall include actual time involved at current labor pay-rate, but no less than \$25.00 per hour.
- ix. Lawn Mowing: Whenever an able-bodied Tenant does not cut and rake grass and the work must be done by the PTHD at the rate of \$25.00 per-hour, plus \$5.00 fuel charge. (Does not apply to elders or disabled when activities are included in the Indian Housing Plan).
- x. Garbage and Debris Removal: All instances when left by Tenant, regardless of how much. \$25.00 per hour.
- xi. Removal of Tenant Property to Dump: All cases when left by Tenant. Chairs, small tables, small items, overstuffed chairs, mattresses, box springs, chest or rockers, davenport, couch, washing machine or dryer and clothes, or other material left by

Tenant. Charge: \$25.00 per hour, plus any applicable dumping fees.

- N. On-Site Orientation and Training: Tenants shall, as a condition of occupying the Premises, participate in any PTHD-provided on-site maintenance training programs, designed to train and develop skills to preserve the buildings, health and safety within PTHD administered properties and programs. Reasonable notice shall be provided of training opportunities. Such training may be required for Tenants with deferred or required maintenance.
- O. METHAMPHETAMINE TESTING, REMEDIATION, AND RELOCATION. PTHD has adopted a Methamphetamine Contamination Testing Policy which shall apply to all units managed by PTHD. That Policy is incorporated herein by reference.

HomebuyerTenant Premises

SECTION III. RENTAL MAINTENANCE POLICIES

In addition to the general maintenance policies in Section II, the following maintenance policies shall also apply to Rental Tenant Premises administered by PTHD.

- A. Rental Tenants shall be responsible for the cost of repairs or maintenance to the Premises that are the result of deliberate or reckless acts, negligence, carelessness, or abuse by Rental Tenants, members of their household, visitors, of guests, and for the costs of repairs and maintenance that are not the result of normal wear and tears.
- B. For the purposes of this Policy, "normal wear and tear" means deterioration to the condition of the Premises that occurs without deliberate or reckless acts, negligence, carelessness, or abuse by Rental Tenants. While it is difficult to provide a specific definition of normal wear and tear that will cover every circumstance, PTHD, in its responsibility to provide maintenance for normal "wear and

tear", shall make the determination of whether damage is normal wear and tear by taking into account the age of the Premises, the nature of the damage, the length of time Rental Tenant has occupied the Premises, and whether Rental Tenant has lived up to his/her responsibilities, as defined in Section II or as further defined below. The following chart sets out a non-exclusive list of comparisons to be used by PTHD as a guide in making the determination as to whether a specific maintenance item is the result of normal wear and tear or is the fault of Rental Tenant:

NORMAL WEAR AND TEAR	DAMAGES
Minor marks on or nicks in wall.	Holes in wall larger than nail size (picture hanger) or excessive nail holes.
Faded, cracked or chipped paint	Crayon marks, writing on walls, unapproved paint color or excessive dirt requiring more than one coat to cover
Plaster cracks from setting	Holes in walls from door knobs, carelessness, punching, etc.
Loose wallpaper.	Ripped, torn or marked up wall paper.
Carpeting/curtains slightly worn or faded by the sun.	Torn, stained or burned carpeting or curtains.
Rug worn thin by use	Stains or orders in rug caused by pets, spills or leaks.
Minor scuffing on wood floor.	Large gouges or scratches on wood floor.

Vinyl flooring worn thin by use.	Vinyl flooring with tears, holes or burn marks.
Water stained vinyl flooring by shower.	Un-cleanable tiles or grout requiring replacement.
Stains on old porcelain fixtures that have lost protective coating.	Grime coated bathtub or toilet
Bathroom or other mirrors beginning to de-silver (black spots)	Mirrors broken, missing, or caked with grime.
Toilet running or unstable.	Broken toilet seat or tank top.

Worn gaskets on refrigerator.	Broken refrigerator shelves, trays, bins, or bars.
Worn countertops.	Burns or cuts in countertop.
Cabinet doors that will not close all the way due to settling or standard use.	Greasy, sticky, or broken cabinets or interiors.
Loose hinges or door handles.	Damages to door or door frame from forced entry or attempted forced entry, or by intentional contact with door or frame.
Closet door off track.	Damaged or missing closet door, door knobs, or handles.
Slightly dusty blinds.	Missing, broken, or bent slats on blinds.
Slightly dirty windows or screens.	Broken windows or torn or missing screens or storm windows.

- C. Rental Tenant must abide by the following requirements in order to maintain the condition of the Premises.
1. Rental Tenant, members of Rental Tenant's household, and any guests or other persons under the control of Rental Tenant will not damage or remove any part of the Premises or community development. Rental Tenant will be charged for the cost of repair and restoration to his Premises for any damage or removal caused by Rental Tenant, any member of Rental Tenant's household, any guest of Rental Tenant, or any other person or event under Rental Tenant's control, and such charge will become immediately due and owing.
 2. Rental Tenant shall use the Premises as his primary residence and to pursue only those businesses in the dwelling or property that are permitted under the law

of nuisance and approved in writing by PTHD.

3. Where the Rental Premises is a single-family dwelling (i.e., not part of an apartment complex or other multi-family dwelling) Rental Tenant shall to keep the Premises clean and sanitary, and to maintain the yard in front, sides, and/or rear of the Premises in a neat and orderly manner. Rental Tenant agrees to maintain the lawn and shrubs by regularly mowing and watering and to keep the exterior and surrounds clean and neat without accumulations of litter or garbage. In the event the lawn is not maintained by Rental Tenant, the PTHD will enter in and do maintenance and charge Rental Tenant the current maintenance service rate.
 4. Rental Tenant shall make regular and proper disposition of trash and garbage, not display any signs, and not use the Premises for any illegal or immoral purposes.
 5. Rental Tenant shall ensure proper and sufficient control of the conduct of all members of the household and guests while on the Premises.
 6. Rental Tenant shall use reasonable care to keep the Premises in such condition as to prevent health or sanitation issues from arising.
 7. Rental Tenant shall use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances which are part of the Premises, and the property of the PTHD, in a proper, safe, sanitary, and reasonable manner.
 8. Rental Tenant may not paint any portion of the interior or the exterior of the Premises.
 9. Rental Tenant shall abide by PTHD's policies and regulations as they currently exist and as they may be from time-to-time amended by PTHD.
- B. Non-Routine Maintenance: If a Premises is extensively damaged, through no fault of the Rental Tenant, PTHD will coordinate with the Rental Tenant to relocate the family and Immediately schedule the Premises for renovation. Such damages may occur as a result of fire, floods, wind, damages by vehicles, explosions, storms, or other uncontrollable

situations. PTHD will determine the safety of the Premises and amount of damage and take appropriate protective action. Written reports will be prepared by the assigned Maintenance Representative for the Director's review to assist in determining in the appropriate process to repair the Premises. **If damages are determined to be the fault of the Rental Tenant, PTHD will decide on the appropriate charges, course of action, and may initiate the Rental Agreement termination process.**

- C. Insurance Claims: PTHD will be responsible for filing all insurance claims that are covered in the insurance policy. Rental Tenants are responsible for security personal property insurance. PTHD will insure only the dwelling unit. It is the responsibility of the Rental Tenant to notify PTHD of any damages which could results in an insurance claim.
- D. Renovations: PTHD will undertake major renovations when necessary. This may include roof repairs, replacement of floors and tiles, gas, or electric conversions, installations of new tubs, sink basins, plumbing fixtures, kitchen cabinet replacements, or other major work. Rental Tenants will be provided advance notifications of any planned renovations and possible relocations.
- E. Structural Changes: PTHD may change the structure of a Rental Premises if extensive work or major renovation is already planned or if it determines that the structural changes would be beneficial to either the Tribe's or PTHD's operations (e.g. disabled accessibility improvements, redesign of floor plans for practical purposes). Rental Tenants shall not make any structural changes. Rental Tenants will be provided advance notification of a possible relocation.
- F. Responsibility of PTHD: PTHD will be responsible for maintaining the Premises in a safe condition by performing regular inspection, preventive maintenance, conducting necessary repairs and ensuring the productive and useful life of the Premises. PTHD is also responsible for the long term planning of major renovations and modernizations. All operations will be done in an efficient and prudent manner for prompt renovation of vacant Premises and for proper control of manpower and materials. PTHD will coordinate and maintain standards for customer service through

communication and publication of its policy to the rental occupants.

- G. Preventive and Routine Maintenance Procedures: Based on the analysis of new construction and inspections of Premises under management, preventive and routine maintenance will be provided to minimize the need for costly maintenance at some future time. Maintenance personnel will annually plan the service schedule for heating systems, fire extinguisher, smoke alarms, refrigerators and appliances, weatherization items or corrections to the dwelling units or grounds. Efficient and effective implementation of the preventive maintenance plan will be required by management. The required annual inspection as a part of the PTHD policies will also dictate special maintenance repair needs. Once the needs are identified for a particular Premises, they will be placed on the "Maintenance Schedule" identifying the need, who is assigned to perform the work and on what date. A "Work Order" is also generated for each Premises. Once the Work Order is complete, it becomes part of the resident file documents. Both PTHD and the Rental Tenant are required to sign the Work Order, including who is responsible for payment of the cost.

1. In the stocking of materials and supplies, maintenance personnel will utilize PTHD's Procurement Policy. In accordance with audit requirements, PTHD will conduct an annual physical inventory. These procedures will be part of the routine maintenance scheduling.
2. Routine Maintenance Items: The PTHD shall provide for and perform routine, recurring maintenance tasks for normal wear and tear which include minor repairs and replacement which are not a result of damage caused by the Rental Tenant. Routine maintenance items, e.g. interior painting, painting of the exterior (if applicable), replacement of appliances, furnace checks (if applicable), baseboard heater checks, gas stove, hot water tanks, basic plumbing and electrical for example shall be needed but no longer than every five years. (Life span of appliances is 8+ years).
3. Emergency Standby Coverage: A standby coverage will be scheduled and posted. After the normal working hours,

PTHD will assign a Maintenance Representative to serve on standby status to respond to emergency calls by Rental Tenants. Such calls may be for broken windows, broken water lines, power outages, heating problems during winter, septic backups, or other emergencies threatening the health and safety of the Rental Tenants.

- H. Landscaping and Grounds Maintenance: Rental Tenants in rental houses/non-apartment Premises will be responsible for cleaning the lot on which the Rental Premises is located. Weeds and other rubbish will not be allowed to accumulate. Inoperative or junk cars will not be permitted on the grounds. Any landscaping shrubs, trees, lawns, and other plants will be the responsibility of the Rental Tenant to maintain, by performing tasks such as watering, pruning, mowing and other works. Rental Tenants in rental apartments, and qualified elders, are not required to adhere to landscaping and grounds maintenance policies. Some exceptions may be made for elders and disabled residents whereby PTHD provides these services, as noted above.
- I. Fencing: If the Premises is not fenced and the Rental Tenant desires fencing, PTHD may approve the request and the proposed materials to be installed. All requests maybe submitted in writing, with a sketch of the proposed fence and location on the property. Generally, all purchases and installation costs of fences will be at the expense of the Rental Tenant, unless PTHD offers to pay certain costs because of the health or safety concern, or if a preexisting fence installed as part of the housing development has deteriorated and needs repair or replacing. In any event, PTHD shall become the owner of the improvement.
- J. Pest Control Service: Rental Premises will be treated for pest control from time to time as needed. PTHD will be responsible for securing these services. Prior to treatment, Rental Tenant will be notified for scheduling. If the Premises are badly infested, Rental Tenants may be required to relocate or participate in preventive training.

During the routine inspection, the assigned PTHD representative will note the need for additional attention. Any need to temporarily remove furniture, plants, food, or pets will be the responsibility of the Rental Tenant. The cost of the service will be charged to the Rental Tenant, unless the Housing Advisory Committee directs PTHD to pay, using the Tribe's Housing Block Grant funds.

- K. Sanitation Service: All Rental Tenants are required to dispose of garbage in either receptacles or containers provided by PTHD, using scheduled garbage service, or by taking their garbage to a county transfer station. PTHD will be responsible for trash pickup services. Currently, all residents are signed up for garbage service and pay for costs monthly, along with their regular containers, and placing the receptacles on the street curbs on the regularly scheduled pick up service day. Burning trash in yards will not be allowed. Compliance with ideal and/or tribal environmental health regulations will be enforced.

SECTION IV. MAINTENANCE POLICY AND PROCEDURE FOR MUTUAL HELP PREMISES (1937 ACT PREMISES)

- A. In addition to the foregoing policies providing for the general maintenance responsibilities for all Tenants (Section II) and the rights of the PTHD to inspect and/or act in emergency situations to protect the Premises of the PTHD (Section II of this Policy), the Mutual Help and Occupancy Agreements (MHOA) set specific requirements on both PTHD and the MHOA Homebuyer Tenant regarding maintenance of Mutual Help Premises. The MHOA at section 8.4 (a) sets out the MHOA Homebuyer Tenant's maintenance responsibility in Mutual Help program: "the Homebuyer shall be responsible for routine and non-routine maintenance of the home, including all repairs and replacement (including those resulting from damages from any cause)."
- B. MHOA Homebuyer Tenants are responsible for all routine and non-routine maintenance and repairs to the Premises and any appliances provided and installed with the Premises. The

failure of the MHOA Homebuyer Tenant to provide maintenance and repairs as required in this Section will be treated as a breach of their MHOA. If the MHOA Homebuyer Tenant fails or refuses to provide maintenance and repairs to the Premises or any appliances provided and installed with the Home, the PTHD may, but shall not be required or obligated to, provide and pay for the necessary maintenance and repairs. If the PTHD elects to provide or pay for the necessary maintenance and repairs, the PTHD shall provide the MHOA Homebuyer Tenant with notice of the amount of any charges for maintenance and repairs paid for or incurred by the PTHD under this paragraph and the MHOA Homebuyer Tenant shall reimburse the PTHD for all such amounts within thirty (30) days of the notice.

- C. **Improvements or Additions:** The MHOA Homebuyer Tenant may make structural and other improvements and additions to the Premises so long as they are compliant with PTHD policies; **provided, that the MHOA Homebuyer Tenant must secure the written consent of the PTHD prior to making any such improvements or additions.**
- D. PTHD must give MHOA Homebuyer Tenants a copy of their annual inspections and review with them what repairs are necessary. The PTHD shall not be obligated to pay for or provide any maintenance of the Mutual Help Premises other than correction of warranty items reported during the applicable warranty period. PTHD's NAHASDA Block Grant funds may, in certain instances, cover items on warranty if work was performed by PTHD. The PTHD warranty period is one year. Section 8.4(b) of the MHOA states: "Failure of the Homebuyer to perform the maintenance obligations constitutes a breach of this agreement and grounds for its termination." Typical required repairs may include for example replacing floor coverage for any reason, repairing rotten floors, replacing toilets, pest control, etc. See also Section II of this Policy for required repairs and standards.
- E. PTHD's NAHASDA Block Grant funds can, under certain

circumstances, be used for "moderate" or "substantial rehabilitation of affordable housing," including Mutual Help housing. PTHD will determine whether Premises are in need of moderate or substantial rehabilitation.

- F. For rehabilitation that is not moderate or substantial, or for any rehabilitation that is required due to MHOA Homebuyer Tenant's actions or omissions, the MHOA Homebuyer Tenant is responsible for paying the costs. The normal funding alternative mechanism under such circumstances, if the MHOA Homebuyer Tenant does not have the funds to pay for the rehabilitation, is a loan from the MHOA Homebuyer Tenant's Monthly Equity Payment Account (MEPA). If there are not sufficient funds in the MEPA, PTHD may carry out the work if MHOA Homebuyer Tenant enters into a payback or will-pay agreement. In order to obtain this kind of financing, MHOA Homebuyer Tenant must enter into a financial management classes and pay PTHD 1/3 of earnest money upfront. Under certain limited circumstances, PTHD may decide, or may be directed by the Tribe, to use non-HUD funding (non-program income, Tribal funds, etc.) to assist MHOA Homebuyer Tenants by subsidizing maintenance and repairs that do not qualify as "moderate or substantial rehab."
- G. The PTHD may provide repair training for MHOA Homebuyer Tenants with the MHOA Homebuyer Tenant only being charged for parts, in which repairs will be carried out by PTHD (or by a PTHD contractor) on an MHOA Premises with the MHOA.
- H. Homebuyer Tenant participating or observing. This repair training option is conditioned on the MHOA Homebuyer Tenant whose name appears on the MHOA or a designated household member age 18 or over, participating in or observing the training. The PTHD shall not be liable for any acts associated with training related work for designees under the age 19. If the MHOA Homebuyer Tenant or designee is not present and misses the scheduled training, the MHOA Homebuyer Tenant shall be charged for parts and labor. The MHOA Homebuyer Tenant shall be granted forgiveness for labor charges, if they or their designee miss one appointment in

any given calendar year, but thereafter any scheduled training for which they do not personally participate during the year will incur charges for labor. In cases where the cost of repair is greater than the cost of replacement, the replacement cost shall apply. In certain instances, a life cycle has been established and in these instances the MHOA Homebuyer Tenant shall be charged on the basis of the unused period. In certain instances, PTHD may elect to grant the cost of health and safety rehabilitation to low income elders and disabled and handicapped person in MHOA Premises who may not otherwise have the resources to maintain the Premises or make essential disabled access accommodations.

- I. The following violations of MHOA Homebuyer Tenant Maintenance Policy Responsibilities, may result in PTHD termination of MHOA agreement, or other remedies:
1. The MHOA Homebuyer Tenant or any members of the MHOA Homebuyer Tenant's household fail to comply with all applicable building and housing codes.
 2. The MHOA Homebuyer Tenant uses the Premises or permits the Premises to be used for any purpose other than as the principal residence of the MHOA Homebuyer Tenant and members of the MHOA Homebuyer Tenant's household.
 3. The MHOA Homebuyer Tenant fails to dispose of all ashes, garbage, rubbish and other waste from the Premises in a sanitary and safe manner.
 4. The MHOA Homebuyer Tenant, any member of the MHOA Homebuyer Tenant's household, or any guest or other person the MHOA Homebuyer Tenant permits to be on the Premises destroy, deface or damage the Premises or any part of the Premises.
 5. The MHOA Homebuyer Tenant, any member of the MHOA Homebuyer Tenant's household, or any guest or other person the MHOA Homebuyer Tenant permits to be on the Premises by the MHOA Homebuyer Tenant fail to use any electrical, plumbing, sanitary, heating, ventilating,

air-conditioning or other facilities or appurtenances in a reasonable manner.

6. The MHOA Homebuyer Tenant fails to provide needed repairs or necessary maintenance to the Premises or fails to keep and use the Premises in a clean and safe condition.

SECTION V. MAINTENANCE POLICY FOR HOUSING OPPORTUNITY PROGRAM AGREEMENT (HOPA) HOMES

- A. Homebuyers in the Housing Opportunity Program Agreement (HOPA) Program (HOPA Homebuyer Tenant) shall be responsible for all routine and non-routine maintenance and repairs to the Premises and any appliances provided and installed with the Premises. The failure of the HOPA Homebuyer Tenant to provide maintenance and repairs as required in this Section will be treated as a breach of their HOPA Agreement. If the HOPA Homebuyer Tenant fails or refuses to provide maintenance and repairs to the Premises or any appliances provided and installed with the Home, the PTHD may, but shall not be required to or obligated to, provide and pay for the necessary maintenance and repairs. If the PTHD elects to provide or pay for the necessary maintenance and repairs, the PTHD shall provide the HOPA Homebuyer Tenant with notice of the amount of any charges for maintenance and repairs paid for or incurred by the PNHA under this paragraph and the HOPA Homebuyer Tenant shall reimburse the PTHD for all such amounts within thirty (30) days of the notice.
- B. Improvements or Additions: The HOPA Homebuyer Tenant may make structural and other improvements and additions to the Premises so long as they are compliant with PTHD policies; **provided, that the HOPA Homebuyer Tenant must secure the written consent of the PTHD prior to making any such improvements or additions.**
- C. Inspection: The HOPA Homebuyer Tenant shall permit the PNHA to inspect the Premises being occupied under the HOPA Agreement in accordance with the policies and procedures of

the PTHD relating to inspections (Section II of this Policy).

- D. Access: The HOPA Homebuyer Tenant shall provide the PTHD with access to the Premises to cure breaches under the HOPA Agreement. Upon forfeiture or termination of the HOPA Agreement the PTHD shall have unlimited and unrestricted right of access to the Premises.
- E. The PTHD may provide repair training for HOPA Homebuyer Tenants with the HOPA Homebuyer Tenant only being charged for parts, in which repairs will be carried out by PTHD (or by a PTHD contractor) on a HOPA Premises with the HOPA Homebuyer Tenant participating or observing. This repair training option is conditioned on the HOPA Homebuyer Tenant whose name appears on the HOPA or a designated household member age 18 or over, participating in or observing the training. The PTHD shall not be liable for any acts associated with training related work for designees under the age 19. If the HOPA Homebuyer Tenant or designee is not present and misses the scheduled training, the HOPA Homebuyer Tenant shall be charged for parts and labor. The HOPA Homebuyer Tenant shall be granted forgiveness for labor charges, if they or their designee miss one appointment in any given calendar year, but thereafter any scheduled training for which they do not personally participate during the year will incur charges for labor. In cases where the cost of repair is greater than the cost of replacement, the replacement cost shall apply. In certain instances, a life cycle has been established and in these instances the HOPA Homebuyer Tenant shall be charged on the basis of the unused period. In certain instances, PTHD may elect to grant the cost of health and safety rehabilitation to low income elders and disabled and handicapped person in HOPA Premises who may not otherwise have the resources to maintain the Premises or make essential disabled access accommodations.
- F. The following violations of HOPA Homebuyer Tenant Maintenance Policy Responsibilities, may result in PTHD termination of HOPA agreement, or other remedies:

1. The HOPA Homebuyer Tenant or any members of the HOPA Homebuyer Tenant's household fail to comply with all applicable building and housing codes.
2. The HOPA Homebuyer Tenant uses the Premises or permits the Premises to be used for any purpose other than as the principal residence of the HOPA Homebuyer Tenant and members of the HOPA Homebuyer Tenant's household.
3. The HOPA Homebuyer Tenant fails to dispose of all ashes, garbage, rubbish and other waste from the Premises in a sanitary and safe manner.
4. The HOPA Homebuyer Tenant, any member of the HOPA Homebuyer Tenant's household, or any guest or other person the HOPA Homebuyer Tenant permits to be on the Premises destroy, deface or damage the Premises or any part of the Premises.
5. The HOPA Homebuyer Tenant, any member of the HOPA Homebuyer Tenant's household, or any guest or other person the HOPA Homebuyer Tenant permits to be on the Premises by the HOPA Homebuyer Tenant fail to use any electrical, plumbing, sanitary, heating, ventilating, air-conditioning or other facilities or appurtenances in a reasonable manner.
6. The HOPA Homebuyer Tenant fails to provide needed repairs or necessary maintenance to the Premises or fails to keep and use the Premises in a clean and safe condition.

PUYALLUP TRIBAL HOUSING AUTHORITY
Authorization for Access, Use or Disclosure of
Tenant/Homebuyer File Information

1. Tenant/Homebuyer Information

I, _____ [write name], hereby request and/or voluntarily authorize the disclosure of information in my Tenant/Homebuyer File as provided below in this authorization form. I certify that this authorization to disclose or provide access to the information in my Tenant/Homebuyer File is entirely voluntary.

2. Person/Facility/Entity Information

The information is to be disclosed by the Puyallup Tribal Housing Authority ("PTHA") to the following person/facility/entity (check the appropriate box and fill in the required information):

- ☐ Tenant/Homebuyer: _____ [write name]
☐ Attorney/Spokesperson: _____ [write name]
☐ Organization/Entity: _____ [write name of organization/entity]
-

3. Purpose [state purpose for release of information, if to another person or entity]

4. Information To Be Disclosed

I authorize the disclosure to the above person/facility/entity all information in the Tenant/Homebuyer File maintained for me and my household by the PTHA, including, if appropriate, but not limited to, any substance abuse (drug/alcohol) information such as substance abuse treatment information and the results of any alcohol and/or drug test(s), and any information regarding any disability of any member of my household.

5. Authorization, Waiver, and Acknowledgements

I understand that once PTHA discloses the information in my Tenant/Homebuyer file to the person/facility/entity named above (including myself, if listed) that PTHA will not have any control over further disclosure (whether intentional or accidental) of such information by such person/facility/entity to any other person/facility/entity. I hereby indemnify and hold PTHA harmless for any disclosure (whether intentional or accidental) of such information by such person/facility/entity to any other person/facility/entity and any consequences thereof to myself or to any member of my household, and hereby waive any and all claims that I or any member of my household may have against PTHA for such disclosure and any consequences thereof.

[continued on next page]

Approved - 091809D

PUYALLUP TRIBAL HOUSING AUTHORITY
Authorization for Access, Use or Disclosure of
Tenant/Homebuyer File Information

I am aware that the results of any alcohol and/or drug test(s) and substance abuse treatment information are protected by confidentiality requirements for alcohol and drug patient records under Federal law and regulations. Therefore, I voluntarily agree to the release of such information as described in this form, if such information is contained in my Tenant/Homebuyer file. Federal rules prohibit the person/entity/facility who receives such information from making any further disclosure of this information unless further disclosure is expressly permitted by my written consent or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient. I also understand that any disclosure of information regarding a disability is protected is entirely voluntary on my part.

I understand that I may revoke this authorization in writing submitted at any time to the Puyallup Tribal Housing Authority Executive Director, except to the extent that action has been taken in reliance on this authorization. If this authorization has not been revoked, it will terminate one year from the date of my signature unless I have specified a different expiration date (if different from the date below). I will receive a copy of this form signed by me, and the Puyallup Tribal Housing Authority will maintain a signed copy of this form for six (6) years following its expiration. I understand that treatment, payment, enrollment or eligibility for health care or related benefits may not be conditioned on my signing this authorization.

 Signature of Tenant/Homebuyer

 Date

 Signature of Authorized Representative (state relationship to tenant)
 Or Witness (if signature is by thumb print or mark)

 Date

NOTARY PUBLIC CERTIFICATION (REQUIRED)

I hereby certify that _____ personally appeared before me, known to me to be the individual described in and who executed the within and foregoing instrument, and acknowledged the said execution thereof to be his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

 NOTARY PUBLIC in and for the State of
 Washington at _____
 My commission expires _____