

RENTAL ASSISTANCE PROGRAM
Policy for the
SILETZ TRIBAL HOUSING DEPARTMENT

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RENTAL ASSISTANCE POLICY
For The
RENTAL ASSISTANCE PROGRAM

I. PROGRAM OVERVIEW

Administration of the Rental Assistance Program (RAP) shall be in compliance with the Native American Housing Assistance Self-Determination Act (NAHASDA). This program is administered throughout the CTSI's eleven county service area, except student vouchers. Student vouchers will be provided for eligible students attending any accredited college, university, or vocational school within the United States. All households must meet NAHASDA eligibility criteria including but not limited to income eligibility.

A. Program Objectives

1. To provide temporary rental assistance to eligible Tribal households;
2. To provide rental assistance to elderly and disabled Tribal households;
3. To provide temporary assistance to full-time students.

B. Programs

1. Tribal Temporary Housing Assistance Program (TTHAP): STHD will provide temporary assistance to families who need to live closer to medical care as documented by physician, victims of domestic violence that need immediate assistance to relocate, individuals transitioning from prison or rehabilitation facility, and other emergency situations that are temporary in nature as determined by the STHD. This is a time-limited program that provides assistance for up to one year. The family's share of the rent is thirty percent of their adjusted annual income. STHD will allow up to 10 vouchers for this program each year, as long as funding exists.
2. Tribal Temporary Student Assistance Program (TTSAP): This is a time-limited program which assists a student while obtaining higher education for a period not to exceed six years. Participant must:
 - a. Maintain full time student status (defined as twelve or more credits per semester)
 - b. Attend a college, university, vocational, or trade school.
 - c. Maintain a cumulative 2.5 GPA.

STHD will allow up to 30 vouchers for this program each year, as long as funding exists. The family's share of the rent is thirty percent of their adjusted annual

income. If the student leaves the household, the household will no longer be eligible for assistance.

3. Tribal Elder/Disabled Rental Assistance Program: This is not a time-limited program; it assists families whose head of household is a tribal elder; or whose household includes a disabled tribal member. To be eligible, the household must include:
 - a. A Tribal member age fifty-five and older; or
 - b. A disabled Tribal member, and may include one caregiver per family. PERSON WITH DISABILITIES is defined as - The term 'person with disabilities' means a person who--
 - (A) has a disability as defined in section 223 of the Social Security Act;
 - (B) is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment which--
 - (i) is expected to be of long-continued and indefinite duration;
 - (ii) substantially impedes his or her ability to live independently;and
 - (iii) is of such a nature that such ability could be improved by more suitable housing conditions; or
 - (C) has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act.

If the disabled Tribal member leaves the household, the household will no longer be eligible for assistance.

The family's share of the rent is based on ten percent of their income. STHD will allow up to 40 vouchers for this program each year as long as funding exists.

Voucher assistance may not be used by residents residing in Tribal housing to pay rent or homebuyer payment to the STHD.

C. STHD's Responsibilities in the Rental Assistance Program

1. Explain the program to families, family representatives, owners and landlords;
2. Ensure timely payment of STHD's share of rent to the landlord;
3. Accept applications, maintain waiting list, and select families for assistance;
4. Refer disabled or handicapped persons for additional services;

5. Determine who may live in the unit at admission and during the family's participation in the Rental Assistance Program;
6. Inspect the unit before assisted occupancy and annually during the assisted tenancy; and
7. Administer and enforce the HAP contract.

II. ELIGIBILITY

Each of the following criteria, in addition to specific program requirements, must be met by a Household to be eligible for services:

A. Enrollment. RAP participants must meet one of the following enrollment status and services will be provided and prioritized in the following manner:

1. The Head of Household and/or Spouse is an enrolled member of the CTSI.
2. The Head of Household and/or Spouse is not an enrolled CTSI tribal member but the family includes full-time household members who are the minor or dependent children of the Head of Household and/or Spouse who are enrolled CTSI tribal members.
3. No member of applicant's household is an enrolled CTSI tribal member, but at least one (1) member of applicant household is an enrolled member of another federally recognized tribe.

B. Income Limits

Applicant must meet the low income guidelines in accordance with the NAHASDA. Although the applicant may meet the NAHASDA income guidelines, the applicant may not be eligible for rental assistance if thirty percent of their income is over the Fair Market Rent (FMR).

C. Background Checks

Each adult member age eighteen and older in the applicant's household, including the head of household, will be screened for the following criteria:

1. **Tenant History:** The applicant and household members should have a history of meeting their financial responsibilities, taking proper care of the home, properly supervising minor household members, and refraining from criminal or illegal activities that affected other residents. The household members must have no outstanding amounts due to previous

landlords, HUD, and the STHD. The household members must not have engaged in or threatened to engage in abusive or violent behavior toward CTSI personnel. The applicant or any household member must not have committed any fraud in connection with any federally assisted housing program.

- 2. **Criminal History.** The applicant or any household member must not have committed any fraud and/or drug or violent criminal activity in the past four years from the date of application nor committed fraud, drug, or violent crimes while on the active waiting list. An exception may be made for those who are participating in or have successfully completed a program to address their criminal history. Documentation may be submitted for STHD to determine eligibility.

D. Ineligible Participants

The STHD will notify ineligible applicants in writing explaining the reason they have been found to be ineligible and their appeal rights.

III. OCCUPANCY STANDARDS

Applicants will be selected from the RAP’s active waiting list by date and time of application and eligibility as set forth in this policy. The STHD will determine bedroom size according to family size and relationships as appropriate. If the household is over the maximum bedroom number the family is considered overcrowded and will be required to move to a bigger unit or denied assistance until the overcrowded issue is resolved. The guidelines for minimum and maximum unit sizes are:

	<u>Minimum</u>	<u>Maximum</u>
0-Bedroom/Studio	1	2
1-Bedroom	1	2
2-Bedroom	2	4
3-Bedroom	3	6
4-Bedroom	4	8
5-Bedroom	5	10

The family may select a different bedroom size unit than selected by the STHD. The STHD will base the FMR on the actual approved size of the unit.

If the family selects a larger unit size and the rent to owner is over the FMR amount for the unit size approved by the STHD, the family must determine if they are able to afford the difference without exceeding 30% of adjusted income. If the difference exceeds 30% the unit will be denied and the family will need to seek a smaller unit.

IV. SELECTION TO PARTICIPATE IN THE RAP

Selected families will be notified in writing offering assistance from the RAP. The offer must be accepted within fifteen days from the date of the offer. If the family fails to respond within fifteen days, the applicant will be removed from the active waiting list and the offer will go to the next applicant on the active waiting list. If the family declines they will be moved to the bottom of the active waiting list with a new date and time stamp according to when the decline notice is received.

V. TERM OF THE CERTIFICATION

The family will have sixty days from the date assistance is awarded to find an acceptable unit. If the Request for Tenancy Approval has not been received by the STHD by the end of the sixty day period, the family will be notified in writing giving the option to request an extension or to be placed in the inactive status.

Requests for an initial extension must be submitted in writing to the STHD office. The STHD may extend a certification up to sixty days. The following will be considered in the determination of the extension:

- A. The family has made an effort to locate acceptable units by contacting landlords, real estate companies, rental agents, assisted and/or supportive living, group homes, etc;
- B. Extenuating circumstances such as hospitalization or family emergencies that affect the family's ability to locate an acceptable unit during the first sixty day period, but which is not expected to affect their search during the extension period;
- C. The family size or need for barrier free housing has affected their success in finding acceptable housing within the initial sixty days and a reasonable chance for success would exist if the family was afforded additional time; and
- D. The family submitted a Request for Tenancy Approval that was not approved, but has demonstrated their efforts to locate a unit.

The STHD will not grant further extensions. This shall not preclude the family from filing a new application for the RAP.

VI. DETERMINATION OF THE TOTAL TENANT PAYMENT (TTP)

"Adjusted Income" is used to determine monthly payments.

Adjusted income means annual income remaining after excluding the following:

- (a) \$480.00 for each family member, other than the head or spouse, who is under age eighteen (18), disabled, handicapped, or a full-time student, (except foster children;
- (b) Amount paid directly by the family for child care for family members under age twelve (12) which is necessary for employment or education;
- (c) Excessive travel expenses for employment or education, not to exceed twenty-five dollars (\$25.00) per family per week; Excessive travel shall be considered more than thirty (30) miles between the family's home and place of work or education and will be allowed only if the person is using their own vehicle;
- (d) The amount of social security tax that is deducted from the wages of any member of the tenant's or homebuyer's household, who is 18 or over and whose wages are being counted in determining the amount of rent or house payment;
- (e) \$400.00 for an elderly or disabled family, where the head or spouse is either sixty-two (62) years of age or older, disabled, or handicapped;
- (f) The amount by which three percent of the annual income of the family is exceeded by the aggregate of:
 - a. Medical expenses, in the case of an elderly or disabled family; and
 - b. Reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
- (g) The amount of any earned income of any member of the family who is less than 18 years of age; or
- (h) The amount of child support directly paid by the family for children residing outside the household as confirmed through third-party verification.

The applicant/participant must disclose all assets and income including the source and submit documentation to verify their information. Failure to provide necessary information may delay the verification process.

VII. FMR, PAYMENT STANDARDS

The payment standard may not be less than eighty percent of the published existing FMR for the unit size and area.

No utility reimbursements or utility payments will be paid by the STHD.

VIII. INSPECTIONS

- A. Initial Occupancy:** When the participant locates a unit, the Request for Lease Approval must be received by the STHD before the move-in inspection.

If the request is approved the STHD will make arrangements to complete the move in inspection with the owner. If the inspection passes the Rental Agreement and HAP Contract will begin the day the participant moves into the unit. If the request is denied the STHD will notify the owner and participant in writing.

- B. Annual Inspections:** If the inspection fails, the STHD will notify the owner in writing giving thirty days to repair or replace the failed items. If the failed item is threatening or hazardous the owner will be given twenty-four hours. The STHD will re-inspect the unit within thirty-five days for failed items and within twenty-four hours for threatening or hazardous items.

If the owner fails to repair or replace the failed items, the STHD may suspend, abate, and/or terminate the HAP Contract.

The participant is responsible for all costs of any repairs and replacements if it is found to be their fault such as beyond wear and tear of the unit.

IX. FAMILY OBLIGATIONS

The members of a household participating in RAP meet the following obligations in addition to those specific to the particular program as listed in §V and VII above, and failure to meet these obligations may result in a termination of the voucher:

- A.** Supply information necessary in the administration of the RAP. This includes but is not limited to annual recertification, interim recertification, any information requested by the STHD, disclosures and verifications of Social Security numbers, household income, and household composition. All information supplied by the family must be true and complete;
- B.** Be responsible for damage to the unit or premises beyond ordinary wear and tear such as holes in walls or door, damage caused by family members or guests etc. or failure to provide maintenance as set forth in the Rental Agreement;
- C.** Be responsible to pay tenant-paid utilities;

- D.** No repeated or serious violations of the Rental Agreement, Oregon Law, and STHD policies;
- E.** Allow STHD to inspect the unit at reasonable times and after reasonable notice;
- F.** Notify the STHD and the owner in writing before moving from an assisted unit;
- G.** Refrain from any attempt to sublease or transfer the unit nor assign the Rental Agreement;
- H.** Use the assisted unit as the principal residence;
- I.** Promptly notify the STHD of any increase or decrease in household composition and income and promptly provide supporting documents as requested by STHD;
Refrain from fraud, bribery, or any other corrupt or criminal act in connection with the RAP and/or CTSI tribal programs. Refrain from any criminal activity, including drug-related criminal activity.
- J.** The household may not receive other housing assistance while participating in the RAP.

X. HAP CONTRACT AND RENTAL AGREEMENT

A. HAP Contract

The initial Housing Assistance Payment (HAP) Contract will begin when the STHD has approved the unit. The term of the HAP Contract is month-to-month.

B. Rental Agreement

The Rental Agreement must include rules, deposit amounts, utilities provided, etc. The HAP Contract Addendum will be attached to the Rental Agreement. If there are any provisions in the Addendum that is not in the Rental Agreement or if the provisions differ, the Addendum will override the Rental Agreement.

XI. MOVE-IN DEPOSIT

- A.** When the STHD has approved the unit the STHD may assist the Family with the initial move-in deposit and the first month's full rent amount. If the Owner requires last month rent the Family will be responsible to make payment arrangements. The RAP program will not issue any "non-refundable" deposit under any circumstances.
- B.** If the Family vacates and it is determined the deposit is refundable, the refundable amount must be payable to the STHD. If the landlord refuses to

refund any portion of the deposit due to the fault of the household, the STHD may deny the household future deposit assistance.

- C. Deposit assistance is for initial move-in only. The STHD will not pay move-in deposit for family in subsequent unit.

XII. REVIEW OF FAMILY CIRCUMSTANCES

A. Income Increase

When the family's income increases the STHD must be notified within 14 days. This will prompt a revised Total Tenant Payment Worksheet the family must sign. The increase will take effect the 1st of the **month** following the recertification date or receipt date of verification. A written notice to the participant and landlord will be sent out in a timely manner no sooner than thirty days before the increase is effective.

B. Income Decrease

When the family's income decreases resulting in a decrease in the Total Tenant Payment, the change will take effect the **1st of the month following** the recertification was received or the receipt of verification. A written notice to the participant and landlord will be sent out in a timely manner no sooner than thirty days before the decrease is effective.

C. Adjustments resulting in zero to low HAP

If the family's income results in zero up to forty-nine dollars in HAP, the family may voluntarily relinquish their rental assistance. If the HAP remains too low for up to ninety consecutive days, the family will automatically be placed inactive and may reapply any time thereafter. The STHD must still conduct recertification and inspections until the family either relinquishes or automatically terminates. During the time of too low HAP the family may not relocate. The STHD will not execute a new HAP Contract at zero assistance.

XIII. TERMINATIONS

The HAP Contract and Rental Agreement terminate if the STHD, the owner, or the tenant terminates. The Tenant and Owner are responsible to notify the STHD immediately.

A. The STHD shall initiate termination:

1. The STHD may deny or terminate rental assistance if a household member has been arrested or convicted of criminal activity, including drug-related criminal activity;
2. If the Tenant commits bribery, fraud, or any other corrupt or criminal act in connection with any federal or tribal program;
3. If the Tenant has violated any of the family obligations as set out in this policy;
4. If the Tenant has breached a payment agreement with the STHD;
5. The Tenant moves out of the assisted unit without notice to the STHD;
6. If the Tenant participates is not following through with their obligations, including the obligation to provide required documentation;
7. If the Tenant engages in abusive, threatening, or violent behavior toward CTSI personnel;
8. If the family's HAP is too low and the Tenant has paid all of their rent in three consecutive months;
9. Non-compliance with the STHD by not responding to letters, requests, returning required documents, Last Chance Willingness Agreement, actively seeking employment or other source of income; and
10. If Tenant receives TTSAP assistance and is no longer a student; drops below 12 credit units in a semester; completes their degree; or cumulative GPA drops below 2.5 in a semester.
11. If the sole disabled or elder Household member leaves the household on any non-temporary basis.

B. Tenant termination:

1. If the Tenant decides to relocate, the Tenant must submit a copy of a thirty-day notice to the Owner and the STHD thirty days before relocating;
2. If the Tenant decides to no longer continue on the RAP whether or not they move from the unit. The Tenant must give the STHD a written notice; and

3. If the Tenant and Owner have dispute beyond reconciliation, the Tenant may request a Mutual Termination. The Mutual Termination must be accepted and signed by the Tenant, the Owner, and the STHD.

XIV. HOUSING DEPARTMENT GRIEVANCE/COMPLAINT PROCESS:

A. Right to A Hearing:

Upon filing of a written request as provided herein, a complainant shall be entitled to an opportunity for hearing.

B. Definitions

1. "Complainant" means any tenant or participant in a HUD assisted or NAHASDA assisted Housing Project operated by the Siletz Tribal Housing Department whose rights, duties, welfare, or status are adversely affected by STHD action or failure to act and, who files a Grievance or Complaint with respect to such action. ("Complainant" may hereinafter be referred to as "you".)
2. "Grievance" or "Complaint" means any dispute with respect to STHD action or failure to act pursuant to a lease or H.A.P. or STHD policies or procedures which affects the rights, duties, welfare or status of the complainant.

C. Exclusions

1. Grievances or complaints based upon the following are excluded from the grievance procedure:
 - a. Any termination based upon activity that threatens the health or safety of, or right to peaceful enjoyment of the housing development by, other residents or employees of the owner or manager of the housing; or
 - b. Any termination based upon criminal activity (including drug-related activity) on or off the premises of the Housing development.
2. For grievance or complaints based on above excluded matters, there is a 15-day appeal time to the Siletz Tribal Court if a party wishes to challenge the action by the Housing Department.

Informal Dispute Resolution:

If the STHD makes a decision that would be subject to appeal, the staff member who made the decision will attempt to informally resolve.

While informal resolution is encouraged, it does not affect the time limits to formally complain, grieve and appeal. Appeals must be filed within 10 days from the date of the initial decision. Administrative remedies must be exhausted, and you cannot skip a step in the formal process

Formal Dispute Resolution:

1st Step: Review by Housing Director

If STHD staff cannot informally resolve the issue, the Housing Director will review your case and respond in writing within 20 days. No particular form is required to do this as long as the complaint or grievance: (1) is in writing and is signed by the party or his or her spokesperson or attorney; and (2) is actually delivered to the Housing Department within the 20 day time period.

2nd Step: Review by Housing Committee

If the Housing Director denies your complaint, or if initial decision was signed by the Housing Director, you have the right to appeal to the Siletz Tribal Housing Committee in writing within 10 days from the date of the Housing Director's decision. The decision of the Housing Committee shall be the final administrative decision of the Tribe.

No particular form is required to do this as long as the complaint or grievance: (1) is in writing and is signed by the party or his or her spokesperson or attorney; and (2) is actually delivered to the Housing Department within the 10 day time period. Additional information or documentation may be included if submitted at least three working days prior to the hearing. If an appeal is filed with the Housing Committee, STHD staff will notify complainant of the date and time of the meeting.

Complainant may choose to have Housing Committee review without disclosure of Complainant's name.

3rd Step: Tribal Court

If the Housing Committee denies your appeal, you have the right to appeal to the Siletz Tribal Court within 20 days from the date of the response from the Siletz Tribal Housing Committee.