

SELECTION, ADMISSION, AND CONTINUED OCCUPANCY POLICY

for the SILETZ TRIBAL ELDERS RENTAL COTTAGES Managed by the SILETZ TRIBAL HOUSING DEPARTMENT

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I. APPLICABILITY

The Siletz Tribal Elder Rental Cottages ("Elder Cottages" or "ERC") shall provide safe housing opportunities for Tribal Elders 55 years and older who can no longer live totally independently as determined by Needs Assessment through the Tribal Elders program.

II. GOVERNING LAWS

The Siletz Tribal Housing Department ("STHD") is operated in accordance with the Indian Civil Rights Act, the Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA), the Department of Housing and Urban Development (HUD), and Tribal regulations.

III. DEFINITIONS

A. Adjusted Income

1. For purposes of computing the rent payments the tenant may not be charged more than 30% of the household's adjusted income. "Adjusted Income" means annual income remaining after computing the following exclusions:
 - a. \$480.00 for each household member, other than the head of household or spouse, who is disabled, handicapped, or a full-time student, except foster children;
 - b. Excessive travel expenses for employment or education not to exceed twenty-five dollars (\$25.00) per week. Excessive travel shall be considered more than 30 miles from the rental unit to the place of work or educational institution and will be allowed only if the household member is using his or her own vehicle;
 - c. The amount of social security tax that is deducted from the wages of any household member whose wages are being counted in determining the rent payment;
 - d. \$400.00 for an elderly or disabled family, where the head of household or spouse is either 62 years of age or older, disabled, or handicapped; or

- e. The amount by which three percent of the annual income of the household members is exceeded by the aggregate of:
 - i. Medical expenses in the case of an elderly or disabled family;
 - ii. Reasonable attendant care and auxiliary apparatus expenses for each household member with disabilities, to the extent necessary to enable the household member (including a member who is a person with disabilities) to be employed; and
 - iii. The amount of child support paid for children residing outside the household as confirmed through third-party verification.

B. Annual Income

“Annual Income” means one of the following:

1. Annual income as defined for HUD’s Section 8 programs as referenced in 24 CFR Part 5, Subpart F;
2. Annual income as reported under the Census long-form for the most recent available decennial Census; or
3. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) form 1040 series for individual Federal annual income tax purposes.
4. The following is not counted as income for eligibility purposes:
 - a. Withdrawals of bank deposits;
 - b. Money borrowed;
 - c. Tax refunds;
 - d. Gifts;
 - e. Lump-sum inheritances or insurance payments; or
 - f. Amounts received by a family from the Department of Veterans Affairs for service-related disabilities of a member of the family pursuant to Public Law 111–269.

C. Drug-Related Criminal Activity

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"Drug-Related Criminal Activity" means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug as defined in 24 CFR §5.100.

D. Elderly Families and Near Elderly Families

"Elderly Families" means a family whose head of household or sole member is an elderly person at least 62 years of age and "Near Elderly Families" means a family whose head of household or sole member is an elderly person at least 55 years of age.

E. Household Member

"Household Member" includes the applicant or tenant, spouse of the applicant or tenant, and certified caregiver who is at least 18 years of age.

F. Low Income Household

"Low Income Household" means a household whose income does not exceed 80 percent of the National median income with such adjustments as may be permitted under applicable law.

G. Rent

Rent for this program shall be a \$200 per month flat rate that includes water, sewer, trash, rent, and electricity. Rent shall not include phone, cable, satellite, or internet.

H. Tribal Member

"Tribal Member" means an enrolled member of the Confederated Tribes of Siletz Indians.

IV. ELDERS RENTAL COTTAGE PROGRAM

A. Intent

The intent of the Elders Rental Cottage Program is to provide eligible Tribal Elders with an opportunity to reside in a rental unit in a housing development

that is managed by the STHD on behalf of the Confederated Tribes of Siletz Indians ("CTSI").

B. Application

1. Applications for the Elders Rental Cottage Program may be obtained by e-mail, mail, CTSI website, or at the STHD office.
2. The application packet consists of the following:
 - a. Elder Rental Cottages application;
 - b. Authorization for the Release of Information; and
 - c. Survival Statement for applicants claiming zero income
3. Social security numbers for all household members must be disclosed and documented by submission of a Social Security card.
4. All documents contained in the application packet must be signed by the applicant and household members (if applicable.)
5. The application packet and Social Security cards shall be returned to the STHD office by mail, facsimile, or in person.
6. The application packet will be date and time stamped at the time of receipt.
7. Correspondence will be provided to the applicant within 14 days of receipt.
 - a. The correspondence will acknowledge receipt of the application packet and address any problems identified by the STHD.
 - b. The applicant will be granted 14 days from the date of the correspondence to correct the problems.
 - c. Upon receipt of complete application STHD will contact the CTSI Elder's program, in writing, to request Need Assessment;

- d. After the Need Assessment is complete and the applicant determined appropriate for Elder Cottages, the Elder program will provide a copy of the Need Assessment to the STHD; and
- e. STHD will add Need Assessment determination to the application file and place applicant on the active waiting list.
- f. If the problems are not corrected the application will be placed in an inactive file and the applicant will be notified in writing, about the inactive status, and given an opportunity to appeal, as set forth in the Housing Department Grievance/Complaint Process.

C. Eligibility Factors

1. Income

- a. Eligibility to participate in the Elders Rental Cottage Program under NAHASDA, is limited to low-income Tribal Elders. The STHD will determine annual income using one of three methods (Section 8, Census, IRS), choosing the method most conducive to the goal of providing affordable housing for Tribal Elders.

2. Need

- a. The applicant shall complete an Assessment of Needs by the Tribal Elders Program to determine the need and suitability for the Elders Rental Cottage Program.
- b. The Elders Title VI coordinator shall refer Elders to appropriate services and conduct follow up to ensure services are provided. Referrals may include Tribal and community services including the Community Health Program.
- c. Assessment of Needs shall be conducted by the Elders Title VI coordinator in accordance with Elder program policies

3. Criminal and Tenant History

- a. A criminal history background check will be conducted on all household members for a four (4) year period prior to the date of the application.

- b. Each applicant will be screened by checking references from previous landlords.
- c. An examination of the household members' background will help the STHD determine if:
 - i. the applicant has a history of meeting financial responsibilities;
 - ii. all household members will take proper care of the rental unit; and
 - iii. all household members have not engaged in criminal or illegal activities that would have a detrimental effect on other residents in the housing project.

D. Ineligibility Factors

- 1. An applicant or tenant will be considered ineligible for participation in the Elders Rental Cottage Program if he or she has:
 - a. committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program. It is not necessary that the act result in a criminal conviction;
 - b. engaged in drug related criminal activity or violent criminal activity, whether or not such activity has resulted in a conviction. Except that assistance cannot be denied to an applicant who is recovering or has recovered from an addiction and submits evidence, as determined by STHD, of participation in or successful completion of a treatment program. A definition of drug related criminal activity shall be given to the applicant upon request;
 - c. made a material misrepresentation in connection with any application or occupancy of any assisted housing program;
 - d. engaged in or threatened abusive or violent behavior toward Tribal personnel or other residents of an assisted housing project, unless the applicant can provide documentation that he or she completed an anger management counseling program; or

- e. severely damaged any property in any assisted housing program and cannot provide documentation that they have paid for the damages. Normal wear and tear will not be charged against any applicant.
2. If an applicant owes funds to the STHD in connection with his or her participation in any assisted housing program, the STHD will consider the applicant ineligible until the obligation is satisfied. Applicants complying with the terms of a payback agreement (as evidenced by a minimum six consecutive-months payment history) will be considered eligible.

E. Mitigating Factors

The STHD shall take into consideration the time, nature and extent of the past occurrences and the reasonable probability of future favorable performance if information is disclosed that may render an applicant ineligible for services. Applicant will not be considered eligible until successful completion of probation or parole, if applicable.

F. Eligibility Determination Process

1. Applicant
 - a. A determination of eligibility will be made within 30 working days of the date the application is received in the STHD office.
 - b. Ineligible applicants will be placed in an inactive file and will be notified in writing, about the inactive status, and given an opportunity for an appeal, as set forth in the Housing Department Grievance/Complaint Process.
2. Tenant
 - a. A determination of continued eligibility will be made within 30 working days of the date the STHD becomes aware of a problem that detrimentally affects the tenant's eligibility to continue residing in the rental unit.
 - b. If the tenant and tenant's household members engage in activity that render the household ineligible to continue residing in the rental unit the STHD shall require the tenant to sign a corrective action plan or commence the termination and eviction process.

- c. Temporary live-in care providers will be allowed on a temporary basis and only for the duration of rehabilitation as determined by a physician. The need for temporary care must be determined by licensed physician and documentation provided to the STHD.

G. Waiting List

1. A written waiting list will be maintained in the STHD office.
2. Eligible applicants will be placed on an active waiting list.
3. Applicants can be on more than one program waiting list, but cannot be on more than one waiting list within the same program.
4. The waiting list will be prioritized as follows:

All applicants must have current Need Assessment certifying eligibility prior to placement on waiting list. If most recent assessment is more than six months old, Elders Program will conduct a new assessment to confirm applicant still fits within need eligibility requirement

- a. Income:

Elders whose Annual Income is below 80% of the National median. The list will prioritize by income, with the lowest income households placing highest on the list;

- b. Date and time in the event more than one applicant is determined to have the same Annual Income.

H. Selection; Offer; Declination of Offer

1. Selection

Applicants will be selected from an approved waiting by the RHED Committee which shall include representatives from the Tribal Health, Elders, and Housing Programs

2. Offer

Applicants will be offered a unit in the Elders Housing Complex, in writing, within 30 days from the date a unit is vacant. The offer must be signed by

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the applicant and returned to the STHD within 15 days. Failure to respond within the 15 day time period will result in rescission of the offer. Applicants will be notified in writing, about any rescission, and given an opportunity for an appeal, as set forth in the Housing Department Grievance/Complaint Process.

3. Declination of the Offer

If the offer is declined the applicant will remain on the waiting list if good cause is shown for refusal of the offer. Otherwise the applicant will be moved to the bottom of the waiting list with a new date and time stamp.

I. Occupancy Standards

1. The following standard should be followed when assigning units:

- a. Size of Unit: 1 Bedroom
- b. Minimum Number of Occupants: 1
- c. Maximum Number of Occupants: 2

J. Tenant Responsibilities

1. Monthly Rent Payment and Deposit

The tenant is responsible for remitting the following:

- a. Rent payment of \$200.00, but not to exceed 30% of the applicant's adjusted income; and
- b. \$100.00 security deposit.

2. Principal Residence

The tenant must use the unit as his or her principal residence during the term of the Rental Dwelling Lease. Using the unit as the principal residence is defined as the tenant actually living in the unit for a period of nine (9) months out of each year. These periods may not be cumulative from year to year. Failure to occupy the rental unit shall constitute grounds for termination of the lease.

3. Guests

Tenants may have guests; however no guest may stay more than 15 days in any 12 month period without the prior written approval of the STHD. Violators will be subject to termination of the lease.

4. Disturbances

The tenant must ensure that all family members or other persons who are on the premises with his or her consent conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the Rental Cottage in a decent, safe, and sanitary condition. Disturbances are cause for termination of the lease.

5. Criminal Activity

The tenant must agree that he or she and any member of the household or guests shall not engage in criminal activity, including drug-related criminal activity (defined in Section III.C. of this policy), on or near any Tribal land. Such criminal activity shall be cause for termination of the lease.

6.. Policy Compliance

All household members shall strictly adhere to the policies that are enacted to govern the housing developments managed by the STHD.

7. Change in Household Composition or Income

a. The tenant must notify the STHD immediately about the following:

- i. Change in household composition.
Temporary live-in care providers may be approved by the STHD provided the Need is documented by a licensed physician and is temporary in nature. Temporary live-in care providers must submit to background check and be approved by the STHD.
- ii. Decrease in household income.
- iii. Increase in household income that exceeds one hundred dollars (\$100.00) per month.

- b. The STHD shall take appropriate measures to adjust rent payments following a change in household composition and income. The tenant shall be notified in writing about the change.
 - i. The tenant shall be given at least 30 days written notice of any increase in rent payments.
 - ii. Decrease in rent payments shall take effect the first of the month following adjustment.
- 8. Lock Changes
 - a. A tenant shall not alter or change the locks on the unit. If a lock needs to be replaced, the STHD must be notified so the lock can be keyed to the master key system. All such changes shall be done at the tenant's expense.

K. Collection of Rent Payments

1. Rent payments are due and payable on or before the first (1st) day of each month. When a lease begins on a day other than the first, a pro-rated payment shall be made that month.
2. Payments may be made by cash, check, direct deposit (if available), or money order payable to the Siletz Tribal Housing Department. Payment must be delivered to the STHD office located in Siletz, Oregon.
3. Payments not received at the STHD office by the end of the tenth (10th) day of the month shall be considered delinquent. On the next working day after the 10th of the month, the STHD shall serve a Notice of Delinquency by regular mail to the tenant's mailing address.
4. The Notice of Delinquency shall include a statement that payment in full is required within 10 days for continued occupancy. Non-payment shall prompt STHD to proceed with termination of the Rental Dwelling Lease and subsequent eviction from the rental unit.

L. Inspections

1. Annual Inspection

The tenant shall allow the STHD entrance into the unit to inspect upon initial occupancy and annually thereafter. A 15 day notice will be given to tenants before the inspection. The tenant shall participate in these inspections and be given a written report. Tenants will be charged for repairs and anything beyond normal wear and tear.

2. 48 Hour Notice Inspection

The STHD shall have the right to inspect any unit upon at least 48 hours notice to the tenant for the purpose of:

- a. determining if the tenant is fulfilling the obligation to maintain the unit; or
- b. ascertaining the health, safety, and general welfare of the tenant or other household members.

3. Emergency Inspection

- a. The STHD shall have the right to enter the rental unit without notice:
 - i. for suspected abandonment;
 - ii. when severe damage is evident; or
 - iii. to ascertain the health, safety, or general welfare of the tenant or other household members.
- b. The STHD shall leave a written notice on the front door when the entry is made.

M. Re-Examinations and Adjustments in Monthly Payment

1. The STHD shall provide notice to the tenant about the annual re-examination of household income and composition.
2. The re-examination packets consist of the following:
 - a. Authorization for the Release of Information;

- b. Copy of bank statement for most recent 60 days; and
 - c. Survival Statement for those claiming zero income.
3. Social security numbers for new household members must be disclosed and documented by submission of a Social Security card or other document as determined appropriate by the STHD.
4. All documents contained in the re-examination packet must be signed by the tenant and household members (if applicable).
5. The re-examination packet and Social Security cards shall be returned to the STHD office by mail, facsimile, or in person within 30 days of the date of the notice about the re-examination of household income and composition.
6. The STHD shall verify all sources and amounts of income and assets and compute the new rent payment accordingly.
 - a. The tenant shall be given at least 30 days written notice of any increase in rent payments.
 - b. Decrease in rent payments shall take effect the first of the month following adjustment.
 - c. If the tenant's income is seasonal or unpredictable so that it is difficult to accurately anticipate the income for the coming year, a schedule for review and updating of income shall be agreed upon, in writing, by the STHD and the tenant.
7. Failure to submit the re-examination packet within the prescribed time frame may result in termination of the lease.

N. Assessment of Needs

It is mandatory that all tenants submit an updated Assessment of Needs to the STHD every six (6) months to ensure the provision of quality care.

If it is determined that a resident can no longer live independently and the condition is expected to be permanent, the RHED committee will develop a plan to determine a more suitable situation.

O. Corrective Action Plan; Notice of Termination; One Strike Policy; Termination by Tenant

1. Corrective Action Plan
 - a. The STHD shall, as promptly as possible after the violation of the Rental Dwelling Lease comes to its attention, discuss the matter with the tenant and give the tenant an opportunity to identify any extenuating circumstances which may exist.
 - b. The STHD may require the tenant to sign a corrective action plan that specifies how the tenant will correct the violation and prevent future violations of this kind from occurring.
 - c. The correction action plan shall be in writing and signed by the tenant and the STHD.
 - d. If the tenant refuses to sign the corrective action plan or fails to comply with a signed plan, the STHD shall issue a Notice of Termination.
2. Notice of Termination
 - a. A Notice of Termination shall contain the reasons for termination including the specific provision for the lease violation and the specific action of the individual who violated such lease.
 - b. A Notice to Vacate will be issued to each tenant receiving the Notice of Termination.
 - c. The following time frame for terminations will be adhered to; however, based on the process involved, these may fluctuate:
 - i. 14-day notice for non-payment of rent.
 - ii. 24-hour notice for behavior that threatens the lives, health, or safety of other residents or Tribal staff (includes drug activity).
 - iii. 30-day notice for all other violations.

- d. The tenant shall return his or her keys to the STHD upon vacating the unit.
- e. If the tenant fails or refuses to vacate the unit within the applicable time frame the STHD shall enforce the termination by filing a complaint for eviction in the Siletz Tribal Court.

3. One Strike Policy

- a. The STHD will terminate the tenancy during the term of the lease, without the opportunity to correct the violation, for any serious, repeat, or continuing violation of the terms or conditions of the lease, or of applicable Federal, State, Tribal, or local law, or for good cause.
- b. A serious violation justifying immediate termination of tenancy, without the opportunity to correct, is any activity engaged in by the tenant, any member of the household of the tenant, or any guest or other person under the control of the tenant, that:
 - i. Threatens the health or safety of, or right to peaceful enjoyment of their premises by, other residents or employees of the CTSI.
 - ii. Threatens the health or safety of, or right to peaceful enjoyment of their premises by, persons residing in the immediate vicinity of the premises.
 - iii. Is a criminal activity (including drug-related criminal activity) on or off the premises.
 - iv. Is not promptly cured and kept cured.

4. Termination by Tenant

- a. The tenant must provide at least 30 days notice, in writing, to the STHD regarding the intent to vacate the unit and terminate the Rental Dwelling Lease.
- b. The STHD may hold the tenant responsible for the required monthly payment for the period the rental unit is vacant, not to

exceed 60 days from the date of the notice or from the date of move-out, if notice was not given.

- c. The move-out date shall be determined as the date keys are returned to the STHD office or such date as determined by the STHD.

P. Prohibitions

1. No one under 18 years is allowed to live in the Elders Housing Complex.
2. Only Elder, spouse, and/or approved temporary caregiver may reside in the rental unit.

Q. Business Operation

If business operations are suspected or known, a full report will be made to the STHD Executive Director. Violators will be issued a termination notice.

R. Non-Low Income Household

A non-low income household is not eligible to participate in the Elders Rental Cottage Program.

S. Maintenance and Utilities

1. The STHD will be responsible for all building maintenance and repair of utilities.
2. The STHD is not responsible for damages caused by the household members.
3. The STHD will process all work orders for the Elders Rental Cottage units.

T. Conflicts of Interest

1. No person who participates in the decision making process or who gains inside information with regard to NAHASDA may obtain a personal or financial interest. This provision does not, however, apply where a person is low-income and is selected for assistance in accordance with written

policies for eligibility, admissions, and occupancy. However, if an STHD employee or his or her immediate family member is on the waiting list for housing assistance, that employee may not be involved in the selection process.

2. If an STHD employee is provided assistance with NAHASDA funds, the STHD will make a public disclosure of the nature of assistance to be provided and the specific basis for the selection of the person. STHD will provide ONAP with a copy of the disclosure before assistance is provided.

U. HOUSING DEPARTMENT GRIEVANCE/COMPLAINT PROCESS

A. Right to Grieve

Any family that is determined not to be eligible to participate in rental or homebuyer activities, any family that is denied admission, and any family whose occupancy is terminated shall be advised of the right to grieve such action or decision, and will be advised of the right to examine any relevant documents, records, or regulations directly related to the action prior to a hearing or trial. Such review shall not include documents and records containing confidential information regarding other applicants or occupants.

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 Housing Department of the Confederated Tribes of Siletz Indians (CTSI), formerly Siletz Indian Housing Authority (STHD) whose rights, duties, welfare, or status are adversely affected by CTSI 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 CTSI Housing Department action or failure to act pursuant to a lease or Mutual Help and Occupancy Agreement or CTSI Housing Department regulations, policies, or procedures that affects the rights, duties, welfare or status of the complainant.

C. Exclusions

Grievances or complaints based upon the following are excluded from the grievance procedure:

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

D. Informal Dispute Resolution

If an applicant, homebuyer, or tenant disagrees with a Housing decision or action, they are to call the Housing staff member who sent them the decision. Perhaps the issue can be resolved informally and the decision or action explained to the person's satisfaction. While informal resolution is encouraged, it does not affect the time limits to formally complain, grieve and appeal. Administrative remedies must be exhausted, and you cannot skip a step in the formal process.

E. Formal Dispute Resolution

1. Review by Housing Director
 - a. If tenant disagrees with a decision or action of the Housing Department, they have the right to file a complaint, grievance, or request for review with the Housing Director within 30 days from the date of the department's decision or action complained of. The Housing Director will review their case and respond in writing within 30 days.
 - b. No particular form is required to do this as long as the complaint or grievance is in writing and is signed by the party or his or her spokesperson or attorney.

- c. If tenant wants additional information or documentation considered, it must be submitted with the appeal.
- 2. Review by Housing Committee
 - a. If the Housing Director denies the complaint, or if the initial decision was signed by the Housing Director, tenant will have the right to appeal to the Siletz Tribal Housing Committee in writing within 30 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.
 - b. No particular form is required to do this as long as the complaint or grievance is in writing and is signed by the party or his or her spokesperson or attorney.
 - c. If tenant wants additional information or documentation considered, it must be submitted with your appeal. If appealed to the Housing Committee, it is tenant's responsibility to find out when the next Housing Committee meets and to attend if they wish to testify.
- 3. Appeal to Tribal Court
 - a. If the Housing Committee denies the appeal, tenants have the right to appeal to the Siletz Tribal Court within 30 days from the date of the response from the Siletz Tribal Housing Committee.
 - b. Ordinarily, a tenant will not be able to present additional evidence to the Tribal Court. The person requesting Tribal Court review has the burden of showing that based on administrative records previously developed, the final administrative decision of the Tribe is erroneous as a matter of law.