

WORKFORCE HOUSING RENTAL PROGRAM

NON-NAHASDA UNITS – PART B

I. **Workforce Housing Rental Program (WHR) – Part B**

The intent of this program is to provide rental housing to non-low income households that are full time employees of Chinook Winds Casino Resort (CWCR). Four units will be available to households whose income is 80% and above the national median. Rents will be Fair Market Rent amounts and may change on an annual basis.

II. **NON-NAHASDA UNITS**

1. **Definitions**

A. Annual Income: “Annual Income” is used to determine eligibility for the program. The term ‘income’ means income from all sources of each member of the household.

B. Drug Related Criminal Activity: The term “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.

C. Tribal Member:

An enrolled member of the Confederated Tribes of Siletz Indians.

III. **TERMS OF THE LEASE**

The lease term is month to month and renews at the end of every month provided household has paid rent and is otherwise eligible as defined in this policy.

IV. **ELIGIBILITY QUALIFICATIONS:**

1. Enrolled Siletz Tribal Member- First priority will be given to households that have at least one (1) enrolled Siletz tribal member in the household.
2. Applicants may not have any past due debts to the Confederated Tribes of Siletz Indians at the time of unit offer.

V. **PROGRAM DISENROLLMENT**

In the event no household member is employed by CWCR, they will have 60 days to secure full time employment to remain eligible to reside in the Workforce Housing Rental property.

VI. **APPLICATIONS**

Applications may be obtained by e-mail, mail, or by coming to the STHD office. The application consists of the Rental Housing Program application with attachments, including an Authorization to Release Information. All documents must be signed by all adult members of the household and returned to the STHD office either by mail or personally, where they will be date/time stamped.

VII. **WAITING LIST**

Approved by TC 2/1/2020

Eligible applicants will be placed on an active waiting list based on date and time of application once all required documents are received.

Household must include at least one enrolled Tribal Member and one household member is employed full time by Chinook Winds Casino Resort for 6 consecutive months prior to the date of application.

VIII. INELIGIBLE APPLICANTS

The CTSI Housing Department will promptly notify any rejected applicant in writing of the grounds for any rejection. Notification shall be made within 30 working days of application date.

An applicant will be considered ineligible:

1. If any member of the family has committed fraud, bribery or any other corrupt or criminal act in connection with any housing program. It is not necessary that the act result in a criminal conviction;
2. If any member of the family has engaged in drug related criminal activity or violent criminal activity, whether or not such activity has resulted in a conviction;
3. If any member of the family has engaged in or threatened abusive or violent behavior toward CTSI personnel or other residents;
4. If any member of the family has severely damaged any property in any rental unit; or
5. If an applicant or any member of his/her household owes funds to STHD or another landlord, STHD will consider them to be ineligible until they have taken care of their obligation.
6. If an applicant or any member of his/her household has been evicted by STHD in the last 3 years unless the applicant can provide acceptable landlord references for two prior years.
7. **No Pets Allowed** within the Workforce Housing Development Project.

IX. BACKGROUND CHECKS

1. A Criminal History Background check will be conducted on all applicants and household occupants 18 years of age and older.
2. If the background check shows substantial, material, questions regarding the applicant's history of meeting financial obligations, and/or criminal or illegal activities that would have a detrimental effect on other residents, the household will be determined ineligible.

X. SELECTION

1. Selected families will be notified in writing. The offer must be signed by the applicant and returned to STHD within 15 days. Failure to respond within the 15 day time period will result in offer being rescinded.
2. If the selected family decides not to accept the rental unit offered, the applicant will be moved to the bottom of the list with a new date/time stamp.

XI. CONFLICTS OF INTEREST

No person who participates in the decision making process or who gains inside information with regard to housing activities or contracts 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 a STHD employee or his/her immediate family member is on the waiting list for housing assistance, that employee may

not be involved in the selection process.

XII. MOVE-IN

This will involve an inspection of the unit, with Housing Department staff and resident, to identify any deficiencies. An explanation and demonstration of all equipment and systems in the unit will be provided.

XIII. MOVE-OUT

This will involve an inspection of the unit with the Housing Department staff to identify deficiencies. Tenants shall be responsible for deficiencies identified other than ordinary wear and tear. Renters are responsible for damages.

XIV. RENT PAYMENTS AND DEPOSIT

1. RENT PAYMENTS

- A. Flat rent for the **four non-low income/non- NAHASDA Units** shall be at “fair market” and may be adjusted annually. **Initial rent:**

Bedroom Size	Fair Market Rent
2	\$ 825
3	\$1,200

- B. Rent payments are due & payable on or before the (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. All households will pay a \$800 security deposit prior to occupancy

XV. OCCUPANCY

1. PRINCIPLE RESIDENCE

A condition for selection as a renter for continued occupancy is that they must agree to use and continue to use the unit as the principle residence during the term of the Lease agreement. Failure to occupy the rental unit as the principle residence shall constitute grounds for termination of the Lease.

2. SUBLEASE

Subleasing is not allowed.

3. GUESTS

Renters may have guests; however no guest may stay for more than fifteen (15) days in any twelve (12) month period without the prior written approval of STHD.

4. DISTURBANCES

The renter must agree to cause all family members or other persons who are on the premises with his/her consent to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project

in a decent, safe and sanitary condition. Disturbances are causes for termination of a rental dwelling lease.

The renter must agree that he/she and any member of his/her household or guest shall not engage in criminal activity, including drug-related criminal activity. Such criminal activity shall be cause for termination of the Rental Dwelling Lease.

5. LOCKS CHANGE

A renter shall not alter or change the locks on his/her home or apartment. If a lock needs to be replaced, the STHD must be notified so that the lock can be keyed to the master-key system of the STHD. All such changes shall be done at the renter's expense.

6. INSPECTIONS

- A. Annual Inspections: The renter shall agree to allow Housing Department Staff to inspect the rental unit upon initial occupancy and annually thereafter, at the time of lease renewal. STHD will charge renters for repairs beyond normal wear and tear.
- B. 48 Hour Notice Inspections: STHD shall have the right to inspect any unit upon at least forty-eight (48) hours' notice to the renter for the purpose of determining if they are fulfilling their obligations to maintain the unit.
- C. Emergency Inspections: The STHD shall have the right to enter the rental unit without notice for suspected abandonment, when utility service has been discontinued or when severe damage is evident. The STHD shall leave a written notice on the front door at the time any such entry is made.

XVI. TERMINATIONS

1. Termination by renter

The renter must provide at least thirty (30) days' notice in writing to STHD of their intent to vacate the unit and terminate their lease agreement. STHD may hold the renter responsible for the required monthly payment for the remaining lease period. The renter shall turn his/her keys over to the STHD upon vacating.

2. STHD Initiated Termination

The Notice of Termination shall contain the reasons for termination including the specific provision for the lease violated and the specific action of the individual who violated it. A notice to vacate will be issued to each individual receiving the notice of termination. The following time frames for evictions will be adhered to, however, based on the process involved, these may fluctuate:

- 1. 14-day notice for non-payment of rent. (If no payment via payroll is received)
- 2. 24-hour notice for behavior that threatens the lives, health, or safety of other residents or STHD staff (includes drug activity).
- 3. 30-day notice for all other violations.

If tenant fail or refuse to vacate the premises within these time frames, STHD shall enforce the Termination by filing a Complaint for Eviction in Tribal court.

ONE STRIKE POLICY: STHD will not offer an opportunity to cure violation of lease agreement in the event of serious or repeated or continuing violations.

A serious violation justifying immediate termination of tenancy without need to offer opportunity to correct, is any activity, engaged in by the resident, any member of the household of the resident, or any guest or other person under the control of the resident, that:

- A. Threatens the health or safety of, or right to peaceful enjoyment of their premises by, other resident or employees of the owner or manager of the housing.
- B. Threatens the health or safety of, or right to peaceful enjoyment of their premises by, person residing in the immediate vicinity of the premises:
- C. Committing criminal activity (including drug-related criminal activity) on or off the premises.

I. Department Appeal and Complaint Process

1. Right to Appeal:

Any family which is determined not to be eligible to participate in rental activities, any family that is denied admission and any family whose occupancy is terminated shall be advised of the right to appeal 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.

2. Definitions:

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

3. Exclusions:

Appeals 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 Indian 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 Indian Housing development.

These "24 hour" terminations will proceed to an eviction if the renter does not vacate in the 24 hour period, and will be heard in the Tribal Court.

4. 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.

5. 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. The Housing Director will review your case and respond in writing within 20 days.

2nd Step: Tribal Court

If you disagree with the Housing Director decision on a non-termination action, you have the right to appeal to the Siletz Tribal Court within 20 days from the date of the response from the Housing Director. However, if the Housing Director's decision is to uphold your termination, the STHD will file an eviction action against you in Tribal Court, and you will be able to challenge that decision in your response to the eviction case.