

SQUAXIN ISLAND TRIBE

ELIGIBILITY, ADMISSION, AND OCCUPANCY

POLICY

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I. Introduction

A. General Purpose

The Squaxin Island Tribe shall provide adequate and affordable housing and housing services to low- and moderate-income Indian families and individuals within the Indian area served by the Squaxin Island Tribe. The Housing Program shall remain sensitive to the cultural goals of the Tribe. Housing shall be provided in safe and healthy environments in compliance with the requirements, rules, and regulations of the Native American Housing Assistance and Self-determination Act of 1996. The Squaxin Island Tribe shall provide these services in an impartial and efficient manner, recognizing that the Squaxin Island Tribe grants a preference to enrolled tribal members.

This policy is designed to serve as:

1. a guide for the Squaxin Island Tribe in determining eligibility, admission of applicants, selection criteria, and occupancy standards.
2. a document which provides for consistent, equitable, and uniform treatment of clients.
3. a basis for decision-making by Squaxin Island Tribe staff.
4. a training manual for newly-hired or appointed staff.

B. Application of Policy

This policy is applicable to all Squaxin Island Tribe clientele, including but not limited to applicants, residents, renters, home buyers, housing program participants, and enrolled Squaxin Island Tribal Members.

C. Elders' Rental Housing Policy

Nothing in the policies developed by the Squaxin Island Housing and Utilities Commission shall diminish or otherwise change the Squaxin Island Elders' Rental Housing Policy whose purpose is to provide a safe and secure environment with close Tribal facilities as an alternative living arrangement for our Elders with the design focused on Elder living styles and units not designed for non-Elder use.

D. Existing Agreements

When this policy is in conflict with existing lease purchase or rental agreements, those agreements take precedence.

II. Eligibility for Housing

The purpose of this section is to determine who is eligible to participate in Squaxin Island Tribal housing programs.

Applicants must meet all of the following requirements to be eligible for the rental, home ownership (lease purchase), housing improvement, and other housing programs managed by the Squaxin Island Tribe's Housing and Utilities Commission and the Department of Community Development.

A. Family Composition

An applicant must qualify as a family, defined by the Squaxin Island Tribe as two or more persons who are related by blood, marriage, or operation of law and who have evidenced a stable family relationship; or a single person who lives alone and intends to live alone and does not qualify as an elderly family, displaced person, or remaining member of a tenant family. "By blood" shall mean father, mother, brother, sister, aunt, uncle, children, grandparents, grandchildren, nieces, nephews, first and or second cousins. "Marriage" shall mean a marriage acknowledged in any state or tribal jurisdiction, same sex and common law marriages. "Operation of law" shall include adoption in tribal or state court, guardianship and or foster care. or a single person who is elderly or near-elderly, handicapped, disabled, displaced, or the remaining member of a tenant family.

An applicant must qualify as an Indian family, defined by the Squaxin Island Tribe as a family whose head of household or spouse is an enrolled member of the Squaxin Island Tribe included on all primary lists for services and for members of other federally-recognized tribes included on all secondary lists for services. (24 CFR Part 1000.104 & Section 201(b) of NAHASDA)

B. Non-Indian Families (24 CFR Part 1000.106, 1000.108, 1000.118 and Section 201(b)(3) NAHASDA)

Exception to Indian family requirement.

If an applicant qualifies as a family but does not qualify as an Indian family, the Squaxin Island Tribe may determine the family to be eligible if the family demonstrates to the Squaxin Island Tribe 's satisfaction that their presence in the community is essential to the well being of other Indian families and their need for housing cannot reasonably be met without participation in the Squaxin Island Tribe housing program.

C. Income Limitations (See Section 205 of NAHASDA)

1. Maximum Income

The applicant must qualify as a low income family, defined as a family whose income does not exceed 80% of the median income for the area or the United States, whichever is greater. Income limits are adjusted for family size and updated on an annual basis. Moderate income Indian families, defined as a family whose income is between 80% and 120% of the median income for the area or the United States, whichever is greater, may be served. (See Appendix A).

2. Income Sufficient to Comply with Program Requirements

Under the Housing Program of the Squaxin Island Tribe, participants are required to satisfy obligations such as rent and lease payments, administration fees, user

fees, utilities, maintenance, etc. The applicant must demonstrate the ability to meet these requirements. The minimum annual income prior to any adjustments acceptable by the Squaxin Island Tribe is \$15,000 for home ownership and \$3,000 for the rental program to be economically feasible for tenants and the Tribe.

3. Ongoing Source of Income

An applicant must demonstrate a stable income. The applicant(s) must have been self-employed or employed by the same employer(s) for at least 6 months, or have maintained a stable income at an acceptable level for the past 12 months, or demonstrate to the satisfaction of the Office of Housing a stable and acceptable estimated income for the next six months in order to meet this requirement.

It will be mandatory for applicants and or current tenants who are unemployed to claim treaty income. If a tribal member is employed it is his or her option to include all or none of his or her treaty income but if claimed as a means of income it will be locked in for three consecutive years.

4. Estimating Income

The applicant's annual income shall be determined by estimating the anticipated total income from all sources to be received by the head of household, spouse, and additional members of the family over the next 12 months based on income verified for the previous 12 months.

5. Exception to Minimum Income Requirement

The Office of Housing may waive the minimum income limit requirement under the following circumstances:

- a. Massive lay-off in Tribal programs due to budget cuts.
- b. Extended resource closures affecting treaty income.
- c. National recession resulting in substantial reduction in employment.
- d. Reduction of income because of changes in family composition.

6. Exception to Maximum Income Limits (See 24 CFR Part 1000.106, 108, and 110)

The Office of Housing may waive the maximum income limit requirement under the following circumstances:

- a. The applicant demonstrates to the satisfaction of the Squaxin Island Tribe that their need for housing cannot be met without assistance.
- b. The income waiver is consistent with HUD and Tribal regulations.
- c. The Squaxin Island Tribe may waive the income limits for a model program, subject to HUD approval.

D. Income Verifications (See 24 CFR 1000.128)

In order to determine that data upon which determination of eligibility, selection, preference, and rents/payments to be charged are accurate, such data must be verified. The method of verification shall be written verification by a third party or other method acceptable to the Office of Housing. In the event that third party verification cannot be obtained, the Office of Housing may allow the applicant to submit relevant information provided that the submission contains a notarized statement, certification, or affidavit

signed by the applicant, and stating that the information submitted is true and accurate.

Complete and accurate verification records, consisting of, but not limited to the following, are to be maintained by the Office of Housing.

- Letters or other statements from employers and other pertinent sources giving authoritative information concerning all amounts of income such as an employee Federal W-2 form.
- Copies of documents in the applicant's possession which substantiate his or her statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff who viewed them.
- Certified statements and summary data from bank accounts from self-employed persons and persons whose earnings are irregular, such as salespersons, fishers, shellfish harvesters, waitresses, etc., setting forth gross receipts, itemized expenses and net income.
- Memoranda of verification of data obtained by personal interviews, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.

E. Social Security Number Requirements

The applicant must furnish the Office of Housing with social security numbers and/or copies of social security cards for each family member or person listed on the application. For minor children, a written certification may be submitted in lieu of a social security card.

F. Restrictions on Assistance to Non-citizens

The Squaxin Island Tribe restricts housing assistance to U. S. citizens.

G. Additional Criteria for Eligibility

1. To be eligible for home ownership, an applicant must demonstrate income within 50% to 80% of medium income.
2. Prior to placement on the waiting list for rental or home ownership units or receipt of housing services, the applicant must meet the following additional eligibility criteria:
 - A. The applicant must not have been previously evicted for non-payment or non-compliance with any Squaxin Island Tribe, TDHE, IHA, Tribal or public housing authority (PHA) policy.
 - B. The applicant must not have previously participated in a HUD-assisted program and abandoned the dwelling unit or left the program with an outstanding balance that has not been satisfied.
 - D. The applicant must not have exhibited a record of past performance and behavior that includes destruction of property or other activities that endangered or were detrimental to other residents.
 - E. The applicant must divulge if they or any member of the family they will be occupying the units has been convicted of a serious criminal offense particularly drug-related activities, physically violent crimes, or other criminal acts which may endanger other residents must be by the applicant. If such a criminal record is divulged the application must be approved or disapproved

by the Housing and Utilities Commission.

3. If the applicant has an outstanding financial obligation with the Squaxin Island Tribe, they will be advised in writing that their approval to be placed on the Waiting is conditional. They must agree to settle any outstanding debt prior to the final eligibility check immediately before assignment of a unit. Failure to have fully settled any outstanding debt by that time will result in the applicant's removal from the Waiting List.

III. Receipt of Applications and Determination of Eligibility

A. Application

This section outlines the basic steps to be followed in the application process and in obtaining and verifying information for the purpose of determining eligibility.

1. Application process

The application is the basic record of each family/person applying for admission and/or services. Each applicant will be required to provide all information requested on the application and to sign all necessary forms, documents, and certifications. All information or any statements made by the applicant are subject to verification. Applications shall be received at: Squaxin Island Tribe, Office of Housing, 70 S. E. Squaxin Lane, Shelton, WA 98584. All applications shall be fully completed and signed using indelible pencil or ink. Immediately upon receipt, the application shall be date/time stamped, and initialed by Office of Housing. Completed applications may be mailed or delivered in person.

Verification of all information that affects eligibility, family composition, selection, priority or preferences, annual income, unit size, determination of affordable payments or rent, and housing need is required.

Each applicant must also sign a consent form for the release of information from third parties to the Office of Housing for income verification.

2. Applicant Responsibilities

The applicant is responsible for providing all of the necessary information and accurately completing the application. The applicant must certify that all information contained in the application is true and accurate to the best of their knowledge. The applicant is responsible for making corrections or updating the application on an annual basis. Failure to update an application at least once during any 12 month-period is grounds for placing the application in an inactive file and removing the family or single person from the waiting list. The Office of Housing will notify applicants when a application update is due.

3. Application File

The Office of Housing shall maintain a file for each family completing an application. All information supplied by the applicant, verification of information, and all relevant correspondence with the applicant, shall be contained in the file. All files are confidential with access granted only to those employees authorized by the Director of the Department of Community Development and who have agreed to and signed a confidentiality statement. Files will be placed in one of four categories.

a. Eligible

This file contains those applications that have met initial eligibility requirements and have been placed on the waiting list for the rental, home ownership, housing improvement, and other housing programs.

b. Ineligible

This file contains those applications that have not met initial eligibility requirements and have been determined to be ineligible for the rental, home ownership, housing improvement, and other housing programs.

c. Incomplete/Pending

This file contains those applications that have not been sufficiently completed or verified for a determination of eligibility to be made. Applicants submitting an incomplete application shall be notified by the Office of Housing and be given 30 days to submit the missing information. If the information is not submitted in a timely manner, the application shall be placed in the inactive file.

d. Inactive

This file contains those applications that have not been updated within 12 months. Those applicants shall be removed from the waiting list and shall have to re-apply in order to be placed back on the waiting list. Incomplete applications which are not corrected in a timely manner shall be placed in this file.

B. Eligibility Determination

1. Applicant Determined Eligible (24 CFR Part 1000.146)

Upon receipt of a completed application, the Office of Housing shall make a determination of eligibility. An applicant determined to be eligible shall be promptly notified in writing and placed on the rental, home ownership, housing improvement, and other housing program waiting list.

2. Applicant Determined Ineligible

Upon receipt of a completed application, the Office of Housing shall make a determination of eligibility. An applicant determined to be ineligible shall be promptly notified in writing. The notice shall state the reason(s) for the ineligibility and advise the applicant of his/her right to appeal.

C. Waiting List Administration

The Office of Housing shall maintain a waiting list for the rental, home ownership, housing improvement, and other housing programs managed by the Department of Community Development, separate and apart from any other Tribal program. The list shall be comprised of applicants that have been determined to be eligible. The eligible applicants shall be placed on the waiting list by order of their date of their approved application. Separate waiting lists will be maintained for different size housing units (see Section V). Squaxin Island Tribal members will have priority on all lists.

1. Updating the Waiting List

The waiting list shall be updated on an annual basis. It is the responsibility of each applicant to update their application at least annually. In order to remain on the waiting list, an applicant must continue to update their application and remain eligible for the rental, home ownership, housing improvement, and other housing programs managed by the Department of Community Development. Applicants who fail to update their application within 30 days of their most recent eligibility date shall be placed in the inactive file and lose their original date.

Any applicant on the waiting list who wishes to be removed from the list must submit a written request to the Office of Housing. Otherwise, no eligible applicant may be removed from the waiting list except for failure to update in a timely manner.

2. Suspending the Taking of New Applications

The Squaxin Island Tribe reserves the right to close the waiting list and suspend the taking of new applications at any given time. The Squaxin Island Tribe may also set submission deadlines for inclusion in a particular project, program, or funding year.

IV. Selection Procedures and Requirements

A. General Provision (See 24 CFR Part 1000.120)

The Office of Housing shall select eligible applicants from the waiting lists for rental, home ownership, housing improvement, and other housing programs.

B. Order of Selection

Eligible applicants shall be categorized according to date of their application and specific housing requirements. The highest priority shall be given to the oldest dated application based on income requirement and family composition. The waiting lists shall be maintained by bedroom size. Once all applicants for an available bedroom size have been served by date of application, the list for the next smaller bedroom size shall be served by date of application.

C. Screening of Applicants

Prior to placement in a unit or receipt of services, the Squaxin Island Tribe shall conduct a thorough screening process of each applicant to determine suitability for admission. The screening process shall include a review of pertinent factors including the following:

1. The applicant's past performance in meeting financial obligations, including but not limited to rent and utilities. The Office of Housing shall request a report from a consumer credit reporting agency. The Office of Housing shall request information from former landlords detailing payment history for at least 2 prior years.
2. Whether the applicant was previously evicted for non-payment or non-compliance with any Squaxin Island Tribe, TDHE, IHA, Tribal or public housing authority (PHA) policy.
3. Whether the applicant previously participated in a HUD-assisted program and abandoned the dwelling unit or left the program with an outstanding balance that has not been satisfied.
4. The applicant's past performance and behavior including destruction of property, disturbance of neighbors, poor housekeeping practices, or other activities which may endanger or be detrimental to other residents. The Squaxin Island Tribe may request a home visit at the applicant's present residence. If a home visit is not logistically feasible or is denied, references shall be required.
5. The criminal record of the applicant and all resident family members, particularly drug-related activities, physically violent crimes, or other criminal acts which may endanger other residents shall be checked. The Office of Housing shall request information from law enforcement agencies and the National Crime Information Center (See 24 CFR Part 1000.150 and 152 and Section 208 of NAHASDA).

D. Determination of Suitability

In determining whether an applicant is suitable for admission, the Office of Housing shall review all of the information gathered in the screening process, taking into consideration the date, nature, and severity of the occurrences and the probability of future occurrences. If an applicant is determined to be unsuitable for admission, a written notice of the determination and the grounds for the determination shall promptly be sent to the applicant. The notice shall advise the applicant(s) of their right to appeal to the Housing

and Utilities Commission. The request for appeal must be submitted within 10 calendar days of the date of the notice. An appeal hearing to make a final determination on the matter shall be scheduled at the earliest convenience of both parties.

E. Notification of Selected Applicants (See Section 207 of NAHASDA)

Promptly after an applicant has completed the screening process and been determined to be suitable for admission, the applicant shall be notified of their selection. The notification shall include, but is not limited to the following:

1. A statement that the family has been selected for participation in the rental, home ownership, housing improvement, and other housing programs managed by the Department of Community Development.
2. A statement that the family shall be required to participate in mandatory counseling or training sessions prior to occupancy.
3. A statement that a homebuyer agreement, contract, or lease shall need to be executed if a family is willing and able.
4. A statement that admission and contract execution is subject to a final income and eligibility verification.
5. The address, location, legal description, unit number, or type of services to be received (amount of assistance).
6. A statement that the family has 10 calendar days in which to respond to the notice, either by accepting or rejecting the service, assistance or unit offered.
7. A statement that failure to respond within 10 calendar days shall be regarded as a rejection of the offer.
8. A statement that a rejection of the offer shall result in the family receiving a new date (date of formal rejection) and that their application shall be placed at the bottom of their priority group on the waiting list.
9. A statement that the notice is not a contract and does not obligate the housing program in any way.

F. Successors (for home ownership, lease-purchase only)

1. Manner of Designation

Each homebuyer shall designate a successor at the time the home ownership (lease purchase) agreement is executed. The designation may be changed at any time during the duration of the agreement, provided that such changes are made in writing by the homebuyer.

2. Events Authorizing Successors

In the event of death, physical or mental incapacity, the person designated as successor shall succeed to the rights and responsibilities of the homebuyer provided that all eligibility and program requirements are met.

3. Situations where Successors will not be Recognized

The designated successor shall not succeed if the home ownership (lease purchase) agreement is terminated for any reason other than death, physical or mental incapacity. A family may transfer a unit to another person, subject to approval by the Office of Housing (see Transfer section, Section IV, Part G).

4. Eligibility of Successor

The designated successor must either be the spouse of the homebuyer or a direct descendant, or meet all other eligibility and selection requirements as specified in this policy.

5. Squaxin Island Tribe Designation of Successor

If the designated successor is not eligible or does not meet admission standards, the designated successor shall have the opportunity to designate an eligible successor; if no eligible successor can be identified, the home shall be relinquished to the Department of Community Development.

6. Succession to All Rights and Obligations

The designated successor shall assume all rights and obligations of the former homebuyer, including all outstanding amounts owed and any amounts in the equity account.

7. Minor Children Occupying Home; Guardianship Agreement

After the occurrence of death, physical or mental incapacity, if there is no qualified and eligible successor, the Office of Housing shall execute a home ownership (lease purchase) agreement with an adult who has been appointed legal guardian of the children as an occupant of the home. The guardian shall be responsible for performing the duties and obligations of the home ownership (lease purchase) agreement on behalf of the children. This arrangement shall remain intact until the oldest child reaches the age of 18 years, at which time that person may become the head of household, if qualified. If at any time prior to the oldest child reaching the age of 18 years, the guardian is no longer willing and able to perform the obligations and duties of the agreement, and no other guardian is appointed, possession of the home shall revert back to the Department of Community Development.

8. Trust, Restricted, or Special Consideration of the Land Status

In case of trust, restricted, or special land considerations, the Squaxin Island Tribe shall review applicable statutes and requirements prior to approving a successor, or designating a subsequent homebuyer. The home ownership (lease purchase) agreement may be modified to accommodate any special considerations.

9. Equity, MEPA, and Purchase Price Schedule

There shall be no interruption or change in the amortization schedule due to succession of the home. All rights and obligations, including equity accounts, shall be transferred to the subsequent homebuyer.

G. Transfers

1. Requirements for Transfer

Any family or person(s) requesting a transfer to another project, program, or unit must do so in writing. In the case of rental units, the Office of Housing shall determine that a transfer is warranted. All transfers are subject to availability of units. The Office of Housing may approve transfers for the following: size of unit not compatible, change in income level, employment, or education. Two families may transfer (trade) units if both parties agree that it is in their best interest, and the Office of Housing approves.

2. Families Must be Current

In order to transfer, the family, person, or families must be current on their house payments or rents, and on their Tribal utility payments.

3. Maintenance and Repairs Performed

All necessary repairs and rehabilitation of the unit shall be charged to the current tenant prior to move-out. If the total amount of charges is unclear, a "good faith" estimate shall be provided by the Office of Housing. All move-out charges shall be satisfied in full by both parties before the transfer is approved by the Office of Housing.

4. Purchase price schedule (home ownership only)

All rights, obligations, and equity shall be transferred to the new home. The purchase price shall be the remaining balance owed on the home.

5. Transfer of Unit to Other Parties (home ownership only)

A homebuyer may transfer all rights, benefits, duties, and obligations of a home ownership (lease purchase) agreement to another person(s) in certain circumstances. The request shall be made in writing and all applicable requirements for transfer and admission must be satisfied by both parties before approval will be granted. The recipient of the housing unit must be fully eligible for selection for housing and already be on a priority waiting list. Requests for transfer of a unit to other party must be approved by the Housing and Utilities Commission.

V. Occupancy Standards

In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule. The tribe may make exceptions due to unusual circumstances. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc.

NUMBER OF BEDROOMS	NUMBER OF PERSONS
2 BR	1-3
3 BR	3-5
4 BR	5-6
5+ BR	7+

VI. Leasing, Lease Purchase Requirements and Rules of Occupancy

A. Execution of the Agreement (see Section 207 of NAHASDA)

Prior to occupancy of a unit or at any earlier time determined by the Office of Housing, the participant/home buyer shall execute a home ownership (lease purchase) agreement with the Tribe. This agreement is a legal document which describes rights, duties, obligations, and responsibilities, and shall be executed promptly after final selection of the applicant. The agreement shall be executed in duplicate original with both parties receiving an original document. The head of household and spouse shall sign the agreement and the Community Development Director or the Housing Manager shall sign on behalf of the Tribe.

1. Changes, Modifications, and Amendments

If the homebuyer (head of household or spouse), or the unit (due to transfer) changes, a new home ownership (lease purchase) agreement shall be executed. The Housing and Utilities Commission may revise or adopt policies which affect the home buyer's obligations and requirements under the agreement. Such changes do not require execution of a new agreement.

2. Termination of Agreement by the Home Buyer

The homebuyer may terminate the agreement provided that a 30 calendar-day written notice is given to the Office of Housing, and the procedures for termination contained in the agreement are followed.

3. Termination of agreement by the tribe

The Office of Housing may terminate the agreement in accordance with the termination provisions contained in the agreement. A failure by the homebuyer to comply with any of the requirements, obligations, or duties outlined in the agreement shall be grounds for termination. The Office of Housing shall issue a notice of breach to the home buyer promptly after the occurrence of such a breach, notify the home buyer of grievance procedures, and state the action required by the homebuyer to amend the breach. If the breach is not amended to the satisfaction of the Office of Housing, a notice of termination shall be issued. The notice of termination shall be in accordance with the terms and conditions of the agreement.

B. Guidelines and Rules of Occupants (See Section 207 of NAHASDA)

1. Principal Residency Requirement

As a condition of occupancy, homebuyers are required to use the home as a principal residence.

2. Determination of Abandoned Unit

A home which has been unoccupied for a period of 15 calendar days or more without notification to the Office of Housing may be determined to be abandoned and in breach of the home ownership (lease purchase) agreement.

3. Business Use of Home

The use of the home for operation of a business may be approved by the Office of Housing. The operation of a business may be essential for the well-being of the family, or for the family to meet its obligations under the agreement. The operation of the business should not negatively impact neighbors or surrounding community. A request to operate a business out of the home shall be made in writing. A decision on the request shall be made within 10 calendar days of the date of the request. A denial is subject to the appeal procedure described at Section III.B.3.

4. Structural Modifications

No resident or home buyer shall make any structural modifications or additions to the unit unless approved by the Office of Housing. A request for modification shall be made in writing, and provide detailed information regarding the proposed change (e.g. plans/specifications). If the resident or home buyer is in full compliance with the terms of the home ownership (lease purchase) agreement, the Office of Housing may approve the request.

a. Alterations and Additions

Modifications which may be approved include but are not limited to energy conservation items, alternative heat and air, enclosing a carport or garage, adding storage space, adding living space, permanent fencing, and cosmetic interior items. The Housing and Utilities Commission must approve all major alterations.

b. Resident Expense

All costs and expenses incurred by the resident or homebuyer in making modifications shall be solely the responsibility of the homebuyer or resident.

c. No Liens

No liens may be placed on the home in connection with structural modification. The property shall remain unencumbered until conveyed to the homebuyer.

d. Construction/building Code Requirements

All construction shall be done in accordance with local building codes and ordinances. The Office of Housing shall be given the opportunity to inspect the work during all phases of completion.

e. MEPA/Equity Use (home ownership only)

If the home buyer is in compliance with the terms of the home ownership (lease purchase) agreement, the Office of Housing may approve the use of equity funds to pay for the cost of structural modifications.

5. Damage to Property

Home buyers and residents shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the home, neighborhood, and community including all public and Tribally-owned property. The head of household and

spouse are responsible for all family members and residents of their homes or rental units.

6. Public Disturbance

Home buyers and residents shall not engage in unlawful activities or activities which could cause a disturbance to neighbors and the surrounding community. The Office of Housing shall maintain a record of all official reports by law enforcement of public disturbances. Filing of three or more official public disturbance reports by law enforcement may result in termination of the home ownership agreement or rental agreement.

7. Responsibility to Provide Utilities

It is the responsibility of the homebuyer or renters to provide all utilities for the unit including deposits.

8. Home Ownership Payments and Rents

All homebuyer and rent payments are due on the 1st day of the month, in accordance with the Tribal Collection Policy.

9. Maintenance and Appearance of the Home and Property

a. The home buyer shall provide all maintenance and basic upkeep of the home, keeping it in an acceptable condition and free from trash, clutter, and debris (including old or junk cars). The Tribe shall monitor the condition of the unit through periodic on-site and drive-by inspections. A car must have a valid license plate or it shall be considered a junk car and the home buyer shall be required to remove it from the property.

b. Garbage:

Tenants must properly dispose of their garbage by obtaining commercial garbage service or other appropriate and legal means. Garbage shall not be allowed to accumulate on the grounds. Garbage shall not be stored outside in plastic garbage bags. When garbage is observed accumulating around a residence, the Office of Housing will advise the tenant to properly dispose of the garbage. Tenants will have 15 days to comply or risk termination of their lease or MHA. In lieu of initiating action to terminate the lease of MHA, the Office of Housing may obtain garbage service for the tenant and add the cost of service it to the monthly rent or other payments. "

c. Fees and Charges

Reconnection of water service after shut-off	\$20.00
Insufficient funds check	\$20.00
Missed appointment for maintenance related work	\$50.00
Missed appointment for annual inspection	\$50.00
Court related cost to recover in the eviction process	
Filing Fee	\$10.00
Court Costs	\$25.00
Administrative Fees	\$75.00

10. Pet/Animal Control

All home buyers and renters shall remain in compliance with local animal control policies and ordinances. Renters shall be allowed to have only one pet and home buyers and home owners shall be allowed to have two pets. The pet may be a cat, dog, or other small domesticated house pet. Horses and other livestock are not allowed. If the Office of Housing determines the pet is creating an unsafe or unsanitary condition for the unit or the grounds, the tenant shall be required to remove the pet from the premises. If the pet threatens the safety of the neighborhood, the Office of Housing shall inform the tenant to immediately remove the pet from the property of the tribe/Office of Housing. Pit Bulls, Rotewilers, or other breeds determined to be unacceptable by the Housing and Utilities Commission shall not be allowed in rental units or grounds. All dogs shall be on a leash or secured in a fenced area. Cats and dogs shall be neutered or spayed. Tenants will not maintain cats or dogs for breeding purposes. The tenant shall be warned only once regarding the need to get rid of the problem pet; thereafter, appropriate local agencies shall be contacted and termination of the lease agreement may be initiated.

11. Requirement to list Occupants

The homebuyer is required to list all occupants of the unit or home on the family's admission form/record/application for continued occupancy. Any visitors who remain for an extended period of 15 calendar days are subject to inclusion on the family's official record.

12. Homebuyer and Resident Responsibility for Children and Guests

The homebuyer (head or spouse) is responsible for all actions of the residents, guests, and children of the home and may be held accountable for such actions.

13. Inspections

The homebuyer or renter shall permit the Office of Housing to periodically inspect the unit or home and grounds.

14. Counseling

The homebuyer or resident is required to attend all mandatory counseling sessions scheduled by the Office of Housing. The home buyer or /resident may be required to attend individual counseling sessions as a condition of continued occupancy.

15. Prohibition of Illegal Drug Activities

Any conviction for a drug-related criminal activity shall be grounds for immediate termination in accordance with the home ownership (lease purchase) agreement.

16. Insurance

The Office of Housing shall provide required insurance on the unit structure

including fire and extended coverage. The homebuyer or resident will have to secure their own insurance for personal property and contents. It is the home buyer's and renter's responsibility to report all damage to the unit so claims can be processed in a timely manner.

17. Re-certification Requirements

The home buyer or resident is required to update relevant information regarding income, family composition, payment, rent calculations etc. on an annual basis (*See Certification Process*).

18. Prohibition of Subleasing

The homebuyer or resident shall not take in boarders or sublet the unit without prior approval by the Office of Housing (See Subleasing Policy section, Section C).

19. Security Deposit (Rental Only)

The resident is required to pay a security deposit in the amount of \$200.00. The deposit shall be refundable within 30 days after move-out, provided that all conditions, obligations and requirements of the lease agreement have been satisfied. Renters with pets are required to pay an additional non-refundable pet deposit in the amount of \$100.00.

20. Other Responsibilities and Obligations under the Home Ownership (Lease Purchase) Agreement

The homebuyer or resident is responsible for complying with all other responsibilities and obligations stated in the home ownership (lease purchase) agreement.

21. Other Tribal Requirements

The homebuyer or resident is responsible to adhere to additional requirements identified by the Office of Housing.

C. Sublease Policy (Home ownership only)

1. Approval of Sublease Required

The Office of Housing may approve a sublease of a home under certain circumstances. The request to sublease must be in writing and state the reason for the request and the length of the sublease. In order to sublease, the homebuyer must be in full compliance with the home ownership (lease purchase) agreement.

2. Allowable Justification and Reasons for Sublease

The Office of Housing may approve a sublease for the following reasons: employment, higher education, medical treatment or illness, or military duty. Requests for a sublease for emergency situations not covered by this section can be submitted to the Housing and Utilities Commission for consideration.

3. Duration of the Sublease

The Office of Housing may approve a sublease for a period of up to one year.

4. Approval of Sublease

The Office of Housing may approve a sublease if the proposed sub-lessee meets all the selection and eligibility requirements of this policy.

5. Form of Sublease

The sublease form shall be provided by the Office of Housing and executed in triplicate original with the Tribe, homebuyer, and sub-lessee; each receiving an original document.

6. Sublease Payment

The payment for the unit shall continue to be calculated based on the homebuyer's income and not of the sub-lessee.

7. Home buyer's Obligation Continues

The approval of a sublease by the Office of Housing temporarily waives the homebuyer's obligation to reside in the home and use it as a principal residence for a specified period. Subleasing does not waive or otherwise exempt the homebuyer from any other requirements or obligations of this policy or the homebuyer agreement.

8. Termination of Sublease

While the Tribe is not a party to the sublease agreement, the Office of Housing retains the right to terminate the sublease if either the sub-lessee or homebuyer does not continue to comply with the terms and conditions of the sublease or Tribal policy requirements. The termination shall be in accordance with the home ownership (lease purchase) agreement and Tribal policy.

VII. The Certification Process (See 24 CFR Part 1000.128)

A. Annual Re-certification

1. Scheduling

Home buyers/residents are required to re-certify income on an annual basis. All information required for re-certification shall be provided to the Office of Housing by homebuyers and renters annually, upon request of the Office of Housing. To the maximum extent possible re-certification will be completed in conjunction with the annual inspection. Re-certification includes verifying information needed to determine homebuyer payment/rent payments and other vital information concerning the family's composition and records. The tribe shall notify the home buyer/resident of the need to re-certify and set a date/time for the re-certification.

2. Adjustments to Home buyer Payments/Rent Payments

After the annual re-certification process is completed an adjustment in payment/rent amount will be made effective thirty (30) days following the first of the next month after the re-certification is signed for house payment increases. If the house payment decreases it shall be effective immediately and pro-rated if necessary.

3. Interim Re-certification

The homebuyer or renter may voluntarily request a re-certification of income and/or re-certification if they feel that circumstances have occurred which would affect the monthly required payment/rent. The tribe will process these requests on a first-come, first-served basis.

4. Income and Payment/Rent Presumed if Family Fails to Provide Information

If the home buyer/resident fails to provide updated information in a timely manner, the Office of Housing shall increase the required payment/rent to the maximum payment/rent amount. (See Failure to Comply or Properly Report Information Required)

5. Option by Homebuyer or Renter to Maximum Payment/Rent

A homebuyer or renter may elect to pay the maximum payment/rent in lieu of providing income verification information.

6. Other Required Information

The home buyer renter may be required to submit additional information at re-certification, if the Office of Housing deems it necessary to complete the family's records or to assist in determining income and payments/rent. Information which may be required includes but is not limited to social security cards (numbers) for new family members/occupants, divorce decrees, and receipts for various expenses.

B. Special Re-certifications

If it is impossible to determine a family's actual income due to unstable conditions such as

fluctuating or sporadic employment and income, the Office of Housing may set a date for a special re-certification, at which time the family's economic condition is likely to be more stable. The Office of Housing may use alternative methods of calculating annual income in cases where an accurate estimate of income cannot be arrived at or computed.

C. Adjustment of Utility

1. Notice of Adjustment

If the tribe determines that an adjustment in the utility allowances is to be made, the affected home buyers/residents shall be given written notice of the adjustment not less than 60 days prior to the effective date of the adjustment.

2. Effective Date of Change

The tribe will make every effort to make the effective date of the adjustment the first day of the month. In the event that the effective date of the adjustment is not the first day of the month, the effective date of change with respect to rent/payments will be the first day of the month immediately following the effective date of the adjustment. If the effective date of adjustment is the first day of the month, then the effective date of change for rent/payment calculations will be the same day.

D. Adjustments Due to Errors

If the Office of Housing made an error in calculating a homebuyer's or renter's payment/rent which was subsequently discovered by either the tribe or resident, a retroactive adjustment shall be made to the effective date of change (improper adjustment). Errors which are caused by the home buyer/resident may also be made retroactive if the tribe finds evidence that the errors were committed willfully, in an effort to receive a reduced payment/rent.

E. Procedure for Re-certification

1. Submission of Application for Continued Occupancy

At the time of the required re-certification, the home buyer/resident shall be required to submit an application for continued occupancy, on an Office of Housing prescribed form. The completed application and any attachments shall be signed by the home buyer/resident.

2. Notice of Changes

Within five (*at the discretion of the tribe*) days of the completed re-certification process, the home buyer/resident shall be informed in writing of any changes in the required monthly payment/rent and the effective date of these changes.

F. Failure to Comply or Properly Report Information Required

If a home buyer/resident fails to provide information or provides false information for a required re-certification, it is considered a breach of the homebuyer agreement/lease and is grounds for termination of the agreement. Providing false information to the tribe may be considered fraud, which is a crime punishable under the law. If a home buyer/resident fails to respond to the letter requesting re-certification information, a written notice will be sent out with a deadline for submission of information. If the home buyer/resident fails to meet the deadline, the tribe shall notify the home buyer/resident of the breach of the

agreement and proceed with eviction procedures outlined in the agreement and the Tribal collection and eviction policy.

G. Suspension of Payments

The Office of Housing may suspend the required monthly payments/rent for a specified period of time due to unusual circumstances, such as substantial rehabilitation/repair work being performed on the unit/house. The home buyer/resident may request the suspension of payments/rent and the tribes shall approve/disapprove the request and notify the home buyer/resident in writing of the determination.

VIII. Home Inspections

A. Initial Inspection

1. Participants

At the time of initial occupancy, a move-in inspection shall be conducted with the Office of Housing inspector (representative) and the home buyer/resident. The home buyer/resident shall be permitted to have a representative of their choice present at the initial inspection to assist them.

2. Counseling Opportunity

The Office of Housing shall provide the home buyer/resident with counseling or home buyer/resident training sessions, which cover the obligations of the resident, and proper home care procedures. Attendance at counseling sessions may be a mandatory requirement prior to occupancy.

3. Documentation of Conditions

At the conclusion of the initial inspection, the home buyer/resident shall sign an inspection report detailing any deficiencies in the unit/home. The Office of Housing shall correct the deficiencies within a reasonable amount of time thirty (30) days.

4. Warranties

At the time of move-in, the home buyer/resident shall be provided with a list/packet of the applicable warranties for that particular unit/home.

B. Annual Inspection

1. Notification

The Office of Housing shall provide the home buyer/resident with written notification of the scheduled inspection at least ten (10) calendar days prior to the date of the inspection. The notice shall state that the annual inspection is a requirement of the home buyer/lease agreement and give the date and time of the inspection.

2. Inspection Procedure

The Office of Housing shall conduct a thorough inspection of the interior, exterior, and adjacent grounds of the unit/home. The home buyer/resident shall sign the inspection. The home buyer/resident shall sign the inspection report, which contains the results of the inspection.

3. Deficiencies/Damages

If the inspection reveals any deficiencies in the condition of the unit/home, the home buyer/resident shall be given sixty (60) days to correct the deficiencies, at which time a follow-up inspection shall be scheduled.

4. Follow-up Inspection

The Office of Housing shall conduct a follow-up inspection to determine if the deficiencies have been corrected. The home buyer/resident shall be present at the inspection. If the home buyer/resident has not corrected the deficiencies, the Office of Housing may terminate the homebuyer agreement/lease in accordance with the terms of the agreement, or perform the necessary work and charge the home buyer/resident's account.

C. Special Inspections

In addition to the annual inspection, the Office of Housing may require special inspections if the home buyer/resident has received unfavorable inspection reports in the past. Special inspections may be required as a condition of initial occupancy if the home buyer/resident has a poor record of home care at past residences.

D. Move-Out Inspections

Upon termination of the homebuyer agreement/lease, the Office of Housing shall conduct a move-out inspection. The home buyer/resident or representative shall be present at the inspection. The Office of Housing shall prepare an inspection report, which shall be signed by the home buyer/resident. The report shall include an account of any deficiencies noted, a written estimate of the amount (dollar value) of work required. The Office of Housing shall correct the deficient items and charge the home buyers/resident's account (equity or deposit) for the work. If the amount of the work exceeds the homebuyer's/resident's available balance, the Office of Housing shall bill the home buyer/resident for the amount outstanding.

IX. Conveyance

A. Opportunity to Purchase

Participants in the home ownership program will be given the opportunity to purchase their home in accordance with the homeowner agreement and when all necessary obligations under the agreement have been satisfied.

B. Determination of Purchase Price

1. Initial Purchase Price

The Office of Housing shall determine the initial purchase price prior to execution of the homebuyer agreement (*See Appendix B*). Shortly after move-in the homebuyer shall be issued a purchase price/amortization schedule. The homebuyer shall also receive periodic statements detailing the payments made, balance owed, equity, and payoff.

2. Subsequent Purchase Price

The Office of Housing shall establish the purchase price for subsequent homebuyers prior to move-in. For subsequent homebuyers who are successors, the remaining balance owed on the home will be the purchase price. Subsequent homebuyers shall be issued a purchase price/amortization schedule and periodic statements of account.

C. Conveyance of Dwelling Units

A home shall be eligible for conveyance when the home buyer has met all of the obligations of the home buyer agreement including but not limited to purchase price paid in full, payment of settlement and closing costs, attorneys fees, payment of first year's insurance coverage and taxes (if applicable). The Office of Housing shall charge an "administrative fee" to the homebuyer while waiting for the home to be conveyed.

D. Conveyance Procedure

When the balance owed on the home equals \$2,000 or less (*determined by tribe*), the Office of Housing shall provide written notification of the anticipated payoff. The notification shall provide a statement of the balance owed, the approximate date of payoff, and an estimate of all required charges, fees, and costs. After the notification, the Office of Housing shall verify all of the accounts and financial documents to ensure accuracy. The Office of Housing shall prepare all of the necessary documents and perform all required transactions to enable the home to be conveyed. Once the homebuyer has paid off the balance of the home and other necessary settlement costs, the tribe shall notify the homebuyer of the closing date. At the closing, the Office of Housing shall provide all of the necessary documents to complete the transaction. The homebuyer and Office of Housing shall execute all of the required documents and legal instruments. The homebuyer shall receive a copy of the settlement statement detailing all charges and a copy of the warranty deed (or other instrument conveying the home, i.e. lease agreement).

E. Transfer of Title

Once the transaction is completed, the Office of Housing shall file and record all of the necessary legal instruments. The original (recorded copy) deed or other legal instrument

shall be mailed to the homebuyer within 30 days of closing.

F. Disposition of Proceeds/Settlement of Account

Any remaining balance due to the homebuyer after closing shall be mailed to the homeowner within 30 days of closing.

G. Counseling

In order to assist home buyers with making the transition to full-fledged home ownership, the Office of Housing shall provide counseling opportunities to home buyers prior to closing.

H. Conveyance of Homes on Leased or Restricted Land

The conveyance of homes on leased or restricted land, with special land status considerations shall proceed. The Office of Housing shall provide all necessary legal documents including lease assignments and cancellations. Any documents requiring signatures or letters of approval will be prepared/secured by the tribe in time for closing.

I. Post-conveyance Modernization or Other Housing Assistance

Unless stated elsewhere in Tribal policy or program guidelines, conveyed units/homes may be eligible for housing assistance in accordance with the guidelines and requirements governing the program requested.

X. Conversion of Units to a Different Program

A. Lease/Purchase to Rental

The Office of Housing may approve a homebuyer's written request to convert their unit to a rental if the tribe determines that the conversion is in the best interest of the home buyer/resident and the tribe. The homebuyer must complete all repairs and an inspection will be conducted. If the unit is in acceptable condition, any balance in an equity account will be refunded to the occupant.

B. Rental to Lease Purchase

After six months in a rental unit, the occupant can make a written request to convert to a Lease Purchase. The occupant must meet the established income eligibility requirements.

The Office of Housing will also consider other factors such as financial feasibility, condition of the unit/home, repair costs and record of delinquencies. The Office of Housing shall furnish a copy of a settlement statement detailing any amounts owed or to be refunded prior to completion of the conversion.

XI. Appeal of Office of Housing Decisions

Any individual may appeal a decision made by the Office of Housing if they feel that policies were not properly followed or applied. The appeal process is:

Step 1: Any individual receiving services under the Tribal Housing Program may appeal an Office of Housing decision. The appellant may submit an appeal in writing to the Office of Housing within 10 calendar days of the date of the decision. Within 10 calendar days of receipt of an appeal request, the Housing Manager shall set a meeting time with the appellant. The appellant is given the opportunity to produce evidence, clarify information, and/or ask questions regarding the decision. The Housing Manager shall respond to the appeal within 10 calendar days following the meeting.

Step 2: If the appeal is denied, the appellant may request a review of the appeal by the Director of Community Development within 10 calendar days of denial of the appeal. The Director shall have 10 calendar days to decide if a review of the appeal is warranted. If the Director chooses to review the appeal, the Housing Manager or the appellant may be called to clarify any information previously submitted in the application or the appeal. The Director shall decide on the appeal within 10 calendar days of accepting the appeal for review and notify the appellant of the decision.

Step 3: If the Director of Community Development chooses not to review the appeal or decides that the action by the Office of Housing was appropriate, the appellant may within 10 calendar days of the date of the decision, request a hearing with the Tribal Housing and Utilities Commission. The request shall be in writing and addressed to the Chairperson of the Commission. Upon receipt of the request, the Chairperson shall add the hearing to the agenda for the next regular meeting of the Commission. The Secretary/Treasurer of the Commission shall notify the appellant within five calendar days of the decision of the Commission. All decisions of the Housing and Utilities Commission shall be final.

SQUAXIN ISLAND TRIBE

RENT COLLECTIONS POLICY

Purpose and Applicability

Purpose

The purpose of the Collections Policy is to inform tenants of the process for collecting rents. The goal of this policy is to collect the amounts owed to the Squaxin Island Tribal Housing Program in order to ensure the continuation of adequate housing services while providing for the safety and well being of tenants and promoting fairness and due-process.

Applicability

This policy shall apply to tenants of the Squaxin Island Tribal Housing Program that have entered into a rental, lease purchase or home ownership contract, or have made any other financial obligation to the Tribe's Housing Program.

Definitions

Definition of any terms contained herein shall be consistent with the Squaxin Island Tribal Housing Code.

The Collection Process

Amount of Required Monthly Payment

The amount of required monthly payment shall be determined at the initial admission and occupancy as stipulated in the lease or home ownership agreement. The rent shall be established based on the method identified in the Squaxin Island Tribe Payment and Rent Policy or pursuant to program requirements. Rent will be adjusted according to the terms of the lease, home-ownership agreement, or other program requirements.

Statements

When monthly payments are required, statements reflecting individual tenant accounts will be mailed by the Finance Department to tenants between the 25th and 30th of each month. The statement will reflect the tenant's outstanding

balance and the rent due for the next month. A reminder will be affixed to all statement with an overdue balance.

Payments

All payments for housing services shall be made to the:

Finance Department
Squaxin Island Tribe
10 S. E. Squaxin Lane
Shelton, WA 98584

The Finance Department's hours are 7:30 A.M. to 4:00 P.M. Monday through Friday except on tribally recognized holidays. Checks should be made payable to "Squaxin Island Tribe." The Office of Housing is not authorized to accept payments.

Payroll Deduction Discount

Tenants who elect to pay their rent by payroll deduction will receive a 5% discount on their rent.

Pre-payment Discount

Tenants who elect to prepay three or more months at a time will receive a 5% discount on their rent.

Due Date

Rent payments are due and payable on or before the 5th day of each month. In the event the 5th falls on a weekend or recognized holiday, payment is due by close of the first business day following the 5th of the month. Rent is considered delinquent 10 days after the due date.

Late Fees

If payment is not received by the 15th of the month or if the 15th falls on a weekend or recognized holiday, the first business day following the 15th, a late fee will be automatically added to the individual tenant's account. The late fee is \$10.00 for elders and \$20.00 of all other tenants.

Partial Payment

The Finance Department will apply any partial payment to the oldest portion of any outstanding account balance.

Notice of Termination

Once any portion of the tenant's account becomes three months overdue, the tenant will be personally served with a Notice of Termination. Tenant's rental, lease purchase or home ownership agreement shall be subject to termination unless the tenant appears before the Housing Hearing Board and shows cause why their agreement should not be terminated. Date and time of the hearing before the Housing Hearing Board shall be contained in the Notice to Terminate.

Housing Hearing Board

Housing Hearing Board Membership and Authority to Act

The Housing Hearing Board will consist of the Housing Manager, the Housing Counselor, the Chairman and Vice-Chairman of the Housing and Utilities Commission, a representative of the Tribe's social services program appointed by the Director of Health and Human Services, and the Tribe's Deputy Executive Director. The Housing Manager will serve as a Chairman of the Housing Hearing Board. The Planning Director or his/her designee shall act as a technical advisor. The Housing Hearing Board shall meet at least on a monthly basis. The Housing Hearing Board has the authority to determine the merits of a Notice of Termination, or compliance of a Continued Occupancy Agreement, even if an affected tenant fails to appear before the Board.

Housing Hearing Board Considerations and Tenant Rights

The Office of Housing shall make every reasonable effort to notify tenants of time and date of their hearing. The Housing Hearing Board shall consider all appropriate information offered by the Housing Program and the tenant. Tenants may have one personal representative present. Tenants may request relevant Tribal staff to appear to provide appropriate information.

Housing Hearing Board Actions

The Housing Hearing Board actions are limited to one or more of the following four actions:

- 1) Direct the Office of Housing to issue a Notice to Quit and a demand for full payment.
- 2) Direct the Office of Housing to enter into a Continued Occupancy Agreement with the tenant.

The Continued Occupancy Agreement is limited to one or more of the following actions:

- a) A payment plan to bring the tenant current within 90 days.
- b) Use of the tenant's MEPA account to bring the account current
- c) Conversion of the housing unit from a MHU to a rental unit
- d) Tenant performing in-kind service In lieu of rent
- e) Financial counseling
- f) Deferral of action contingent of participation in appropriate treatment program

Continued Occupancy Agreements shall have a specific start and end date. The Agreement shall clearly state that the failure of the tenant to comply with all the terms of the agreement shall result in termination without any further notice or appeal. The Housing Hearing Board will review all outstanding Continued Occupancy Agreements on a monthly basis. The Board's determination that a tenant has failed to fulfill any provision of the Continued Occupancy Agreement shall result in the immediate issuance of a Notice to Quit.

3) Based on a finding the tenant is in full compliance with the rental, lease purchase or home ownership agreement, strike the Notice to Terminate.

4) For good cause, defer a decision for no more than 30 days.

The Board's decision shall be in writing and personally served upon tenant within two days of decision date.

Legal Proceedings

Notice to Quit

When directed by the Housing Hearing Board, the Office of Housing shall issue a Notice to Quit in accordance with the Tribal Housing Ordinance. The tenants shall be informed of the reason for action and the need to remove personal property from the premises. A copy of the Notice of Termination, the Notice to Quit and the terminated occupancy contract shall be recorded with the Planning Department in accordance with Tribal Housing Code. After the Notice to Quit is issued, the Office of Housing may only accept full payment of the outstanding balance on an account to allow continued occupancy.

Court Proceedings

On the first business day following expiration of the Notice to Quit, the Office of Housing shall file a civil complaint in the Squaxin Island Tribal Court or other

appropriate court of competent jurisdiction seeking eviction and/or full payment of the overdue account. The complaint shall contain a copy of the homebuyer or lease agreement, account ledger, letters and other notices sent to the tenant regarding non-payment

Assessment of Fees and Costs

Upon the court filing of the eviction proceedings, there shall be assessed against tenant's account an administrative fee of \$ 400.00. In addition to this administrative fee, and regardless of the final determination in the eviction proceedings, tenant shall reimburse the Housing Program all costs of court, including reasonable attorney fees.

End of Occupancy

Collection of Delinquent Accounts

If the tenant is removed or vacates the premises any time following the Notice of Termination, and if the tenant continues to have a delinquent account balance, the Office of Housing shall refer the matter to the Squaxin Island Court and seek judgment for the overdue account. After removal or vacation of the premises, any tenant MEPA balance shall first be applied towards tenant's delinquent account, and the remaining MEPA account balance, if any, shall be refunded to the tenant.

Interest

After removal or vacation of the premises, any unpaid balance on a tenant's account shall be charged compounded interest at the rate of 12% per annum.

Collection Efforts

The Office of Housing shall make every attempt to collect unpaid accounts using every legal means available. The Office of Housing shall report quarterly to Housing and Utilities Commission on their efforts to collect unpaid accounts.

Video Taping Premises

Once a tenant is removed or vacates the premises, the Office of Housing will video tape the condition of the premises. The video tape will be retained until the tenant's account, including damage fees, is paid in full. If the tenant has abandoned personal property, the video recording shall take place prior to the removal of the property.

Removal of Personal Property

It is the responsibility of the evicted tenant to remove all personal property from the unit. However, if the tenant cannot be located, the Office of Housing shall remove the personal property and dispose of it consistent with the terms of the Squaxin Island Housing Code.

Loss of Eligibility

Tenant's failure to pay all outstanding obligations after removal or vacation of the premises shall result in a loss of eligibility for all services or benefits offered by the Tribal Housing Program for a period of five years. One year after date of tenant's removal or vacation of the premises, tenant may petition the Housing Program for reinstatement and eligibility for any and all housing programs offered by the Tribe. Reinstatement and eligibility shall be conditioned upon tenant paying any and all outstanding delinquent account balances.

SQUAXIN ISLAND TRIBE

MAINTENANCE POLICY

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I. Maintenance Policy Introduction

A. Purpose of Policy

The primary objective of this policy shall be to provide and maintain a safe and healthy environment for the rental occupants of the current assisted housing stock of the Tribe and for occupants of housing developed pursuant to the block grant under PL 104-330, Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA). The maintenance of housing units shall be performed in compliance with applicable housing codes and quality standards. For purposes of this policy, occupants shall be referred to as Tenants. Homebuyers will not be subject to the provisions of this policy. They shall be covered by the Homebuyers Occupancy Agreement.

B. Responsibility of the Office of Housing

The Office of Housing shall be responsible for maintaining rental units in a safe condition by performing regular inspections, preventive maintenance, conducting all necessary repairs and ensuring the productive and useful life of the units. The Office of Housing will coordinate and maintain standards for customer service through communication and publication of its policy to the rental occupants. (See Sec. 203(b)) of NAHASDA)

C. Responsibility of the Tenant

The tenant is obligated to the terms of the lease agreement including maintaining the housing unit in good condition and appearance through proper housekeeping and ensuring continuous service of utilities (water, electricity, and/or gas). This responsibility includes the landscape/grounds of the unit, the proper care for pets, and helping to maintain a peaceful neighborhood. Tenants will not neglect or damage assigned housing units. Tenants are responsible for repairing all damages they cause at their own expense. If the tenant fails to make needed repairs, the Office of Housing shall make the repairs and bill the charges to the tenant.

II. Preventive and Routine Maintenance Procedures

Based on the analysis of new construction and inspections of units under management, preventive and routine maintenance shall be provided to minimize the need for costly maintenance at some future time. The Office of Housing in conjunction with the Public Works Division will annually plan the service schedule for coolers, furnaces, fire extinguishers, smoke alarms, water heaters, water/gas line inspections, weatherization items or corrections to the dwelling units or grounds. Efficient and effective implementation of the preventive maintenance plan shall be required by Office of Housing.

In the stocking of materials, equipment, and supplies, the Office of Housing will utilize the Tribal Procurement Policy. In accordance with audit requirements, the Office of Housing in conjunction with the Public Works Division will conduct an annual physical inventory. These procedures shall be part of the routine maintenance scheduling.

A. Routine Maintenance Items

The Office of Housing shall provide for and perform routine, recurring maintenance tasks which include minor repairs and replacements which are not a result of damage caused by the tenant.

B. New Construction

During construction of new units, the Office of Housing may assign maintenance staff to 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 maintains stock for replacement and/or repairs. This will assist the Maintenance Program in maintaining as-built specifications and drawings for future references.

C. Emergency Coverage

The Department of Community Development will establish a program to provide emergency service outside of normal working hours. Public Works Division staff will be assigned to serve on standby status to respond to emergency calls by tenants. Such calls may be for broken windows, broken water lines, power outages, and furnace problems during winter, sewer backups, or other emergencies threatening the health and safety of the tenants.

D. Landscaping and Grounds Maintenance

Tenants shall be responsible for cleaning the surrounding grounds of their unit. Weeds and other rubbish will not be allowed to accumulate. The Public Works Division shall maintain the grounds for Elders' rental units. Inoperative junk cars will not be permitted on the grounds. Any landscaping shrubs, trees, lawns, and other plants shall be the responsibility of the tenant to maintain, by performing tasks such as watering, pruning, mowing, and other works.

E. Pest Control Service

All rental units shall be treated for pest control as part of routine maintenance service. Pest control treatment shall be scheduled and tenants informed 14 days prior to services. If the units are badly infested, tenants may be required to relocate or participate in preventive training. During the routine inspection, maintenance will note the need for additional attention. Any need to temporarily remove furniture, plants, food, or pet shall be the responsibility of the tenant. Failure to comply is a breach of lease agreement.

F. Sanitation Service

All rental tenants are responsible for the proper disposal of their own garbage. Burning trash is not authorized in rental units. Compliance with local environmental health regulations shall be enforced.

G. Pets and Animal Control

Tenants shall be allowed to have only one pet. The pet may be a cat, dog, or other small-domesticated house pet. Horses and other livestock are not allowed. If the Office of Housing determines the pet is creating an unsafe and/or unsanitary condition for the unit or the grounds, the tenant shall be required to remove the pet from the premises. If the pet threatens the safety of the neighborhood, the Office of Housing shall inform the tenant to immediately remove the pet. Pit Bulls, Rotewilers, or other breeds determined to be unacceptable by the Housing and Utilities Commission shall not be allowed in rental units or grounds. All dogs shall be on a leash or secured in a fenced area. Cats and dogs shall be neutered and/or spayed. Tenants will not maintain cats or dogs for breeding purposes. The tenant shall be warned only once regarding the need to get rid of the problem pet; thereafter, appropriate local agencies shall be contacted and termination of the lease agreement may be initiated.

III. Non-Routine Maintenance

A. Damaged Units/Emergency

If a unit is extensively damaged, at no fault of the tenant, the Department of Community Development will relocate the family and immediately schedule the unit for renovation. Such damages may occur as a result of fire, floods, wind, damages by vehicles, explosions, storms, or other uncontrollable situation. The Public Works Division will determine the safety factor of the damage and take appropriate protective action. If the damages are determined to be the fault of the tenant, the Office of Housing will decide on the appropriate charges and may initiate lease termination process.

B. Insurance Claims

The Office of Housing shall be responsible for filing all insurance claims that are covered in the insurance policy. Tenants are responsible for securing personal property insurance. The Office of Housing will insure only the housing unit. It is the responsibility of the tenant to notify the Office of Housing of any damage that could result in an insurance claim.

C. Renovations

The Office of Housing in conjunction with the Public Works Division shall maintain major renovation schedules. 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. Tenants shall be provided 30 days advance notification of any planned renovation and possible relocation.

D. Structural Changes

The Office of Housing may change the structure of a rental unit if extensive work or major renovation is already planned or if it determines that the structural changes would be beneficial to the Tribal housing program (e.g. disabled accessibility improvements, redesign of floor plan for practical purposes). Tenants are not authorized to make any structural changes to their unit.

IV. Inspections

A. Routine Inspection

Annually, the Office of Housing will conduct inspections to determine the condition of rental units. Following inspections the Office of Housing will initiate Work Orders to the Public Works Division for any emergency, routine, or extraordinary maintenance. Tenants shall be given 14 days notice of scheduled inspections. To the maximum extent possible, Annual Inspections will be coordinated with the Annual Income Certification. Upon completion of inspection, the Office of Housing and staff will meet with the tenant to review findings and establish a plan for repairs.

If the unit is damaged due to negligence and determined to be unsafe and unsanitary for continued occupancy, the Office of Housing may require counseling for the tenants in accordance with the Rental Admission Policy. If major repairs are necessary and to be charged to the tenant, the cost estimate and proposed payment plan shall be discussed and settled prior to commencement of work. (See Sec. 403(b) of NAHASDA)

B. Unscheduled Inspection

In the event of an emergency situation or in the event that the Office of Housing has good cause to view a unit, unscheduled maintenance inspections may be conducted. Tenants may not receive advanced notification in such cases. This may include coordination with the Law Enforcement, Child Protective Services, Social Services, or other agencies that will have obtained approval from the housing entity for an unscheduled inspection.

C. Move-In and Move-Out Inspection

Once a family has been selected and assigned to a unit, a move-in inspection shall be scheduled. The Office of Housing and tenant shall sign the inspection report, which lists all deficiencies.

Move-out inspections shall be conducted jointly by the Office of Housing and the Public Works Division. Repairs needed that are not normal wear and tear shall be charged to the current (previous) rental tenant. The Public Works Division will coordinate any renovation work required before the unit is reassigned. If the unit is abandoned, the cost to put the unit in good condition shall be charged to the account of the tenant.

- D. Tenants are responsible for keeping appointments or notifying the Office of Housing before the scheduled inspection to reschedule. There will be no charge for the first missed inspection appointment. The Office of Housing will impose a \$50.00 charge on any subsequent missed inspection appointment. The Office of Housing may waive this charge if there are extenuating circumstances.

V. Work Order Procedure

A. Work Orders

The Office of Housing shall initiate all required maintenance by an approved work order. Tenants shall either request a work order in person or by phone and provide the following information: project number, unit number, name of head of household, and description of work to be performed. The Public Works Manager will determine the status of the work order (emergency or routine), approve the request and assign appropriate staff to conduct repairs or initiate appropriate contracts. Emergencies shall be determined by any condition that may threaten the life, safety, or health of the occupants or severely affect the immediate premises of the unit. Assigned Maintenance staff will report the labor hours plus materials used on the forms provided.

B. Charges

The Office of Housing will charge for all work orders that are determined to be the fault of the tenant. Such charges will include both labor and material. At the request of the tenant, estimates may be provided. The tenant shall be responsible for payment of the work order. Normal wear and tear of rental units will not be charged to the tenant. A schedule of charges shall be posted at the Office of Housing and provided to the tenant upon request.

"Work" will be performed by appointment. Tenants are responsible for keeping appointments or notifying the Office of Housing or the Public Works Division before the scheduled appointment time to reschedule. There will be no charge for the first missed appointment. The Public Works Department will impose a \$50.00 charge on any subsequent missed appointment on the same Work Order. The Office of Housing may waive this charge if there is extenuating circumstances.

VII. Demolition of Units

As a last alternative, the Public Works Division or Office of Housing may recommend demolition/destruction of unit(s) if the unit(s) are unsafe and if demolition/destruction is in the best interest of the Tribal housing program. Factors for determining unsafe conditions may include, but are not limited to, foundation problems, asbestos materials, radiation contamination, lead poisoning, or other infectious bacteria related contamination or flood plain area. The Public Woks Division will prepare documentation to justify a recommendation for demolition. The Housing and Utilities Commission will review all recommendation for demolition and make a formal recommendation to Tribal Council. Tribal Council must approve the demolition of any unit.

SQUAXIN ISLAND TRIBE

PAYMENTS AND RENTS POLICY

CONTENTS

- I. Purpose and Applicability
- II. Determination of Income and Calculation of Payment/Rent
- III. Maximum Payments and Rents
- IV. Minimum Payments and Rents

I. Purpose and Applicability

The purpose of this policy is to establish a method for determining the amount charged to a tenant for monthly payments/rent. This policy is applicable to the Squaxin Island Tribe's housing program including home ownership, lease purchase, rental, and all other housing programs managed by the Housing and Utilities Commission and the Office of Housing. (See Section 203 of NAHASDA and 1000.124 & 126)

II. Determination of Income and Calculation of Payment/Rent

Annual income will be based upon the H.U.D. Section 8 definition of income. Annual income shall not include any treaty-based income. Annual income will be the basis for determining eligibility and the starting point for calculating the monthly payment or rent.

Once the annual income has been determined, the Office of Housing will apply the standard deductions and exclusions required by NAHASDA Section 4(1). The Housing and Utilities Commission may authorize additional exclusions and/or deductions.

Once the annual adjusted income has been determined, this amount will be divided by 12 to arrive at the monthly-adjusted income.

Utilities are to be considered a part of the monthly payment/rent calculation and an amount for the utility allowance will be deducted from the monthly-adjusted income. The utility allowance shall apply to existing homebuyers and renters schedule is as follows:

	FY99	FY00	FY01	FY02 and hereafter
2 BR		\$ 75	\$ 65	\$ 45
3 BR		\$ 90	\$ 80	\$ 60
4 BR		\$ 95	\$ 85	\$ 65
5 & UP BR		\$ 110	\$ 100	\$ 80

Once the utility allowance is applied, the remaining amount will be multiplied by 15% to determine the monthly payment for elders' rental units, with the amount not to exceed \$70.00, and by 30% for all other rental units.

Once the utility allowance is applied, the remaining amount will be multiplied by 15% to determine the monthly payment for home ownership units.

The monthly rent/payment will remain in effect until the required annual re-certification is completed or a change in a tenant's circumstances justifies re-certification and a new payment/rent amount is established. The Office of Housing initiates annual re-certifications; tenants or the Office of Housing can request re-certification for substantial change in circumstances subject to the Office of Housing accepting the request and the substance of the change in circumstances.

III. Maximum Payments/Rents

The Housing and Utilities Commission has set the following schedule for maximum rents and maximum payments:

Home Ownership:	2 BR \$250	3 BR \$350	4 BR \$450	5 BR & Up \$600
Rental:	2 BR \$250	3 BR \$300	4 BR \$350	5 BR & Up \$500

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Tenants occupying a unit under a Mutual Help Occupancy Agreement prior to April 1, 1999 shall abide by the maximum payment in effect on September 30, 1997 until such time that a new occupancy agreement is executed by the tenant as required by NAHASDA and the tenant continues to occupy the unit in compliance with any occupancy agreement.

If the monthly payment/rent calculation results in an amount greater than the maximum amount for that particular unit, the tenant/resident/home buyer will be charged the maximum amount.

IV. Minimum Payments and Rents

Minimum payments and rents shall be reviewed annually by the Housing and Utilities Commission and may be adjusted based on the operating costs for the housing services provided.

V. Deferral of Payment

If a tenant is admitted into a qualified Treatment Center

“WORK FOR CREDIT PROGRAM” POLICY

This policy sets the conditions under which homebuyers and renters can receive credit for work performed in lieu of overdue monthly rent and/or Tribally operated utilities payments. The program is defined as follows:

Eligible Participants

- This program is intended for homebuyers and renters with extremely low income.
- Homebuyers with MEPA accounts or whose Annual Income Certification shows they should be paying more than the minimum payment may not participate in this program.
- Individuals will not be allowed to perform work if they appear to be under the influence of drugs or alcohol or otherwise appear to be physically incapable of safely performing work.
- Only individuals recorded at the Office of Housing as residents of the benefiting home may participate. Elders (55 years of age or older) or persons with disabilities may have immediate family members participate on their behalf. When work is to be performed by such third person, both the resident of the benefiting home and the person who will perform the work on the resident's behalf must declare, in writing on a form prepared by the Department of Community Development, that no collateral agreement exists between them as to the work to be performed.
- Participants must be at least 18 years of age.

Maximum Allowable Credit

Credit may not exceed three months of required rental payments per year. Credit toward utilities may not exceed \$150.00 per year. Credit toward payback payment may not exceed \$150.00 per year. The combined total of such credit shall not exceed \$510.00 per calendar year.

Nature and Type of Work Allowed

All work must be performed under conditions and terms as established by the Department of Community Development. Each Home Buyer or Renter will negotiate, in advance of the performance of any work, the amount of credit for specific work with Department of Community Development staff members who have been designated by the Director. All work performed must be in direct support of the benefiting program. Under no circumstances will work be performed that is not otherwise required (i.e., no “make work”). All work must be performed in accordance with a written agreement. In no case shall credit be given for work performed prior to or not in accordance with such written agreement.

Condition for Award of Credit

All work must be performed to the satisfaction of the designated Department of Community Development staff member. Partial performance and/or unsatisfactory performance of work shall be deemed to have no value, and no partial credit shall be earned.