

SAMISH INDIAN NATION HOUSING PROGRAMS POLICY

Samish Tribal Code §13.200

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RENTAL ASSISTANCE

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APPENDIX A-----Definitions

**SAMISH INDIAN NATION
TENANT BASED RENTAL ASSISTANCE PROGRAM
POLICY**

Samish Tribal Code §13.200

§ 13.200 GENERAL PROVISIONS

This Policy pertains to the following programs funded by the Indian Housing Block Grant (IHBG):

The Tenant Based Rental Assistance (TBRA) program, by which the qualified applicant receives rental assistance.

POLICY STATEMENT

The governing body of the Samish Indian Nation recognizes the need to develop a program that provides assistance to income eligible tribal citizens whose needs cannot be met through the existing housing programs. The Samish Indian Nation will implement the Tenant Based Rental Assistance Program in a manner consistent with the overall missions of the Samish Indian Nation Housing Department, the Native American Housing and Self-Determination Act of 1996, and Housing and Urban Development.

The SINHD TBRA program provides assistance to citizens that live in the following counties only: Clallam, Island, Jefferson, King, Kitsap, Pierce, San Juan, Skagit, Snohomish, and Whatcom.

(a) Adoption

The TBRA Admissions and Occupancy Policy is adopted by Samish Tribal Council pursuant to Council Resolution and may only be amended by the Samish Tribal Council.

(b) Interpretation

NAHSDA Regulations

Except as set for in [Section 1.2.2](#), if any provision of these policies conflicts with the regulations adopted by the Department of Housing and Urban Development (HUD) to implement the Native American Housing and Self- Determination Act of 1996 (NAHSDA) (24 CFR§ 1000), the federal regulations shall prevail.

Definitions

The Samish Indian Nation Housing Department (SINHD) relies upon definitions set forth in Appendix A of these policies in its interpretation and application of these Policies. In situations in which there is a difference between a definition contained in the Policies and Appendix A, the definition set forth in the Policies shall control. If there is not a Policy in place to address program concerns and/or questions, NAHASDA ruling will apply.

(c) Housing Standards

The following standards will apply to SINHD TBRA program.

Minimum Housing Quality Standards (HQS)

The SINHD will utilize the housing quality standards adopted by the Tribe in determining if the unit is a decent, healthy, and safe place to live or if the unit is safe, sanitary and in good repair.

Pre-Occupancy Inspections:

The SINHD will conduct or arrange to have conducted, a pre-occupancy inspection utilizing the adopted HUD-52580-A form to ensure the unit is a healthy, safe, and decent place (or safe, sanitary and in good repair) to reside prior to approval of financial assistance. If the unit does not pass the inspection, assistance can be approved if the owner/landlord is willing to make necessary repairs to bring the unit up to the minimum requirements. No payments will be made on the unit until repairs are confirmed. If the owner/landlord is not willing to make the repairs required to bring the unit up to the minimum requirements, the SINHD will not provide payment assistance to the applicant for that unit.

Required Annual Inspections

The SINHD is required to perform annual inspections on all units receiving funding from NAHASDA. The intent is to ensure that units continue to be decent, safe and in sanitary condition. Timing of the annual inspection will be scheduled by a Housing Support Specialist. Once the unit inspection has been scheduled, the participant will be notified in writing of the actual date. Participants are encouraged to be present for the inspection. If it is determined by the Housing Support Specialist that a unit has been damaged beyond normal wear and tear, the resident will be informed that the correction costs are the responsibility of the participant. If the cost or damage is deemed excessive by the Housing Director, the program participant could be discharged from the program.

13.201 ELIGIBILITY

(a) Indian Families

Except as specified below, to be eligible for assistance through the TBRA Program, at least one adult member of the family household must be an enrolled member of a federally recognized Indian tribe.

(1) Samish children: If a Samish child (under 18) is residing in the household, the household may be eligible for housing assistance through SINHD regardless of the tribal affiliations of the adult household members.

(b) Non-Indian Families

Non-Indian applicants may be eligible for housing assistance through the SINHD provided that the SINHD has determined that the presence of the non-Indian family in the Samish community is essential to the well-being of the Samish community and that the need for housing for the non-Indian family cannot reasonably be met without assistance through this program. The SINHD must obtain the approval of the Samish Tribal Council on each non-Indian applicant prior to offering any services through the SINHD TBRA program.

(c) Income Requirements for the SINHD TBRA Program

To be eligible for the TBRA Program, the household must have verifiable income and

Housing Admission Policies Adopted 6/9/07-Resolution 2007-06-009; Revised 2/13/09 Resolution 2009-02-012; 5 Revised 5/03/13 Resolution 2013-05-004; Revised 12/13/13 Resolution 2013-12-011; Revised 1/10/14 Resolution 2014-01-009; Revised 5/02/14 Resolution 2014-05-008; Revised 10/17/14 Resolution 2014-10-013; Revised 9/30/15 Resolution 2015-09-23; 12/12/15 Resolution 2015-12-033; Resolution 2018-11-011

maintain sufficient income to meet their future housing needs. Income for the TBRA program will be certified annually unless income changes by more than 20% during the program year.

(1) Maximum Income

Except as provided below, the family's annual income cannot exceed the applicable income limits for admission established by federal regulations. The annual income definition to be used is the one which is most advantageous for the applicant family.

(2) Over income limit while participating in the program

If the Household's income increases above the maximum income limit after they have entered into an agreement with the SINHD, they will become ineligible for continuing housing assistance. In these cases, households will be provided with a written 30 calendar-day notice of program termination. Whenever possible, these notices will be provided by certified mail.

(3) Sporadic Income

Sporadic income is exempt from the required calculation of an applicant's annual earned income. SINHD will evaluate an individual's circumstances to determine whether income may be considered "sporadic" as that term is used in these policies.

(d) Additional Criteria for TBRA Program Admission

Participants in this program are advised that, if the Samish Indian Nation is paying for participant housing needs, their behavior reflects upon the Tribe. Therefore, any actions and/or behavior by participants that could be viewed as inappropriate, unlawful, and disrespectful, and/or could cause the Tribe embarrassment will cause their household to lose eligibility for this program and possibly other programs administered by the SINHD.

Examples include but are not limited to violation of the Program Participant Agreement, 10-day notice to comply, legal involvement/law enforcement involvement, complaints

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from landlords/owners/property managers, warnings/violations of lease agreements, etc.

Grounds for loss of eligibility will be on a progressive discipline process.

First will be a written addition to the participant's housing plan.

Second will involve an on-site inspection with the client.

Third will result in potential loss of eligibility.

Full dismissal from the program may occur without the above if deemed necessary and participant is informed of reasons why.

- (1) **Background Checks:** Each adult member aged eighteen and older in the applicant's household, including the head of household, will be screened for the following criteria:
- (2) **Tenant History:** The applicant and household members should have a history of meeting their financial responsibilities, taking proper care of the home, properly supervising minor household members, and refraining from criminal or illegal activities that affected other residents.

The household members must have no outstanding amounts due to previous landlords, HUD, or Samish Indian Nation (SIN) departments and/or programs of SIN or any other federally recognized tribe.

- (3) **Eviction:** Applicants who have been evicted from a housing program; and/or have an eviction on a background check and/or any other record regarding an eviction may be eligible for housing assistance from the SINHD:
 - a. if the applicant has paid all debts from the eviction(s) and can demonstrate three consecutive years of good rental history since any such eviction or
 - b. Can provide documentation that the eviction was a result of "Fleeing" a domestic violence situation.
- (4) **Drug related or criminal History:** The applicant or any household member must not have committed any criminal activity in the past three (3) years from the date of application or committed fraud, drug, or violent crimes while on the active waiting list. For purposes of this section, any adult household member who is applying for housing assistance, that has murdered or sexually assaulted a person

will not be admitted into our program.

- a. An exception may be made for those who are participating in or have successfully completed a program to address their criminal history. Documentation may be submitted for SINHD to determine eligibility.
- b. The household members must not have engaged in or threatened to engage in abusive or violent behavior toward SIN personnel.

(5) False Statements: The applicant or any household member must not have committed any fraud in connection with any federally assisted housing program. Any applicant who knowingly makes false statements or provides false information or records to the SINHD regarding their housing application shall be determined ineligible for the program and ineligible for future SINHD assistance.

Any participant who knowingly makes false statements or provides false information or records to the SINHD regarding their review of housing assistance shall be terminated from the program and ineligible for future SINHD assistance until balance of assistance has been repaid.

(6) Special Circumstances

Samish tribal citizens whose background checks reveal derogatory credit marks or rental history, but who otherwise meet the requirements for admission into the TBRA program, may qualify if the tribal citizen is working with another program within Samish Health and Human Services or with another government's Social Service provider and can provide documentation of the applicant's participation in such services. The decision to provide housing services will be made by the Housing Director and the Health and Human Services Division Director.

§ 13.202 ADMISSIONS

(a) Application

(1) Open Process

Unless the SINHD has activated the waiting list for TBRA, the SINHD will accept applications from persons of all federally recognized tribes seeking participation.

(2) Applicant responsibilities

The application constitutes the basic record of each family applying for participation. Each applicant will be required to provide the information requested on the SINHD's TBRA application form and to sign the application, attesting to the information provided.

(b) Eligibility Determination

(1) Initial Determination

The SINHD shall make an initial determination based on the information provided in the housing application. Applicant shall be found to be "apparently eligible", based on the information provided on the application for housing assistance. An application is not considered complete and a determination of "apparently eligible" will not be made until all required documentation has been received by the SINHD.

(2) Family Determined Apparently Eligible

If an applicant is determined apparently eligible, the SINHD will conduct a background check for criminal, credit, and rental history to determine final eligibility and acceptance into the TBRA Program.

(3) Final Determination

(a) Ineligible

If at any time during the application process the SINHD determines that the applicant is ineligible, the SINHD shall send written notice to the applicant. The SINHD shall state the reasons for the determination that the applicant is no longer apparently eligible for assistance.

The SINHD shall also include in the notice information about other programs(s) for

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which the applicant may be eligible (local 2-1-1) and provide the applicant of the right to file an appeal.

(b) Eligible

SINHD will send a letter to the applicant notifying them that SINHD has determined that they are eligible for the TBRA Program. Once entered into the TBRA Program, the participant has 60 calendar days to locate appropriate housing. This time frame may be extended in emergency situations, approved by the Housing Director, for no more than an additional 30 calendar days.

(c) Activating the Wait List

The SINHD will keep a waiting list for its TBRA Program that is maintained by ranking form and date and time of preapplication. SINHD shall verify an applicant's eligibility not more than sixty (60) calendar days prior to funding availability. If a waiting list is activated, SINHD will contact applicants on waitlist every 30 calendar days to confirm they would like to remain on the waitlist.

(2) Closing the Waiting List

- (a) If the number of families on the waiting list is such that there is no reasonable prospect that additional applicants could be served within the next year, the SINHD may suspend the acceptance of additional applications in the TBRA Program.
- (b) If there are no families remaining on the waiting list, the list will be closed.

§13.203 SELECTION PROCESS

The SINHD will apply the following preferences for assistance in the TBRA Program.

(a) Order of Selection

The SINHD will select applicants for assistance in the following order, subject to the limitation below:

- (1) Ranking form
- (2) Date and time of application

(b) Ineligible Applications

Applications received from any family or person(s) not meeting the established criteria will be referred to other state or local agencies for housing assistance.

(c) Ineligible Housing Units

Housing/unit cannot be on a reservation and/or trust property.

§13.206 RENTAL ASSISTANCE

(a) Payment Assistance

The SINHD will apply the following factors to determine the amounts of assistance to be paid to the landlord/owner on behalf of the participant. The amount a household will pay toward their rent will be determined by Tribal Council, each year, by Council resolution. Under no circumstances will a household pay more than 30% of their adjusted gross income toward their rent.

- (1) Annual income of the applicant/family/household. Income limits identified by US MFI and/or HUD AMI.

(b) TBRA Participant Rental Calculation

The assistance amount provided by SINHD to a family for rental assistance is based upon the fair market rent for the unit (the size of unit the family is eligible to rent according to the occupancy standard) and the location of the unit.

- In the event of extenuating and rare circumstances, if a family is not able to find a Unit that is within the FMR amount, they may select a Unit that is over the FMR amount, if prior approval is obtained by the Housing Director. Families must be able to provide documentation that they were not able to find a unit within the FMR amount for the county in which they live and demonstrate their ability to afford the difference in rent without exceeding 30% of their adjusted gross income. If the difference exceeds 30% of their adjusted gross income the unit will be denied, and the family will need to seek a smaller unit or find a unit within the FMR for the area in which they want to live.

(c) Emergency Rental Assistance:

(1) Medical

If a program participant becomes incapacitated, ill, hospitalized, and unable to work and thus are unable to pay their rent, they may request emergency rental assistance to cover the entire amount of their monthly rent.

After adequate documentation and verification of the individual's inability to work, the Housing Director may approve up to three (3) months' worth of emergency rental assistance.

(2) Loss of income/employment

If a program participant loses their job or source of income and thus are unable to pay their rent, they may request emergency rental assistance to cover their entire amount of the rent. The program participant must provide documentation as requested by the SINHD verifying, they have been looking for work, applied for unemployment benefits, SSI, state assistance or other means of gaining income. Program participant will also complete a Zero Income Verification Sheet. After adequate documentation and verification, the Housing Director may approve up to three (3) months' worth of emergency rental assistance.

If program participant requires emergency assistance beyond the initial three months, the program participant must inform the SINHD at the beginning of the third month. The Housing Director can then proceed to request approval from the Tribal Council to extend emergency assistance. The SINHD must obtain verification of the recipient's ongoing need for such assistance and provide written certification to the Council as part of the request for the extension of emergency assistance up to an additional three (3) months' worth of emergency rental assistance.

The program participant must notify their Housing Support Specialist upon their return to work/income reinstated and provide income verification. The Housing Team Lead is to confirm the program participant's continued eligibility for a grant through the TBRA Program.

(d) Other Assistance

A participant may not receive rental assistance while receiving any other housing subsidy for the same unit or a different unit from any state, federal or local housing program and/or any other tribe or be on a reservation and/or trust property.

(e) Term of Assistance

For all categories of families receiving rental assistance under this program, the subsidy is contingent upon the availability of funds from the Tribe's grant under the HUD's Indian Housing Block Grant. In addition, the following categories of assistance may be provided by the SINHD:

(1) Samish Citizen

Rental assistance may be provided to a Samish TBRA program participant on-going if funding is available. Samish citizens will work with their Housing Support Specialist through ongoing assessments and case management that address the specific needs of TBRA program participants and their families. Services may include, but not limited to, Cultural, elders support, Education, Childcare, Housing, Vocational Rehabilitation, Health, and other mainstream community resources.

(2) Non-Samish Participants

Enrolled members of other federally recognized Indian tribes that are qualified applicants may be provided rental assistance for no more than 24 months in a lifetime for all adult members of the household while enrolled in the TBRA program. The applicant must use the subsidy within 24 months of the award of the grant by the Department. If they have not used the grant within 24 months, they may re- apply for assistances again but must follow the same terms and conditions as before.

Program participants enrolled in our 24-month program will be required to work with their assigned Housing Support Specialist to complete housing assessments to determine family/individual strengths and barriers and in partnership with will develop a Housing Stability Plan. Participants that do not actively engage with their Housing Support Specialist to develop and work

towards sustainable housing goals, and as outlined in the Program Participant Agreement, may be terminated from the housing program.

(f) Rental Assistance Program's Requirements for Leases

(1) Lease agreements

To qualify for assistance under this program, the program participant must provide an official lease agreement between the program participant and landlord/owner. The lease agreement will then need to be reviewed and approved by appropriate SINHD staff prior to approval of payment.

(2) Upon receipt of the proposed lease from the applicant, the SINHD appropriate staff will review the proposed lease and determine if there are any violations of Washington State Landlord Tenant Rights, Residential Landlord Tenant Act 59.18 RCW in the lease.

(3) If any unlawful provisions are found, the SINHD will require the landlord/owner to strike them from the lease. If the landlord/owner is not willing to strike the unlawful provisions from the proposed lease, the SINHD may not provide rental assistance to the applicant/tenant if they enter into the lease for the unit.

(4) If there is any required provision missing from the lease, the SINHD will request the landlord/owner to amend the proposed lease to include these items in the lease. If the landlord/owner refuses to add the necessary provisions to the proposed lease, the SINHD may not provide rental assistance to the applicant/tenant if they enter into the lease.

(5) If the SINHD is satisfied that the lease contains all necessary provisions required and that it does not contain any unlawful provisions, the SINHD may provide rental assistance to the applicant/tenant if they enter into the lease with the owner/landlord.

(6) The SINHD will provide the participant a copy of the applicable landlord and tenant laws with the housing discrimination laws and a list of [NAHASDA SEC. 207. LEASE REQUIREMENTS AND TENANT SELECTION](#) requirements to help assist potential landlords in submitting an acceptable lease to the SINHD.

(7) The landlord/owner must comply with the provisions of federal law governing the

Indian Housing Block Grant which requires certification that the housing unit is free from lead base paint, 25 C.F.R. § 1000.40. If the dwelling does contain lead base paint it must be able to pass a Housing Quality Standards (HQS) inspection. The SINHD will provide the client a pamphlet on ways to protect themselves from the dangers of lead.

(8) Lease Renewal/Addendums

The program participant is not to renew a lease agreement without speaking to their Housing Support Specialist to ensure funding availability.

A new household member may not be added to the lease agreement without being enrolled into the TBRA Program prior to being added to the lease.

(9) Lease Termination

If the participant decides to vacate the rental unit, then the participant is required to provide a copy of the notice to vacate that was given to landlord/owner to the SINHD.

(g) Non-Party to Lease

The SINHD and the Samish Indian Nation are not a party to the lease and assumes no responsibility in its enforcement.

(g) Payments upon Execution of Agreements for Assistance

(1) Samish Execution

Once the lease and the unit have been approved, and the owner has signed the Samish Indian Nation Housing Department Rental Assistance Agreement and provided a copy of the IRS W-9 form, subsidy payments can begin.

The Tribal Accounting Department will only send rental assistance payments directly to the landlord/owner.

(2) Rent Prorating

If a participant moves into a unit after the first of the month, the assistance payment will be pro-rated for the remaining days left in the month. The assistance payment will be made thereafter on or before the first day of each month.

(3) Early Lease Termination and Relocation

SINHD may allow a participant to terminate lease and/or relocate from one rental unit to another, while remaining in the TBRA program, under the following circumstances:

- If landlord and participant agree to terminate the lease with good cause, and SINHD approves of the termination of the tenancy.
- The dwelling no longer meets HQS standards (not caused by the participant) and the owner refuses to make the necessary repairs.
- The family needs a smaller or larger unit in accordance with occupancy standards.
- The family needs to relocate closer to work, school, or medical facilities.
- Safety reasons such as an act or threat of violence against the family.
- The owner does not wish to renew the lease.
- Other unique circumstances not mentioned above and determined by team staffing and review by Housing Director.

(h) Certification

All participants in the TBRA program will be required to be recertified by the SINHD at least annually to determine if they are still eligible for the program and if the assistance amount needs to be adjusted.

All participants who are over income for the program at the time of re- certification will be given 30 days' notice of termination from the program by the SINHD. SINHD will also send a copy of the notice to the owner/landlord.

(i) Agreements of Parties

(1) Participant's/Family's Program Agreements

To remain eligible for assistance through the TBRA program, a participant/family must comply with the following:

- Lease and unit are approved.
- The participant must sign Program Participant Agreement which outlines the basic components of TBRA requirements. Any breach of the Program Participant Agreement can result in termination of the TBRA program by the SINHD.

SINHD will ensure written copies of move-in/move-out checklists are completed and obtained for TBRA records. Any discrepancies in reports will be discussed with participant

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and landlord.

Any change in household composition and/or income requires participant to complete a Change of Circumstance form within 5 calendar days of change. At this time TBRA eligibility will be reexamined. Failure to comply may result in termination from the TBRA program.

1. Promptly notify the SINHD if the family will be away from the unit for more than fourteen (14) consecutive days.
2. Notify the SINHD and the owner/landlord in writing at least thirty (30) days prior to moving out of the unit or terminating the lease.
3. Provide the SINHD a copy of any landlord/owner eviction notice, or notice of lease termination, and/or ten-day notices to comply or vacate no later than ONE business day after receiving the notice.
4. Pay all utility bills and the participant portion of the rent on or before due date.

(2) Potential Grounds for Termination from TBRA Program:

- Own or have any interest in the unit after initial program enrollment.
- Commit any serious or repeated violation of the lease.
- Commit fraud, bribery, or any other corrupt criminal act in connection with the program.
- Participate in illegal drug activity.
- Participate in violent criminal activity.
- Sublease/sublet or transfer lease of the unit.
- Receive any other housing subsidy from any state, federal or local housing program and/or any other tribe.
- Damage the unit or premises (other than normal wear and tear) or permit any guest to damage the unit or premises.
- Fail to pay rent for the unit.
- Be evicted from the unit.
- Fail to maintain the utilities for the unit.

(3) Landlord/Owner's Agreements

(a) Prior to payment by the SINHD to the owner on behalf of the family, the owner

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must agree to the following obligations in the program and must sign a Rental Assistance Agreement that they are willing to adhere to these obligations before assistance can be approved.

- (b) The owner is responsible for conducting their own background checks and contacting references to determine the participant's suitability as a renter.
- (c) The owner/landlord is responsible for compliance issues concerning all conditions of the lease.
- (d) The owner/landlord is responsible for providing the SINHD with a copy of any eviction, lease termination, and/or ten-day notices to comply or vacate.
- (e) The owner/landlord must notify the SINHD if any participant vacates a unit.
- (f) The owner/landlord agrees to not terminate the lease if the SINHD assistance payment is late. SINHD agrees to pay any fees associated with late payments of the assistance portion due.
- (g) The owner/landlord must provide the SINHD with a copy for approval of any changes to the lease during the tenancy of a participant of this program.
- (h) If the participant causes damage to the unit, it is the owner/landlord's responsibility to take appropriate action in accordance with the lease and state and local law. The SINHD will not be held responsible for any damages, drug abuse and/or any conduct that violates the said lease.
- (i) During the term of the lease the owner may not terminate tenancy of applicant/family except for:
 - Violations of state, federal or local law that relate to occupancy or use of the unit.
 - The owner desires to use the unit for personal use, or desires to sell or renovate the unit.

(4) Housing Department's Agreement

- (a) SINHD is responsible for payment of the assistance amount to the owner/landlord by the first of each month.
- (b) SINHD does not screen the tenants on behalf of the landlord and cannot release information regarding TBRA screening to the landlord/owner and cannot pay for background checks required by the owner/landlord.

(c) The rental unit must pass an HQS inspection conducted by the SINHD prior to the participant moving into the unit or assistance provided.

The standards used for these inspections are set forth in the Housing Quality Standards (HQS) for the Rental Assistance Program of these Policies.

(d) SINHD will also conduct special inspections if it is reported that the dwelling no longer meets the minimum requirements, and the owner/landlord is unwilling to make the necessary repairs. If it is determined that the unit no longer meets the minimum requirement, the SINHD will request the necessary repairs in writing to the landlord. If the landlord is unwilling to make the repairs, the SINHD will allow the tenant participant to relocate to a unit that does meet the requirements.

(e) SINHD is responsible for conducting the initial income verification to determine eligibility, conducting re-certifications, and change of circumstance revisions for continued eligibility of participants at least annually.

(f) SINHD is responsible for providing notice to the landlord and participant if assistance amounts change or cease.

(j) Change in Family Composition

If a family receiving assistance under this program changes, SINHD may continue to provide assistance under the following circumstances:

- (1) If there are children included in the household who are tribal citizen children, the assistance will remain with the parent who has legal and physical custody (at least 51% of the time) as determined by Parenting Plan or legal documentation. IF no legal documentation exists, parents will provide a mutually agreed upon statement of primary custody of the children documented and signed by Notary Public.
- (2) If parents have joint legal and physical custody of the children (50/50 even), the tribal citizen parent will retain the assistance through the program.
- (3) If both parents are tribal citizens (with joint custody), the SINHD will make a determination as to which parent should receive the subsidy based upon need and who otherwise qualifies for assistance under these policies and the applicable regulations.

1. For example: utilizing the Ranking form approved by Tribal Council.

a. Households without children

If there are no children in the household, the assistance will remain with the participant who signed the lease if he/she is a tribal citizen and otherwise qualifies for assistance under these policies and the applicable regulations.

b. Families involved with Domestic Violence

Family members who are the victims of violence in the home and are forced to leave because of the violence will retain the assistance provided that he or she is a tribal citizen, or the parent of tribal citizen children residing in the unit and has legal and/or physical custody of the tribal citizen children.

(I) Termination of TBRA Program Assistance by the Samish Housing Department

The SINHD may terminate family assistance for any of the following reasons:

- (1) Any violation of Participant Agreement, housing policy, and/or landlord lease agreement.
- (2) Reasonable suspicion of illegal drug activity of any kind
- (3) Reasonable suspicion of violent and/or criminal activity.
- (4) Falsification of any information submitted to SINHD whether willingly and/or unwillingly.
- (5) Failure to submit required documents for recertification within 30 calendar days.
- (6) If the owner fails to maintain unit in accordance with HQS standards, and the participant does not want to relocate.
- (7) If tenant fails to notify SINHD of any housing violations (i.e.: eviction notice, ten-day notice to pay or vacate, etc.).
- (8) Insufficient funding to continue TBRA program.

§13.207 APPLICANT/TENANT’S RIGHT TO FILE APPEAL ADVERSE DECISION BY HOUSING DEPARTMENT

(a) Samish Housing Assistance Applicant/Family Hearing Process.

(1) An applicant/family receiving housing assistance under any of the SINHD Programs funded by the Indian Housing Block Grant has a right to appeal the SINHD's decision to terminate their assistance or reject their application for assistance pursuant to the provisions of the Tribe's Administrative Appeals Board Ordinance.

(2) The applicant/family shall receive a copy of the SINHD's file on their application or assistance grant subject to the grievance if the request is submitted in writing.

(3) The applicant/family may also request copies of the SINHD Policies governing the housing programs from the SINHD. The SINHD will make the policies available to the applicant/family.

(3) The hearing on the appeal shall be conducted pursuant to the provisions of the Administrative Appeals Board ordinance.

(b) Final Decision

The Administrative Appeal Board's decision is a final decision and not subject to further review.