

RESOLUTION 2021-20
Adopting Amendments to Admissions and Occupancy Policy

WHEREAS, the Colville Indian Housing Authority is the duly constituted Housing Authority for the Confederated Tribes of the Colville Reservation, established by the Colville Business Council pursuant to the authority of the Constitution of the Colville Confederated Tribes, and in particular Article V, Section 1(a); and,

WHEREAS, the authorities and responsibilities of the Colville Indian Housing Authority are set out in the Colville Tribal Housing Authority Ordinance, adopted by Resolution 1977-59 of the Business Council; and,

WHEREAS, the purposes for which the Colville Indian Housing Authority was established include: (1) remedying unsafe and unsanitary housing conditions that are injurious to the public health, safety, and morals; (2) alleviating the acute shortage of decent, safe, and sanitary dwellings for persons of low income; and (3) providing employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation of low income dwellings; and,

WHEREAS, the Colville Indian Housing Authority has been designated as the “Trially Designated Housing Entity” for the Confederated Tribes of the Colville Reservation, as that term is defined at Section 4(21) of the Native American Housing Assistance and Self-Determination Act of 1996, P.L. 104-330 (25 U.S.C. 4101 - 4212), as amended (“NAHASDA”); and,

WHEREAS, the Business Council has appointed a Board of Commissioners to manage the Colville Indian Housing Authority (the “Board”), which Board operates pursuant to a Constitution and By-laws enacted by the Board on August 10, 2004 (as amended); and,

WHEREAS, the Colville Indian Housing Authority management team has conferred with the Housing Authority’s legal counsel regarding the certain proposed amendments to the existing Admissions and Occupancy Policy, which amendments are shown on the draft attached; and

WHEREAS, the Board has determined that adopting the attached proposed amendments to the existing Admissions and Occupancy Policy is in the best interest of the Colville Indian Housing Authority;

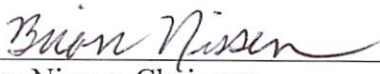
NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves and adopts the proposed amendments to the existing Admissions and Occupancy Policy, attached to this Resolution; and

NOW, THEREFORE, BE IT FINALLY RESOLVED, the Colville Indian Housing Authority’s amended Admissions and Occupancy Policy, attached, is hereby approved and adopted, and supersedes and replaces any references in other Colville Indian Housing Authority policies addressing the same subject matter.

CERTIFICATION

This is to certify that the foregoing was duly enacted, pursuant to Article V of the Colville Tribal Ordinance, ratified on January 27, 1977, at a regular meeting of the Colville Indian Housing Authority Board of Commissioners, held on June 17, 2021, a quorum being present, with a vote of 2 FOR; 0 AGAINST, and 0 ABSTAINED.

BY:



Brian Nissen, Chairman
Board of Commissioners

ATTEST:

BY:



Storey Jackson, Secretary/Treasurer
Board of Commissioners

Rental Admissions & Occupancy Policy
Adopted October 10, 2006, Resolution No. 2007-03
Amended: May 5, 2009, Resolution No. 2009-22
Amended: September 13, 2011, Resolution No. 2011-27
Amended: April 15, 2013, Resolution No. 2013-19
Amended: November 21, 2014, Resolution No. 2015-01
Amended: March 19, 2015, Resolution No. 2015-03
Amended: July 19, 2018, Resolution No. 2018-18
Amended: February 18, 2021, Resolution 2021-11
Amended: June 17, 2021, Resolution 2021-20

COLVILLE INDIAN HOUSING AUTHORITY
RENTAL ADMISSIONS
AND
OCCUPANCY POLICY

Vision

We envision communities that are safe, drug free and clean, where all generations have pride, and respect.

Mission Statement

The mission of the Colville Indian Housing Authority is to provide housing assistance and opportunities to meet the diverse needs of our communities as we promote self-sufficiency.

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RENTAL ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Purpose: It is the Colville Indian Housing Authority's ("CIHA") mission to assist Tribal Members to obtain decent, safe and sanitary housing. This policy is developed to assist applicants in applying for rental housing managed by CIHA and to maintain compliance with the Native American Housing and Self Determination Act (NAHASDA) while assisting lower income Tribal Member Families.

Scope: This policy shall apply to all applicants who apply for and all tenants who reside in rental units managed by the Colville Indian Housing Authority for Tribal members or members of other federally recognized tribes who desire housing assistance.

SECTION I Eligibility and Admissions

A. **Selection of Tenants** The CIHA will be operated in accordance with the Indian Civil Rights Act, Tribal Ordinances, the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), implementing regulations, and CIHA Policies. Tenants will be selected in accordance with these legal requirements, as well as with the eligibility requirements set out in the following sections.

B. **Eligibility** To be eligible for admission, an applicant must meet the following requirements:

- 1) The applicant must be at least 18 years of age and qualify as a family as determined by the Colville Tribe, which includes a family with or without children, a single person, and a handicapped or disabled person.
- 2) Applicant and household members must be a citizen of the United States, and provide Proof of U.S. Residency.
- 3) The applicant must be a member of the Colville Tribe or another federally-recognized Indian tribe. If applicant is not an enrolled Colville Tribal member, the applicant has to be the parent or legal guardian of the Colville Tribal member minor children in the household.
- 4) Applicant must be a "low-income family," as that term is defined in Section 4(14) of NAHASDA, which reads as follows: "The term 'low-income family' means a family whose income does not exceed 80 percent of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may, for purposes of this paragraph, establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the findings of the Secretary or the agency that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes." A copy of the most recent calculation is posted at the CIHA main office.

- 5) For the purposes of determining income eligibility and for all other purposes related to calculating annual income, CIHA shall use the following definition for determining “annual income”: The Department of Housing and Urban Development’s definition of annual income used for HUD's Section 8 programs in 24 CFR part 5, subpart F (except when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of Net Family assets), annual income as reported under the Census long-form for the most recent available decennial Census, or Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes, *whichever definition is most advantageous to the applicant or participant*.
 - 6) Applicant must demonstrate adequate resources to perform tenant’s responsibilities under the rental agreement, including, but not limited to, payment of all required utility bills. CIHA determination will be based on information furnished by the applicant and documents such as Landlord References and credit checks through other agencies and departments.
 - 7) If family is determined to be at ‘zero income’ and/or ‘zero rent’ based on the limited or non-existent income, the family will be required to recertify their household income a minimum of at least once a year. This will be consistent with other CIHA recertification requirements.
 - 8) The applicant must not own a home, except for a home that has been declared as uninhabitable by the Colville Tribal Building Inspector.
 - 9) The applicant must meet the applicable eligibility requirements set out in the following sections.
- C. **Owing A Previous CIHA Debt:** Any applicant who was a previous tenant of CIHA and failed to pay their account balance in full for outstanding rent payments, homebuyer payments, utility charges, or maintenance, repair, painting, or cleaning charges shall be considered **ineligible** and will not be placed on the waiting list.
- 1) An applicant that did not pay an unpaid account balance will be notified by CIHA in writing that he or she is ineligible and that he or she will not be placed on the waiting list.
 - 2) This sub-section will apply even if the balance has been discharged in a bankruptcy action, because the eligibility criterion involved here is demonstrating, through history of previous debts with CIHA, the ability to make required payments.
- D. **Ineligibility Due To Tenant Excess Damages or Prior Termination of CIHA or Tribal Housing Contract, MHOA, or Rental Agreement:** Any applicant that previously leased from the CIHA or Tribal Housing that had excess damages, as determined by CIHA to be any dollar amount over \$1,000.00 in repair charges, excluding cleaning and painting, or whose contract, MHOA, or rental agreement was terminated for criminal activity, or whose contract, MHOA, or

rental agreement was terminated for community disturbances will be ineligible for CIHA housing programs for a period of not less than five (5) years after all activity has been charged to the account.

- 1) CIHA may reduce this five (5) year ineligibility period, at its sole discretion, for individual applicants who have paid their past owing balance in full and agree, prior to placement in a CIHA unit, to random monthly monitoring activities to assure the unit is being maintained.
- 2) In any event the applicant must have paid any amounts owed to CIHA, even after the five (5) year period, to be eligible for a housing unit.
- 3) CIHA in its sole discretion shall have the right to permanently bar an applicant or extend the time period due to the nature of damages for the above actions. Applicant will be notified in writing when application is received of any issues or ineligibility.
- 4) Notice must list reasons for this action and give the applicant an opportunity for informal hearing with the Executive Director.
- 5) The Executive Director shall have the final determination on this issue.

E. **National Crime Information Center:** The Colville Indian Housing Authority may request from the National Crime Information Center, police departments, and other law enforcement agencies criminal conviction information. CIHA shall use the criminal conviction information only for applicant screening, lease enforcement, and eviction actions.

- 1) The information may be disclosed only to any person who has a job related need for the information and who is an authorized officer, employee, or representative of the CIHA.
- 2) The CIHA will keep all the criminal conviction record information it receives from law enforcement agencies in files separate from all other housing records.
- 3) The criminal convictions records will be stored electronically in a secure program with limited access under the custody and control of the CIHA Executive Director and/or Designee.
- 4) The criminal convictions records may only be accessed with the written permission of the CIHA's Executive Director or his designee and are only to be used for the purposes stated above.

Criminal conviction information will be obtained on all adult members of a household who are selected for a unit prior to move-in. The application form has a check box to note whether a criminal history exists for applicants: to be checked by the applicant only.

F. **Criminal Background Affecting Eligibility:** Criminal background checks will be done on all applicants for CIHA housing in support of CCT Resolution 2000-078 "Zero Tolerance". Background checks for tenant screening will include a criminal records background check with a

criminal record search and conviction report from state, federal and/or tribal agencies. CIHA is committed to maintaining safe and secure housing for its residents and community members, and running criminal records background checks and establishing related eligibility criteria is an important tool toward that end.

- 1) **Criteria:** CIHA establishes the following criteria for determining what criminal background elements would be grounds for disqualifying an applicant for CIHA housing. The criteria are based on the severity of the offense and the time that has elapsed since the conviction. Also set out below, in subsections 7 and 8, are the factors that CIHA is to balance when considering a request to waive the criteria in a particular instance and at CIHA's sole discretion.
- 2) **Disqualifying Offenses-No Time Limit:** Any applicant household that contains a member who ever was convicted, was found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, for any of the following offenses at any point in time shall be deemed ineligible for CIHA housing:
 - a. Sexual assault, rape, indecent exposure, lewd and lascivious behavior, or any crime involving non-consensual sexual conduct
 - b. Any crimes against children including but not limited to, child abuse, sexual exploitation of children, child abduction, child neglect, contributing to the delinquency or neglect of a child, enticing a child for immoral purposes, exposing a minor to pornography or other harmful materials, incest, or any other crime involving children as victims or participants
 - c. Murder, attempted murder, intentional homicide or attempted intentional homicide
 - d. Assault with a deadly weapon
 - e. Assault against a law enforcement officer
 - f. Aggravated stalking
 - g. Terrorism; and
 - h. Abuse, exploitation or neglect of a vulnerable adult (disabled or elderly).
- 3) **Disqualifying Offenses-5 Years:** Any applicant household that contains a member who ever was convicted, was found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, for any of the following offenses within the last five (5) years shall be deemed ineligible for CIHA housing:
 - a. Any crime involving violence against persons or threat of or attempt to commit violence against a person
 - b. Any charge related to illegal drugs such as (but not limited to) possession of drugs or paraphernalia, or trafficking.
 - c. Grand theft; and
 - d. Interfering with a law enforcement officer
- 4) **Required Information:** The criminal background records check will involve obtaining information from all databases available to CIHA. Applicants must supply the social security number and all identity verification information for all persons to be residing in the household.

- 5) **Notice of Denial:** If a determination is made that the Applicant does not qualify, the Applicant shall be notified in writing of the basis of denial.
- 6) **Notice of Appeal and Appeal Process:** Applicant will be notified in writing if and/or when they are denied when applying to get on the waiting list; or when given a Notice of Default and Termination for non-compliance with program requirements, lease agreements, and policies.

The appeal process consists of the following steps:

- a. Notice of Ineligibility is issued for those applying to get on the waiting list or a Notice of Default and Termination is issued for those in non-compliance.
 - b. Applicant or Tenant is given notice that they can appeal the decision to the Executive Director within set number of days outlined in the written notice.
 - c. Applicant or Tenant are given a date and time for the appeal hearing.
 - d. At appeal hearing the applicant or tenant is given the opportunity to explain what happened, when it happened, etc. and then given an opportunity to offer what they agree to do to rectify the ineligible or non-compliance behavior.
 - e. If an agreeable position can be reached between the individual and Executive Director then one of the following is entered into:
 - i. Contract Rider – as a way to agree that the behavior or issues will not occur again. Contract Riders are a way to allow the family to remain current tenants under agreed upon requirements to get back into compliance with the program policies, and agreements.
 - ii. Stipulated Agreement – if court date has been set, as a way to settle prior to court and have the Judge sign off on the stipulated agreement, resulting in not having to go to court on the issue(s) again in the future.
- 7) **Waiver of Disqualifying Factor:** Under certain limited circumstances, the Executive Director may, in his or her sole discretion, waive a disqualifying factor if the household can demonstrate to the satisfaction of the Executive Director that the member of the household with the disqualifying criminal background is sufficiently rehabilitated as to no longer pose a threat to the community. A request for such waiver must be made in writing, and must contain supporting documentation. In assessing such a request the decision will be made by assessing the nature and severity of the offense as well as a variety of surrounding facts and circumstances including, but not limited to:
- a. The age of the individual at the time of the offense;
 - b. The number of offenses for which the individual was convicted;
 - c. The time which has elapsed since the last offense;
 - d. Whether the circumstances arose out of an employment situation.

- e. Completion of probation;
- f. Completion of parole supervision;
- g. In the case of a felony, not subject to parole supervision, if more than 5 years have elapsed after final discharge or release from any term of imprisonment without any subsequent conviction.

8) **Factors Outweighing Rehabilitation:** If any one of the following factors exist, it shall mitigate against granting a waiver of the disqualifying criterion:

- a. Lack of compliance with terms of punishment (i.e., failure to pay fines or make restitution, violation of the terms of probation or parole);
- b. Unwillingness to undergo, or lack of cooperation in, medical or psychiatric treatment/counseling;
- c. Falsification of an application with the CIHA; and
- d. Failure to furnish to the CIHA additional information or failure to appear for a conference with the CIHA in relation to the Applicant's application.

9) **Executive Director's Decision is Final.** The Executive Director's decision as to whether to grant a waiver of disqualifying criteria is final.

10) **Inapplicable Records:** The following criminal history records shall not be considered in connection with an application for CIHA housing assistance:

- a. Juvenile adjudications which have been completely resolved and carried no obligation and/or accountability into adulthood;
- b. Convictions overturned by a higher court; and
- c. Convictions that have been the subject of a pardon or expungement. Please note that under such circumstances, applicants may respond on application as if the event(s) had never occurred.

11) **Confidentiality of criminal conviction information.**

- a. The CIHA will keep all the criminal conviction record information it receives from the official law enforcement agencies listed in files separate from all other housing records.
- b. These criminal conviction records will be kept stored electronically in a secure program with limited access under the custody and control of the CIHA's Executive Director and/or his/her designee for such records.

These criminal conviction records may only be accessed with the written permission of the CIHA's Executive Director and/or his/her designee and are only to be used for the purposes stated in Section 208 of NAHASDA

12) **HUD/NAHASDA Rules and Regulations:** The CIHA shall be in full compliance with any and all aspects of NAHASDA rules and regulations including, but not limited to the following:

- a. Receipt of criminal conviction information on adult applicants or tenants by Indian Tribes and TDHEs.
- b. The National Crime Information Center, police departments, and other law enforcement agencies shall provide criminal conviction information to Indian

tribes and TDHEs upon request. Information regarding juveniles shall only be released to the extent such release is authorized by the law of the applicable state, Indian tribe or locality.

- c. The term “tenants” includes homebuyers who are purchasing a home pursuant to a lease purchase agreement.
- d. The CIHA shall use the criminal conviction information for applicant screening, Lease enforcement and eviction actions. The information may be disclosed only to any person who has a job related need for the information and who is an Authorized officer, employee, or representative of the CIHA or the owner of housing assisted under NAHASDA.

G. **Point System Selection:** In selecting eligible applicants to fill vacancies, the CIHA will use a point system for placement on the Wait List. Points will be awarded to each applicant household as follows:

- 1) **100 points:** Preference member points, enrolled member of the Colville Confederated Tribes, head of household only. Households with minor children who are enrolled members of the Colville Tribes will also get the 100 points.
- 2) **25 points:** Preference will be given to elderly, 62 years old and over, and/or who have been authorized a fulltime care giver.
- 3) **20 points:** Honorably discharged Veterans, must provide a DD-214 for verification.
- 4) **15 points:** Applicants documenting a request for reasonable accommodations due to a verifiable disability, as defined by HUD Fair Housing.
- 5) **10 points:** Applicants or “extended” families sharing a single dwelling unit and the number of persons residing in the home exceed the maximum number of people based on the Occupancy Standards contained further in this policy shall be considered as “homeless” upon documentation. Also, applicants who are living in a home that is not habitable as determined by the Colville Tribe’s Public Works Building Code Officer.
- 6) **5 points:** Five points shall be added for every 180 days that applicant has been on the existing Wait List as of the adoption of the revised policy. Maximum points allowed is 20 points.
- 7) **5 points:** Enrolled member of other federally recognized tribe, head of household only.

H. **Victims of Fire and/or Flood.** Victims of Fire and/or Flood will be given immediate priority for the next available house, over those already on the waiting list, no matter what their priority point score is or length of time they have been on the waiting list. Families have to be eligible according to the program requirements, be tribal members and a 90-day limit for those families who may be from 80-100 percent of national median income.

- I. **Waiting Lists.** The Waiting List shall reflect each applicant's total accumulated points. The applicant with highest number of points will be placed at the top of the list, the applicant with the second highest number second, and so on. The applicant will give preference for which district they would like to be considered for the next vacant and available unit.
- J. **Failure to Act on an Offer.** The applicant at the top of the list will be notified of the available unit and be given five (5) days to accept the unit. The applicant will be notified by certified mail and a phone call.

If the applicant does not accept the unit based on a non-preferred district, or does not respond within five (5) days, they will be bypassed and the vacant unit will be offered to the next applicant on the list.

The applicant will be allowed to turn down an available unit twice; before losing their Homeless Points of 10 points. If there are extenuating circumstances, i.e. medical care, which may require additional time, the request for another offer maintaining the Homeless Points can be made to the Executive Director.

- 1) A notation will be made on the waiting list of the date the applicant failed to contact or refused the unit.
 - 2) The applicant will be required to submit an updated application at the six (6) month period.
 - 3) The original date of certification will remain the same.
- K. **Enrolled Tribal Membership:** CIHA retains the right to give preference to enrolled Tribal Colville members which will comprise the Colville tribal household. Enrolled members of other federally recognized Indian Tribes may apply for rental housing. Any such applicant must meet all of the eligibility requirements other than enrollment with the Colville Tribe. CIHA retains sole discretion and authority to review each applicant for any special consideration or approval of an exception.
- L. **Verification of Applications:** This section sets forth the steps which are to be taken in obtaining and verifying information from applicant families for the purpose of: determining whether they meet the conditions of eligibility for admission; applying the preference requirements per point system; determining the monthly house payment to be charged only when a unit is "offered" for tenancy; and the size of the dwelling required.
- 1) To assure compliance with the point system, applications are to be accepted from all families regardless of the number of eligible applicants on file.
 - 2) The applicant will be required to supply information as called for on the Application for Admission attesting to the data provided. The application, together with all other materials relating to the family's eligibility, priority, and preference rating are to be maintained in an active file for each applicant. The information on applications from

families who appear to be eligible will be verified prior to occupancy.

- 3) All entries are to be made in ink, indelible pencil or typed in. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the change and the reason for such changes noted in the record.
- 4) A pool of active applicants shall be kept current. Each applicant is to inform the CIHA management office of any changes in their eligibility status during the period an applicant's application is in the pool of active applications.
- 5) Notations of dates of contacts and of applicant's continued interest are to be made a part of the application record. In any event, all interested applicants shall update their application at least once every six months.
- 6) Copies of the pool of active applicants with their documentation as to name, address, family size, date and time of application, and other required information shall be kept on file at the CIHA office. Copies of tribal enrollment card shall be submitted.
- 7) Determinations of approval of applicants will be made by CIHA staff based on information supplied by the applicant on the CIHA Application for Admission, and a priority list established according to the Priority Point System as prepared.

M. Verification and Documentation of Data: All statements made by the family in the application that may affect the determination of eligibility or level of payments are subject to verification by the CIHA. The CIHA shall assure accurate determinations of eligibility and payments while at the same time respecting the privacy of applicants. The following three (3) types of verification will occur as determined necessary by CIHA:

- 1) **Declaration by the Family:** This is the appropriate means for dealing with those statements regarding age, family composition, etc., are often adequate for verifying income.
- 2) **Documentation:** Documents furnished by the family such as assistance checks, pay stubs, etc., are often adequate for verifying income.
- 3) **Third Party Verification:** This entails contacts with Federal (FBI, BIA, INS, FTA, etc.), State, and Local agencies, employers, credit bureaus, previous landlords and similar sources to verify the family's statements. It is often necessary to use this method when verifying earned income, assistance payments, medical expenses, and other factors that may be difficult for the family to document itself. Third party verification may be done, with approval by the applicant, by mail or phone.

N. Sporadic Income: In situations of temporary, non-recurring, or sporadic income, efforts will be made to obtain verification of previous year incomes from income tax statements, where applicable or other documents which may be available.

- 1) If no other means of verification of income is possible, the CIHA may accept an affidavit describing sources and estimated amounts of income certified by the applicant, or in the case of a reexamination, by the Tenant. Applicants must be able to prove their ability to pay bills and upkeep of unit.
 - 2) Documentation will be maintained with respect to all verifications. For declarations, the appearance of the statement on the application signed by the family is sufficient. Copies of checks, when permitted by law, or a note by the CIHA employee who reviewed the document is sufficient when documentation is furnished by the applicant family.
 - 3) Third party verification may be documented by keeping the written verification or by informal notes and recording telephone contacts. In all cases, the verification must be signed by the responsible CIHA employee.
- O. **Certification of Eligibility**: The CIHA Resident Services Department is to complete the eligibility certification for signature of the Resident Services Manager on the Application for Admission for the families determined to be eligible for admissions.
- 1) Each applicant determined to be eligible shall be so notified in writing of the date they are placed on the waiting list.
 - 2) The applicant is notified by certified letter and given seven (7) days to notify CIHA that they want the unit.
 - 3) An additional seven (7) days are given to turn the utilities over and complete the move-in.
 - 4) Notifications are sent out by Resident Services as soon as CIHA Maintenance Department gives notices that units are ready for occupancy.
- P. **Notice of Ineligibility**: Each applicant determined to be ineligible shall be notified in writing with the reasons and of their right to an informal conference within ten (10) days with the CIHA Executive Director and the CIHA staff person determining the ineligibility. The decision of the CIHA Executive Director shall be final.

SECTION II
Occupancy Standards, Conditions, and Rental Agreements

A. Occupancy Standards:

- 1) CIHA rental units are leased in accordance with the occupancy standards set forth below per number of persons per bedroom size unit:
 - a) 1 bedroom: 1 minimum 2 maximum
 - b) 2 bedroom: 1 minimum 4 maximum
 - c) 3 bedroom: 3 minimum 6 maximum
 - d) 4 bedroom: 4 minimum 8 maximum
 - e) 5 bedroom: 6 minimum 10 maximum
- 2) These minimum and maximum limits may be waived when necessary to make temporary use of available vacant units; or to house families during cases of emergencies.
- 3) When it is found that the size of the rental unit is no longer suitable for the family, i.e.; composition of family increases or decreases, the family may be directed to move to a dwelling of appropriate size when a unit of such size becomes available.
 - a) An inspection and a cost damage assessment shall be prepared and will become the responsibility of the tenant upon vacating the unit upon transfer to the next assigned unit.
- 4) Rental units will, to the extent units of appropriate size are available, be assigned so it will not be necessary for children of opposite sex to share the same bedroom.
- 5) Except that if necessary, two children of opposite sex under four years of age may share the same bedroom, one child under two years of age may be permitted to occupy the parents' bedroom and if necessary, during continued occupancy one child under four years of age may be permitted to share the parent's bedroom.
- 6) During the time the applicant or applicant's family is on the wait list and in the event of a pregnancy with appropriate information received verifying the pregnancy, the bedroom size listed for the family will automatically increase by one. This will address the issue of transferring families in overcrowded situations.

B. Occupancy Terms and Conditions/Maintenance: Tenant shall keep the unit continually occupied and shall keep it neat, clean and in good condition. The Rental Agreement shall detail the terms and conditions of maintenance requirements.

C. Rental Agreement: A Rental Agreement will be entered into between the CIHA and each qualified tenant family. The agreements are to be kept current at all times in accordance with reexamination requirements found in each Rental Agreement and in this Policy.

- 1) Upon qualification to rent from the CIHA a responsible member or both adult members, if applicable, of each family accepted as a tenant is required to sign the Rental Agreement in duplicate prior to actual admission. The Rental Agreement shall be reviewed with the tenant by the appropriate CIHA staff to explain the terms and conditions of the Rental

Agreement, and such copy kept on file in the tenant's file in the CIHA office.

- 2) Within seven (7) working days of tenant signing the Rental Agreement the tenant information shall be entered into the HDS automated tenant file system.
- 3) In the event the signatories of the Rental Agreement cease to be members of the tenant family, the remaining adult family member shall notify the CIHA and, if possible, procure a Tenancy Release Form signed by the adult member no longer living in the unit.
 - a) The remaining adult member in the household shall provide a forwarding mail address of the adult that vacated the unit for notification of the date that they were removed from the household composition.
- 4) Cancellation or termination of Rental Agreements will be in accordance with the provisions contained in such Rental Agreements.
- 5) Subletting of CIHA Rental units by tenants is not allowed.

Occupancy Terms and Conditions: The tenant is not allowed to assign this lease, or sublet or transfer possession of the premises, or give accommodations to boarders. Residents are allowed to have a guest stay for up to two (2) weeks within a 12-month period, with CIHA approval. Any time period beyond the two (2) weeks will require the guest(s) to be included on the household composition, provided the guest(s) meet all program eligibility requirements, including passing a background check and tribal credit check. Extenuating circumstances beyond two (2) weeks, require approval from the Executive Director.

D. **Successive Remaining Adult Members to Rental Agreement:** In the case all signers of the Rental Agreement no longer continue to reside in the housing unit, any remaining adult member, eighteen years old or older, shall notify CIHA as soon as possible. If there is no original signatory of the Rental Agreement remaining in the unit, the Rental Agreement may be terminated by CIHA, and the other remaining members of the household shall be in unlawful detainer unless CIHA, at its sole discretion, executes a new Rental Agreement with the remaining members of the household.

- 1) Any such remaining adult family member may be allowed to continue occupancy of the unit after review of the circumstances and facts by CIHA. Continuing occupancy by any remaining adult family member(s) who have not previously signed the Rental Agreement shall be subject to the following conditions:
 - a) The adult family member(s) was previously identified and listed as a family member by the prior signers of the Rental Agreement.
 - b) The family member(s) is presently occupying the unit and intends to continue the occupancy of the unit as their sole private residence.
 - c) The adult family member(s) is willing and able to perform all obligations under the current Rental Agreement.
 - d) The adult family member(s) meets and/or satisfies the rental program eligibility requirements.
 - e) The successive adult family member(s) signs a new Rental Agreement.

- E. **Caregiver Ineligibility to Assume Unit:** In the event the original lessee(s) vacate the unit, a caregiver that is not a family member, is not eligible for continued occupancy.
- 1) A caregiver is defined as a person who resides in the home and who:
 - a) is determined to be essential to the care and well-being of the tenant(s)
 - b) is not obligated for the support of the tenant(s)
 - c) would not be living in the unit except to provide the necessary supportive services.
- F. **Caregiver Ability to Assume Continued Occupancy:** A caregiver that is a family member may be eligible for continued occupancy provided the following terms are met:
- a) The tenant has notified the CIHA of the addition of the caregiver to their household *and states the familial relationship.*
 - b) The caregiver maintained full-time occupancy of the unit at the time that original lessee vacated the unit.
 - c) The caregiver must meet all the same eligibility requirements per NAHASDA regulations and this policy for rental housing.
- G. **COVID-19 Policy Addendum:** This COVID-19 Policy Addendum goes into effect immediately upon adoption and will stay in effect until such time as the CIHA Board has determined, in consultation with relevant Tribal health authorities, that the steps needed to prepare for, prevent and mitigate COVID-19 are no longer necessary.
- a) COVID-19 is a highly contagious coronavirus that can cause severe illness and death. The United States has been experiencing a COVID-19 pandemic since January 2020. The impacts of the COVID-19 pandemic have been particularly severe in Indian Country, including on the lands of the Colville Confederated Tribes. While vaccines for COVID-19 are now widely available, there are still risks from transmission of the disease.
 - b) To prepare for, prevent, and mitigate COVID-19, all CIHA tenants and homebuyers are required to abide by the following protocols. Failure to do so puts the health and safety of CIHA staff, their families, and the Tribal community at risk of severe illness and death. Therefore, failure to follow these protocols will be considered a serious violation of your rental agreement, lease or homebuyer agreement, and can lead to termination and eviction.
 - c) COVID-19 Protocols:
 - (i) Any person entering the CIHA administrative offices must take a temperature check and complete the worksheet for COVID-19 symptoms. If you have a temperature or have any COVID-19 symptoms, you will not be permitted onto the Premises, and CIHA will make alternative arrangements to contact you.
 - (ii) Any person entering the CIHA administrative offices must wear a face mask that fits snugly and securely over their mouth and nose. Failure to wear a mask, or to wear a mask properly, will result in your being escorted from the CIHA administrative offices.
 - (iii) If you have a temperature or have any COVID-19 symptoms or test positive for COVID-19, that must be disclosed, and CIHA staff will make alternative arrangements for their visit to the premises.

- (iv) When CIHA maintenance or resident services staff come to a rental or homebuyer unit owned or managed by CIHA, any persons present in the unit will be required to wear a face mask that fits snugly and securely over their mouth and nose. In addition, any persons present in the unit must maintain at least six feet distance from CIHA staff at all times. Failure to wear a mask, or to wear a mask properly, or to maintain social distancing measures, will result in CIHA staff leaving the unit immediately.
- (v) Tenants, homebuyers and their household members will have the option – in lieu of the COVID-19 worksheet, social distancing, and wearing a mask – of vacating the premises while CIHA staff are on-site. If you elect this option, we request you vacate the premises at least 2 hours prior to CIHA staff arriving on-site, and if possible, air the Premises out by leaving sufficient windows open for cross-ventilation to occur.
- (vi) Tenants, homebuyers and their household members who have been fully vaccinated and who provide a valid vaccination card to the satisfaction of CIHA staff, are exempt from the requirements set out in these COVID-19 protocols.

SECTION III
Reexaminations, Rent, and Readjustments

- A. **Tenant Eligibility Reexaminations/Recertification**: Reexaminations of all families are to be conducted once every twelve (12) months. The reexamination shall be considered as the scheduled inspection of the assigned unit.
- B. **Rents and Rent Adjustments**: All families in CIHA Rental units shall pay rent payments in accordance with calculations computed at the time of their application and based on the information and documentation supplied by the applicant at the time of application.
- C. **Computation of Rent**: Computations of rent for families in which any or the only members in the household are elderly, handicapped, or disabled families in CIHA Rental units shall be 15% of adjusted family income.
- 1) Rent for all other families shall be 25% of the adjusted family income. In no event shall any amount calculated be less than zero. Sources of income to be used to calculate rent includes but shall not be limited to:
- a) Money wage or salary income
 - b) Net income from nonfarm self-employment;
 - c) Net income from farm self-employment;
 - d) Unemployment compensation;
 - e) Workers' Compensation;
 - f) Social Security Income; Supplemental Security Income, and Public Assistance or welfare payments (TANF);
 - g) Veteran's payments;
 - h) Survivor benefits includes payments people receive from survivors' or widows' pensions, estates, trusts, annuities, or any other type of survivor benefits;
 - i) Disability benefits;
 - j) Pension or retirement income;
 - k) Educational assistance includes Pell Grants; other governmental educational assistance; any scholarships or grants; or financial assistance students receive from employers, friends, or relatives not residing in the student's household excluding the cost of tuition, books, supplies, and transportation;

- 2) Rent adjustments by the CIHA will not be made between the dates of annual reexaminations except when changes occur affecting tenant's family composition, i.e.; death, divorce, marriage, addition of a family member who should be added as a tenant or should become the head of family, or because of changes in the tenant's income.
- 3) Tenants will be notified in writing of any change in rent payments resulting from the rent reviews and the reasons for any such change.

Decreases in rent resulting from rent reviews are to be effective the first of the month following report and verification of the changes; Increases in rents shall become effective the first of the second month following the changes resulting from rent reviews.

D. If the tenant intentionally misrepresents any required information at the time of admission, annual reexamination, and a rent review caused a family to pay a lower rent than called for by calculation of rents because of the intentional misrepresentations by the tenant, such tenant will be required to pay the difference between the rent they paid and what they should have paid. If an applicant or resident knowingly misrepresents their income they are committing fraud, which makes them subject to federal penalty under the law.

E. **Inspections**: The scheduled inspections shall take place as follows:

- 1) Inspections will be conducted at 30-60-90-days after the lease is signed and initial move-in to the unit; thereafter will be conducted annually, or as required by CIHA.
- 2) Re-inspection shall be conducted per notification from CIHA, if Annual inspection failed.
- 3) If re-inspection failed, then tenant will enter into a Plan of Action and housekeeping training to include other inspections and follow-up action as agreed upon.

F. **Maximum Rent Schedule**: Maximum rents will be determined by each local area, based on 50% of the State established, fair market rent rates based on size of rental unit (1 bedroom, 2 bedrooms, 3 bedroom, etc.) Once established, they will be periodically reviewed and any recommended adjustments to the maximum rental rates will be approved by the Board of Commissioners, at least bi-annually.