

WORKFORCE HOUSING RENTAL PROGRAM
NAHASDA UNITS – PART A

I. Workforce Housing Rental Program (WHR)

The intent of this program is to provide workforce rental housing to low-moderate income Tribal families that are full time employees of Chinook Winds Casino Resort (CWCR).

Six rental units will be available to households whose income is below 80% of the national median. Rents shall be 30% of a family's monthly adjusted income.

II. NAHASDA UNITS

1. Definitions

- A. Annual Income:** Annual Income is used to determine eligibility for the program and means income from all sources of each member of the household, as determined in accordance with criteria prescribed by the Secretary of HUD.
- B. Adjusted Income:**

Adjusted Income is used to determine monthly rent amount. For purposes of computing rent payments, adjusted income means annual income remaining after excluding the following:

 - a. \$480.00 for each family member, other than the head or spouse, who is under age eighteen (18), disabled, handicapped, or a full-time student, (except foster children);
 - b. Amount paid directly by the family for child care for family members under age twelve (12) which is necessary for employment or education;
 - c. The amount of social security tax that is deducted from the wages of any member of the tenant's or homebuyer's household, who is 18 or over and whose wages are being counted in determining the amount of rent or house payment;
 - d. \$400.00 for an elderly or disabled family, where the head or spouse is either sixty-two (62) years of age or older, disabled, or handicapped;
 - e. The amount by which three percent of the annual income of the family is exceeded by the aggregate of:
 - i. Medical expenses, in the case of an elderly or disabled family; and
 - ii. Reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
 - f. The amount of any earned income of any member of the family who is less than 18 years of age; or
 - g. The amount of child support directly paid by the family for children residing outside the household as confirmed through third-party verification.
- C. Drug Related Criminal Activity:**

The term "drug related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug as defined in 24 CFR §5.100.

D. Tribal Member:

An enrolled member of the Confederated Tribes of Siletz Indians.

E. Dependent Children:

Minor or dependent children who are enrolled Siletz Tribal members.

F. Low Income Family:

"Low income family" means a family whose "Annual Income" (as defined above) does not exceed 80 percent of the median income.

III. TERM OF THE LEASE

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

IV. PROGRAM DISENROLLMENT

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

V. APPLICATIONS

Applications may be obtained by e-mail, mail, or by coming to the STHD office. The application consists of the Rental Housing Program application with attachments, including an Authorization to Release Information. Social Security numbers for all family members aged six (6) and older must be disclosed and documented by submission of a Social Security card or other documents. All documents must be signed by all adult members of the household and returned to the STHD office either by mail or personally, where they will be date/time stamped.

VI. WAITING LIST

Eligible applicants will be placed on an active waiting list based date and time application is received.

The waiting list will be prioritized as follows:

1. Household member employed full time by CWCR for 6 consecutive months prior to the date of application and the household includes an enrolled Siletz Tribal member.
2. Household includes an enrolled member of another federally recognized tribe and employed by CWCR for 6 consecutive months prior to the date of application.
3. Household composition. If both parents of any child are not included in the applicant household, then the applicant must provide proof of custody and support. If court records are not available to document custody and support, then notarized from the absent parent (s) or letters from agencies such as Services to Children and Families (SCF) or Indian Child Welfare (ICW) or from an attorney may be provided.

VII. INELIGIBLE APPLICANTS

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

An applicant will be considered ineligible:

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

VIII. BACKGROUND CHECKS

1. A Criminal History Background check will be conducted on all applicants and household occupants 18 years of age and older. Each applicant will be screened by checking references from previous landlords. This will help STHD to determine if the applicant has a history of meeting financial responsibilities, will take proper care of the housing unit, will adequately supervise their children and has not engaged in criminal or illegal activities that would have a detrimental effect on other residents in the housing project. STHD will have discretion to determine the suitability of applicants and household members and in the event of an adverse decision will document the reason(s) for the determination and provide notice and opportunity for appeal.
2. If the background check shows substantial, material, questions regarding whether the applicant's history of meeting financial obligations and/or criminal or illegal activities would have a detrimental effect on other residents or the housing community, the household will be determined ineligible.
3. In the event of unfavorable information regarding an applicant, STHD shall take into consideration the time, nature and extent of the past occurrences and the reasonable probability of future favorable performance.
4. **Determination of Eligibility**
A preliminary determination of eligibility or non-eligibility will be made within 14 working days of the date the application is received in the STHD office. Eligible applicants will be placed on an active waiting list by date/time of application. Ineligible applicants will be placed in an inactive

file and will be notified of the reason for their ineligibility and shall be entitled to an opportunity for appeal.

IX. SELECTION

1. Selected families will be notified in writing. The offer must be signed by the applicant and returned to STHD within 15 days. Failure to respond within the 15 day time period will result in offer being rescinded. If an offer is rescinded, applicants will be notified in writing and given an opportunity to appeal their place on the waiting list.
2. If a family declines, the application will receive a new date/time stamp and move to the bottom of the list.
3. Applicants will be selected from the approved waiting list by highest number of points, date/time of application and bedroom size. Selection will proceed in the following order:
 - A. The Household includes an enrolled member of the Confederated Tribes of Siletz Indians. If the Head of Household is not an enrolled Siletz Tribal member but the family includes a minor or dependent child who is an enrolled Siletz Tribal member, the non-tribal Head of Household signs lease as guardian on behalf of minor enrolled Siletz Tribal child/children until they reach age of majority.

X. CONFLICTS OF INTEREST

1. No person who participates in the decision making process or who gains inside information with regard to housing activities or contracts may obtain a personal or financial interest. This provision does not, however, apply where a person is low-income and is selected for assistance in accordance with written policies for eligibility, admissions, and occupancy. However, if a STHD employee or his/her immediate family member is on the waiting list for housing assistance, that employee may not be involved in the selection process.
2. If a STHD employee is provided assistance with NAHASDA funds, STHD will make a public disclosure of the nature of assistance to be provided and the specific basis for the selection of the person. STHD will provide ONAP with a copy of the disclosure before assistance is provided.

XI. PRE-OCCUPANCY

Leases shall be explained to each renter in detail so that he/she understands the responsibilities and obligations that accompany participation in our housing program. This phase should result in the avoidance of many future management/resident conflicts.

XII. MOVE-IN

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

XIII. MOVE-OUT

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

XIV. RENT PAYMENTS AND DEPOSIT

“Adjusted Income” as defined in §II.2. will be used to determine rent payment amounts for the six NAHASDA Units.

1. RENT PAYMENTS FOR NAHASDA UNITS

- A. Rent shall be 30% of a household’s monthly adjusted income and shall not include a utility allowance deduction.
- B. Maximum rent for the **six NAHASDA Units** shall be:

Bedroom Size	Maximum Rent
2	\$ 400
3	\$ 550

- C. Rent payments are due & payable on or before the (1st) day of each month. When a lease begins on a day other than the first, a pro-rated payment shall be made that month
- D. Payments may be made automatic payroll deduction. Wage assignments will be signed at the time of move-in.

- 2. All households will pay a \$400 security deposit prior to occupancy.

XV. OCCUPANCY

1. PRINCIPLE RESIDENCE

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

2. SUBLEASE

Subleasing is not allowed.

3. GUESTS

Renters may have guests; however no guest may stay for more than fifteen (15) consecutive days in any twelve (12) month period without the prior written approval of STHD. Guests may not stay at multiple residences, 15 days cumulative in 12 month period is the limit.

4. DISTURBANCES

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

The renter must agree that he/she and any member of his/her household or guest shall not engage in criminal activity, including drug-related criminal activity.

5. LOCKS CHANGE

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

STHD. All residents must have prior approval from STHD before changing locks. All such changes shall be done at the renter's expense.

6. INSPECTIONS

- A. Annual Inspections: The renter shall agree to allow Housing Department Staff to inspect the rental unit upon initial occupancy and annually thereafter. STHD shall provide a 15-day notice before the inspection. The renter shall participate in these inspections and STHD shall issue a written report listing any required repairs and a timeline for completion and re-inspection. STHD will charge renters for repairs beyond normal wear and tear.
- B. 48 Hour Notice Inspections: STHD shall have the right to inspect any townhome unit upon at least forty-eight (48) hours' notice to the renter for the purpose of determining if they are fulfilling their obligations to maintain the unit.
- C. Emergency Inspections: The STHD shall have the right to enter the rental unit without notice for suspected abandonment, when utility service has been discontinued or when severe damage is evident. The STHD shall leave a written notice on the front door at the time any such entry is made.

7. RE-EXAMINATIONS AND ADJUSTMENTS IN MONTHLY RENT

- A. Re-examination. The STHD shall notify each renter in NAHASDA units when it is time for the periodic re-examination of household income and composition. Re-examinations will be scheduled at the same time as annual inspections described in section 7.A. of this policy. Each family shall be required to complete a personal declaration of household composition and income and have all family members age eighteen (18) and older sign an authorization for release of information. Social security numbers for all family members age six (6) and older must be provided to STHD. The renter shall return all documents required for the re-examination to the STHD office within 30 days of receipt.

STHD shall verify all sources and amounts of income and assets and shall compute the rent payment accordingly. The renter shall be given at least thirty (30) days written notice of any increase or decrease in rent payments.

- B. Income Changes. Renters are required to notify the Housing Department within five (5) working days of any of the following conditions:
 - 1. Any change in household composition. Additions of adult members to the household or a person whose sole purpose is to provide live-in care to a family member, must have the approval of STHD and any such person will be subjected to the same screening procedures as new applicants;
 - 2. Any decrease in household income;
 - 3. Increase in family income that exceeds one hundred dollars (\$100.00) per month.Failure to give required notice under Section (B) above is a violation of this policy and will subject family to termination and eviction proceedings.

XVI. TRANSFERS

STHD Initiated Transfers. The STHD may require a family occupying a WHR unit to transfer to a non WHR unit when household composition permanently changes. The Housing Department staff will try to ensure that families have a home or apartment that meets the needs of the family. Reasons

for STHD initiated transfers may include but are not limited to loss of employment and overcrowding.

Families may request transfer to another LR unit and be placed on a transfer waiting list. Such a transfer will not be approved unless the family is current with rent and have complied with all obligations of the Lease.

TERMINATIONS

1. Termination by renter

The renter must provide at least thirty (30) days' notice in writing to STHD of their intent to vacate the unit and terminate their lease agreement. Move-out date shall be determined as the date keys are returned to the STHD office or such date as determined by STHD.

2. STHD Initiated Termination

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

1. 14-day notice for non-payment of rent.
2. 24-hour notice for behavior that threatens the lives, health, or safety of other residents or STHD staff (includes drug activity).
3. 30-day notice for all other violations.
4. The renter shall turn his/her keys over to the STHD upon vacating.

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

3. ONE STRIKE POLICY:

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

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

1. Threatens the health or safety of, or right to peaceful enjoyment of their premises by, other residents, persons residing in the immediate vicinity of the premises, or employees of the CTSI; or
2. Is criminal activity (including drug-related criminal activity) on or off the premises.

XVII. Department Appeal and Complaint Process

1. Right to Appeal:

Any family which is determined not to be eligible to participate in rental activities, any family that is denied admission and any family whose occupancy is terminated shall be advised of the right to appeal such action or decision, and will be advised of the right to examine any relevant documents,

records, or regulations directly related to the action prior to a hearing or trial. Such review shall not include documents and records containing confidential information regarding other applicants or occupants. Upon filing of a written request as provided herein, a complainant shall be entitled to an opportunity for hearing.

2. Definitions:

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

3. Exclusions:

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

- A. Any termination based upon activity that threatens the health or safety of, or right to peaceful enjoyment of the Indian housing development by, other residents or employees of the owner or manager of the housing; or
- B. Any termination based upon criminal activity (including drug-related activity) on or off the premises of the Indian Housing development.

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

4. Informal Dispute Resolution:

If the STHD makes a decision that would be subject to appeal, the staff member who made the decision will attempt to informally resolve.

While informal resolution is encouraged, it does not affect the time limits to formally complain, grieve and appeal. Appeals must be filed within 10 days from the date of the initial decision. Administrative remedies must be exhausted, and you cannot skip a step in the formal process.

5. Formal Dispute Resolution:

1st Step: Review by Housing Director

If STHD staff cannot informally resolve the issue, the Housing Director will review your case and respond in writing within 20 days. No particular form is required to do this as long as the complaint or grievance: (1) is in writing and is signed by the party or his or her spokesperson or attorney; and (2) is actually delivered to the Housing Department within the 20 day time period. The Housing Director will review your case and respond in writing within 20 days.

2nd Step: Tribal Court

If you disagree with the Housing Director decision on a non-termination action, you have the right to appeal to the Siletz Tribal Court within 20 days from the date of the response from the

Housing Director. However, if the Housing Director's decision is to uphold your termination, the STHD will file an eviction action against you in Tribal Court, and you will be able to challenge that decision in your response to the eviction case.