



Document Owner Department: Housing Approvers: Policy Compliance, Publisher-Group-Approve	Document Owner: Malia Sterling Published / Effective Date: 09/14/2026 BOD Adopted Date: 08/07/2026
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1. POLICY

- a. It is the policy of the Tulalip Tribes to have rules and policies for the Tulalip Tribal Rental Housing Program.

2. SCOPE

- a. The scope of this Policy is to provide rules and procedures for all rental units, provided to Tenants through the Tulalip Tribes Housing Department.

3. GENERAL PROVISIONS

- a. Policy Statement
 - i. The Tulalip Tribes Housing Department ("TTHD") has established a Tulalip Tribal Rental Housing Program ("Program"), which enables qualified individuals and families to obtain housing by entering into a signed Rental Agreement with the TTHD.
- b. Adoption
 - i. This Policy has been adopted by the Tulalip Tribes Board of Directors per the Resolution(s) listed on the front page of the Policy.
 - (1) This Policy may only be amended by Resolution.
 - (2) This Policy supersedes and replaces TTHD's prior Low Rent Policy.
- c. Applicability:
 - i. The Policy applies to all Dwelling Units that are under TTHD management and all Tenants, Family Members, and other individuals that are residing or visiting such Dwelling Units.
- d. Interpretation:
 - i. If any provision of this Policy conflicts with applicable federal laws and regulations, including but not limited to the Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA) and its implementing regulations in 24 CFR part 1000, the applicable federal laws or regulations shall prevail.



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- (1) The TTHD will comply with updates to NAHASDA or the terms of federal grant awards, if any changes are implemented.

e. Acceptable Behavior by Tenant and Guests within Tribal Housing Programs:

- i. Tenants, Family Members, Guests and any person at a Tenant's Dwelling Unit are expected to conduct themselves with decency when dealing with TTHD staff, vendors, others assigned to work within their Dwelling Units, the Tulalip Tribes Administration Building, or within the community.
- ii. Unacceptable behavior includes, but is not limited to:
 - (1) Dressing inappropriately when TTHD staff are present,
 - (2) Being intoxicated or under the influence of illegal or non-prescribed substances,
 - (3) Being abusive or degrading,
 - (4) Using racial, sexual, ethnic, or obscene language,
 - (5) Inappropriate comments or actions,
 - (6) Harassment, including sexual harassment,
 - (7) Threats of violence, including bullying, threatening comments, or physical intimidation, and
 - (8) Not physically restraining a dog or other animal when TTHD staff is present.
- iii. Unacceptable behavior may result in the termination of a Tenant's Rental Agreement and/or removal from eligibility for housing at TTHD's sole discretion.

4. ELIGIBLE FAMILIES

a. Native Families:

- i. Except as specified below, to be eligible for assistance the Family must have at least one Family Member who is a member of a Federally Recognized Tribe.

b. Essential Families:



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- i. Applicant may be eligible provided that the TTHD has determined that the Family qualifies as an Essential Family based on the following:
 - (1) presence of the Family on the Tulalip Reservation is essential to the well-being of Indian families, and
 - (2) the Family's housing needs cannot be reasonably met without TTHD assistance.
- c. Income Requirements:
 - i. The definition of Annual Income for the Program will be consistent with HUD's Section 8 program's definition of income in 24 CFR part 5.
 - ii. Maximum Income:
 - (1) Except as provided below, the Tenant or Family's Annual Income cannot exceed the applicable income limits for admission that are established by the Federal Regulations;
 - (2) Families must be under the 80% level of the Snohomish County Median Income for the application year in order to meet the Maximum Income limit and be approved as a qualified Applicant for TTHD.
 - (3) Families who are over the 80% level will be allowed to remain on the Waitlist, but cannot become eligible to receive placement in TTHD housing unless their income is subsequently demonstrated to be under the Maximum Income limit specified above at the time of move-in.
 - (4) Exception to Maximum Income Limit:
 - (a) Maximum Income limits apply at the time of initial occupancy of the Dwelling Unit for the Program,
 - (b) Families do not become ineligible if their income increases above the Maximum Income Limit after they have entered into an Agreement with the Housing Department,
 - (c) However, should their income increase in excess of the 80% applicable limit, their rent may adjust in accordance with the calculation for non-low-income families.
- d. Additional Criteria for Admission:



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- i. A Family will not be admitted whose conduct in present or prior housing has been unacceptable, is likely to diminish the health, safety, welfare, or quiet enjoyment of other tenants, or to adversely affect the housing environment, the physical condition of the Dwelling Unit, neighborhood, or TTHD's financial ability to operate the Program and enforce Tenant obligations without undue burden.
 - (1) All Family Members must have no evictions from a TTHD Dwelling Unit, for any reason, within the last (12) twelve months.
- ii. Outstanding Debts:
 - (1) No Family will be admitted who has an outstanding debt to the Tulalip Tribes, to any utility company that would prohibit the Family from obtaining utility services, or TTHD.
 - (2) Applicants will be required to bring in a housing debt verification form supplied by TTHD, with signatures from each department listed on the form verifying there is no debt obligation.
 - (3) To be considered for eligibility, the Family must first repay the debt in full and demonstrate a reasonable financial ability to pay future obligations.
 - (4) Exceptions for outstanding debts
 - (a) At a minimum, an Applicant requesting this exception must provide evidence of twelve (12) months of consecutive payments toward the debt in an approved payment program and evidence indicating that the Applicant is unable to access housing outside of the Program,
 - (b) TTHD may require additional information as circumstances warrant and require an Applicant to sign a payback agreement for the outstanding debt at the time of application; if the Applicant does so, the Applicant may be added to the appropriate wait list.
- iii. Drug Related:
 - (1) Drug-related Criminal Activity is strictly prohibited,
 - (2) This prohibition will apply to activity in areas on or off the premises, if an eviction was a result of a visitor or Guest on the premises or such an individual being under the influence of a Controlled Substance while on the premises, and includes offenses for which only a civil penalty will be assessed.
 - (3) Except as specified in this Section, TTHD will not admit an Applicant to the waiting list or to occupancy of a TTHD Dwelling Unit if any Family Member who will be an occupant of the



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Dwelling Unit has been convicted, or was evicted from any housing because of Drug-related Criminal Activity during the one (1) year prior to the application date :

(a) Admission may be granted to an Applicant or any Family Member that has successfully completed a rehabilitation program approved by TTHD.

(4) TTHD may make an exception to this basis for ineligibility if the Drug-related Criminal Activity exclusively involved use or possession of “marijuana” as defined under applicable State or Tribal law.

(5) If any member of the Immediate Family who will be an occupant of a Dwelling Unit has been convicted or was evicted from any Housing because of Drug-related Criminal Activity during the previous five (5) years before occupancy, TTHD will require a referral to the Tenant Success and Stability Services Program Policy (hereinafter TSSS) upon signature of Rental Agreement.

iv. Tribal Exclusion:

(1) No Family will be admitted who has a Family Member that has been excluded from the Tulalip Reservation for any reason including, but not limited to, the selling of Controlled Substances on the Tulalip Reservation, unless the non-excluded Family Member can show legal separation from the excluded Family Member.

(2) If a Family Member had previously been excluded and is in an exclusion deferral or has already successfully completed the Tulalip Tribal Court’s deferral process to be allowed back on the Tulalip Reservation, that Family will be eligible for TTHD programs, unless there are other grounds for ineligibility.

v. History of Violence:

(1) No Family will be admitted that has a Family Member, who has a history or pattern of engaging in violent criminal activity, during the previous five (5) years before occupancy.

(2) Violent criminal activity is defined as the use, attempted use, or threatened use of physical force against a person or property of another.

(3) Except as specified in this Section, TTHD may take into consideration the length of time since the last evidence of such violent criminal activity, and the record of rehabilitation efforts on behalf of the Family Member.



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(a) TTHD will require a referral to the TSSS Program upon signature of Rental Agreement if there is a Family Member that has a history or pattern of engaging in violent criminal activity.

vi. Fraud and/or False Statements:

(1) Any Applicant or Tenant who knowingly makes false statements, provides false information to TTHD, or has committed fraud in or to any Tribal program, is not eligible for this Program for a period of five (5) years after the false statements or fraud is discovered.

(a) Tenants who are found to have made false statements or otherwise engaged in fraudulent activity prior to or during their tenancy are subject to having their Rental Agreement terminated.

(b) After five (5) years, the Tenant who has committed fraud will be required to participate in the TSSS Program to address the issues that lead to committing such fraud.

vii. Registered Sex Offenders:

(1) Persons required to register as a sex offender under the Tulalip Tribes Sex Offender Registration Code, TTC 3.22, or under any State or Federal sex offender registration program, shall not be eligible for this Program or any other TTHD Program.

viii. Permanent Family Members

(1) A Family who applies for housing must include all Permanent Family Members as defined in this Policy on the application, unless supported by documentation that clearly provides evidence that one or more of the Permanent Family Members will not be residing in the TTHD-assigned Dwelling Unit.

(a) Such evidence may include a signed Rental Agreement from a third party (not to include Immediate Family), a utility bill in their name at another location, legal separation paperwork, or other evidence approved by the TTHD.

(2) A Family that does not have full custody of a child in the household, who does not have both parents of the child listed on the household composition, and the child resides in the Dwelling Unit more than 50% of the time, will be required to provide additional documentation, which may be court documents and/or a notarized document.



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(3) Foster Children; eligible families may include foster children, as long as the children do not cause overcrowding.

ix. U.S. Citizenship

(1) If any Family Member is a non-citizen of the United States and does not have legal immigration status, the household will not be eligible.

5. ADMISSIONS & OCCUPANCY

a. Low-Rent Waitlist ("Waitlist")

i. TTHD will maintain a Waitlist of Applicants, as follows:

(1) A Waitlist will be maintained by date and time of application, sorted by bedroom size and Tribal preferences.

(2) Preferences are as follows:

(a) Applicants whose Head of Household are enrolled members of the Tulalip Tribes and a Veteran, as defined in this Policy:

(i) Veteran status may be used one time and can be utilized a second time after ten (10) years from the date of vacating dwelling unit to obtain a priority selection, and TTHD shall require proof of Veteran status at the time of application, including but not limited to a copy of the Veteran's DD214 form.

(b) Applicants whose Head of Household is an enrolled member of the Tulalip Tribes, and an Elderly Person.

(c) Applicants whose Head of Household is an enrolled Tulalip Tribal Member.

(d) Other Applicant whose Head of Household is enrolled in a Federally recognized Tribe.

(e) Other Applicants who have a child under the age of eighteen (18), who is a member of a Federally Recognized Tribe, and is residing in the Household more than 50% of the time.

(f) All other applicants.



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ii. Updating the Waitlist:

- (1) Once an Applicant is on the Waitlist, it is the Applicant's responsibility to complete an interim Waitlist update form to update any household changes.
- (2) TTHD may periodically update the list of active applications by requiring all people on the waiting list to respond to a mailing requesting affirmative response regarding their applications.

b. Application:

i. Open Process:

- (1) Unless the Waitlist is closed, applications are accepted from all Families seeking participation in the Program.

ii. Applicant's Responsibilities:

- (1) The application constitutes the basic record of each Family applying for participation Therefore, each Applicant will be required to supply the information requested on the application form and to sign the application, attesting to the information provided.
- (2) Applicants are also required to sign a release of information so that TTHD staff may request further documentation from other Tribal agencies, if needed.
- (3) Background checks will be performed as part of the initial eligibility, as well as prior to the admission into a Dwelling Unit.
- (4) Tribal or State Photo identification must be provided for all people in the household who are eighteen (18) years and older.

6. Request if the Family requires the need of ADA accommodations to ensure proper placement.

a. Eligibility Determination:

i. Initial Determination:



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(1) TTHD shall make an initial determination of “eligible” or “ineligible” based on the information provided in the application.

ii. Family Determined Eligible:

(1) If an Applicant is determined eligible, the Applicant shall be placed on the Housing Program Waitlist and receive written notice of the determination.

iii. Family Determined Ineligible:

(1) If at any time during the application process the TTHD determines that the Applicant is ineligible, the Applicant will be given written notice of the determination:

(a) The notice shall state the reasons for ineligibility, and advise the Applicant of their right to file a grievance in accordance of this Policy.

iv. Final Eligibility Determination:

(1) Once a Dwelling Unit becomes available, not more than thirty (30) days prior to move-in, the Applicant must submit documentation and verification of income.

7. SELECTION PROCESS

a. Selection from Waitlist:

i. All vacancies will be filled by selecting Applicants from the Waitlist according to the occupancy standards stated in this Policy.

b. Order of Selection/Priorities:

i. Once a Dwelling Unit is available the preferences stated in this Policy section Admission and Occupancy - Waitlist shall apply to the initial selection of a Family.

c. Assignment for Dwelling Unit:

i. To avoid overcrowding, the TTHD matches Family size to the bedroom size in accordance with the following occupancy standards. Occupancy standards may be waived when necessary to achieve or maintain full occupancy of the Dwelling Unit.



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Bedrooms	Minimum Persons	Maximum Persons
1	1	3
2	1	5
3	3	7
4	4	9
5	5	11

d. Notification to Families:

- i. After a Family is selected according to this Policy the Family shall be notified of the vacancy and the approximate date the Dwelling Unit will be ready for occupancy.
- ii. If the selected Applicant does not respond to TTHD's notification of a vacancy within ten (10) business days or does not provide the necessary information within the required time as specified in the notification, the Family will be removed from the Waitlist and TTHD shall proceed to select the next eligible Family:
 - (1) A Family will not be removed from the Waitlist if the failure to respond or provide necessary information was due to hardship.
- iii. At the time of Initial Eligibility of Move-In, the Applicant will be required to meet with Housing Staff and fill out all proper documentation to determine if the Family income qualifies for the selected program:
- iv. Upon acceptance of the offer, a Rental Agreement will be signed with the Applicant, making the Applicant a Tenant as defined by this Policy.
- v. A Tenant will be required to provide TTHD with a \$750.00 Refundable Security Deposit, which will be used to reimburse TTHD at move-out for any damage above normal wear and tear, cleaning, outstanding work order debt and unpaid rent, along with any rent monies (pro-rated based on move-in date) for the first month.
 - (1) TTHD may allow a Tenant to enter into a payback agreement with automatic deductions from general welfare, or payroll deduction to cover the \$750.00 security deposit if the Tenant does not have the \$750.00 to pay TTHD upfront.
- vi. A Tenant will be required to provide TTHD a pet deposit at move in based on this Policy's section Household Pets, if applicable to the Family.

e. Orientation:



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- i. All Applicants shall be required to attend a tenant orientation prior to being approved for occupancy.
- f. Rejection of Offer:
 - i. Applicants who reject an offer of selection will be removed from the Waitlist.
 - (1) If at any point during the selection process an Applicant informs TTHD that the Applicant declines the Dwelling Unit, whether by verbally declining or sending an email to TTHD, the rejection shall be documented by TTHD staff.
 - (a) The verbal communication shall be documented in Applicant file by TTHD staff or email shall be sufficient evidence of the Applicant's rejection of the offer of selection.
 - (b) The following circumstances will not count as rejections:
 - (i) The Applicant is unable to move at the time of the offer of selection is made and the Applicant presents clear substantiating evidence to TTHD's satisfaction that the Applicant is physically unable to relocate at the time required, as indicated in a doctor's verification.
 - (ii) Accepting the offer would result in verified undue hardship to the Applicant supported by clear substantiating evidence to TTHD's satisfaction.
 - 1. Undue hardship includes temporary or seasonal employment, participation in education, or similar situations out of the area, financial hardship due to a current lease, or deployment in the military
 - (c) An Applicant may only have (2) documented undue hardships and then they will be removed from the waitlist.
 - (2) If a second unit is declined, the Applicant will be removed from the Waitlist.
- g. Transfer of Dwelling Units:
 - i. TTHD has the authority to transfer a Tenant to another Dwelling Unit.
 - (1) Before a Tenant will be allowed to transfer to another Dwelling Unit the Tenant must be in compliance with the existing Rental Agreement or Stipulated Agreement, if applicable.



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- (2) TTHD will abide by 24 CFR 1000.14.
- (3) The move out process will apply to any transfer of a Dwelling Unit.
- (4) Transfers will only be approved for over housed and underhoused circumstances.
- (5) The Tenant will be required to complete a request to transfer unit form and will be placed on the waiting list, after the review and approval of the request.
- (6) The Tenant shall be responsible for paying a \$750 security deposit on the new Dwelling Unit.

h. Temporary Relocation:

- i. If a transfer is necessary because of unforeseen maintenance conditions and an appropriate Dwelling Unit is not immediately available, then TTHD will provide temporary accommodations to the Tenant by arranging for temporary lodging at a hotel or similar location.
 - (1) If kitchen facilities are not available, a small stipend shall be provided per Snohomish County per diem rates (If funds are available).
- ii. If the conditions that require the transfer cannot be repaired or the conditions cannot be repaired in ninety (90) days, then TTHD may transfer the Tenant to the first available and appropriate Dwelling Unit.
- iii. An addendum to the current Rental Agreement will be signed for any temporary relocation.
- iv. The Tenant shall be responsible for any damage done to the temporary lodging.

8. RENT PAYMENTS

a. Low Income Families Rent Calculations:

- i. All rent payments are based on the total Family's Adjusted Income.
- ii. For purpose of computing rents, the maximum a Low-Income Family may pay in rents under NAHASDA is no more than 30% of their adjusted income.



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- (1) TTHD will complete rent determinations for low-Income Families using a maximum rent payment determination that is capped at 25% of a Family's Adjusted Income calculation.
- iii. Adjusted Income means the Annual Income that remains after excluding the following amounts:
 - (1) Youths, Students, and Persons with Disabilities:
 - (a) \$600.00 for each member of the family residing in the household (other than the Head of the Household or the spouse of the Head of the Household) as follows:
 - (i) For any person who is 18 years of age or older who is a person with disabilities or a full-time student.
 - (ii) For any person who is under 18 years of age.
 1. If the person is a child and is in a documented split custody (50/50) situation and both parents reside in TTHD housing programs, then the deduction shall be split between the two Dwelling Units.
 - (iii) Foster children are not considered Family Members for the purposes of determining income or deductions from income.
 - (2) Elderly and Disabled Families:
 - (a) \$525.00 for an Elderly or Disabled Family.
 - (3) Medical and Attendant Expenses:
 - (a) The amount that TTHD will be deducting will be in accordance with 24 CFR 5.611. (a)(1) - (a)(2):
 - (i) Medical expenses, in the case of an Elderly Person 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 Family Member (including a member who is a person with disabilities) to be employed.
 - (4) *Earned income of minors:*



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(a) The total amount of any earned income of any Family Member who is less than 18 years of age.

(5) *Travel expenses:*

(a) Excessive travel expenses, not to exceed \$25 per Family per week, for employment or education-related travel.

(6) *Assistance or Welfare Payments:*

(a) The total amount of any assistance or welfare payments collected by the Family.

(b) This amount includes all public assistance payments low-income people receive, such as temporary assistance to needy families ("TANF"), general assistance, and emergency assistance.

(7) *Veterans' Payments:*

(a) The total amount of any payments made to a Family including payments made to disabled members of the armed forces or survivors of deceased veterans that are received periodically from the Department of Veterans Affairs for education and on-the-job training and means-tested assistance to veterans.

(8) *Survivor Benefits:*

(a) The total amount of any payments made to a Family that includes payments people receive from survivors' or widows' pensions, estates, trusts, annuities, or any other types of survivor benefits.

(9) *Adjusted Gross Income:*

(a) Not applicable when determining a household's eligibility.

(10) *Educational Assistance:*

(a) The total amount of any payments made to a Family that includes Pell Grants; other government educational assistance; any scholarships or grants; or financial assistance students receive from employers, friends, or relatives not residing in the Dwelling Unit.

b. *Over-Income Families Rent Calculations:*



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- i. Over-income Families will not receive the same benefits provided to Low-Income Families.
 - ii. The amount of assistance these Families may receive will be determined as follows:
 - (1) Each year in December TTHD shall establish a Flat Rent Schedule of over-income Tenants, which shall be posted at the TTHD office and shall be mailed by regular mail to the Tenants to whom it applies.
 - (a) That Flat Rate Schedule shall be consistent with the requirements of 24 CFR 1000.110(d).
 - (b) This Flat Rent Schedule shall only be used during recertification purposes, not at initial eligibility.
 - iii. Over income Elderly Persons/disabled Tenants (maximum rent):
 - (1) For an Elderly Person who are the Head of Household, or for those Families whose Head of Household are permanently disabled, and Annual Income is above the 80% of the median income for Snohomish County for current year, rent will follow the Over-income families Flat Rent Schedule.
- c. Low Income Families Maximum Rents:
- i. For Low-Income Families rent shall not exceed \$650.00.
 - ii. For Low-Income Families with an Elderly Person who is the Head of Household or whose Head of Household is permanently disabled rent shall not exceed the following amount of \$350.00.
- d. Rental Payments:
- i. Payments made by Tenants shall be charged by the TTHD and payments will be collected by the Tulalip Tribes Finance Cashier, located in the Tulalip Tribal Administration Building.
 - ii. Tenants who fail to make payments in a timely manner shall be subject to remedies specified in the Rental Agreement and this Policy.
 - (1) Notification will be sent after the tenth day of the month, and Tenant will be given seven (7) calendar days to make payment arrangements, failure to comply will result in a notice to quit being issued to the Tenant.



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- iii. All adjustments to the rental accounts shall be approved by TTHD Director or designee.
- iv. All payments are due as required in the Rental Agreement:
 - (1) Any returned check, for insufficient funds or any other reason, shall be assessed a \$45 returned check administrative fee, along with any fees the bank may charge.
- v. If the Tenant requests to have any deductions for rent payment, they must pay the month's rent in advance so that their rent payments are received in full before the rent is due.

9. RECERTIFICATIONS

- a. Annual Recertification: Each calendar year, all Families participating in the Program are required to submit sufficient documentation to enable TTHD to calculate their income for the next year and determine the appropriate rental rate.
 - i. Required Information: Tenants are required to submit information that verifies all information that affects eligibility, family composition, Annual Income, unit size, determination of rent, and housing needs.
 - ii. Household Composition: A list of all Family Members must be provided to TTHD as part of the Annual Recertification.
 - iii. At the time a Tenant completes an Annual Recertification, the Tenant will be required to sign a new Rental Agreement.
- b. Interim Recertification: The purpose of this section is to allow existing Tenants to update information related to their income and housing composition.
 - i. In addition to submitting information required at the time of the Annual Income review, Tenants shall report to TTHD the following changes in family circumstances, within ten (10) business days of the changes:
 - (1) Changes affecting family composition, loss, or addition of any Family Member through marriage, death, divorce, birth, adoption, foster children, permanent guardianship, or any other circumstances.
 - (2) Increases or decreases in income as a result of changes in family composition, employment, benefits, general welfare, elders support, tribal disability or any other reason.



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- ii. Tenant(s) cannot make financial or household changes to their initial household until more than six (6) months has passed from initial occupancy.

c. Notification of Recertification

- i. For Annual Recertifications: A notice will be sent by regular mail to the Tenant at least 30 days prior to the Tenant's Anniversary Date of Rental Agreement. The Tenant must respond and provide the information required for the Annual Recertification within ten (10) business days from date of the notice.
- ii. For Interim Recertification: When it appears that there is an unauthorized individual residing in a Dwelling Unit, a first notice will be sent by regular mail and posted on the Dwelling Unit front door requesting the Tenant come into the Housing Office within ten (10) business days to complete an Interim Recertification to add the individual as an occupant.
- iii. Notice of Violation:
 - (1) If there is no response by the Tenant after ten (10) business days TTHD will send by regular mail and post a notice of violation to the Dwelling Unit front door.
 - (2) The Tenant shall have five (5) business days from the date of the notice of violation to provide the required information for the Recertification.

iv. Eviction for Violations:

- (1) If the Tenant does not respond within five (5) business days of the notice of violation or requirements of the TSSS Program TTHD will move forward with evicting the Tenant.
- (2) A notice to quit will be served to the Tenant in accordance with Chapter 6.05.110(2) of the Tulalip Tribal Housing Code.
- (3) If the Tenant does not voluntarily vacate, TTHD will begin a judicial eviction proceeding under Chapter 6.05.120 of the Tribal Housing Code.

d. Rent Calculation:



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- i. Upon review of the documentation provided during a Recertification, TTHD staff will calculate the monthly rental payment for the Tenant for the next twelve (12) months.
 - ii. TTHD staff will send a notification to the Tenant by regular mail and will post the notification on Tenant's door.
 - iii. A rental increase will be implemented after thirty (30) days' notice to the Tenant, a decrease in rental payment shall be effective the first of the following month.
- e. Adjustments Due to Errors:
- i. Adjustments to required monthly rental payment shall be retroactive to the first day of the rent period affected when there is:
 - (1) A good faith error which, when corrected, results in decreased rent,
 - (2) Rental adjustments only processed within the same calendar year.
 - ii. Adjustments made to required monthly rental payments due to error by TTHD staff or misrepresentation by the family, where the corrected determination results in increased rent will be implemented after thirty (30) days' notice to the Tenant.

10. RENTAL AGREEMENT

- a. Execution of the Rental Agreement:
- i. All adult Tenants, and the authorized TTHD Manager or designee, shall execute the Rental Agreement prior to admission to occupying the Dwelling Unit, the Head of Household or the eligible Tribal member will be listed as the primary contracting party;
 - ii. At the time of Initial Eligibility of Move-In the Family will be required to meet with Housing Staff and fill out all proper documentation.
- b. Amendments to the Rental Agreement:



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- i. If the TTHD desires to change, amend or waive any provision of the Rental Agreement with respect to any individual or group of Tenants, an appropriate addendum shall be prepared, signed by the Family and TTHD Manager or designee, and attached to and made part of the original Rental Agreement.
- c. Principal Residency Requirement:
 - i. Throughout the term of the Rental Agreement, Tenants must use the Dwelling Unit as their Principal Place of Residence;
 - ii. Ownership or use of another residence is prohibited;
 - iii. Tenants are prohibited from subleasing a Dwelling Unit and unauthorized temporary absences.
- d. Remaining Family Members:
 - i. If the Head of Household becomes deceased, the Rental Agreement shall be considered terminated, and all remaining Family shall be required to vacate the Dwelling Unit, unless approved in writing to remain in the Dwelling Unit by the TTHD Manager or designee:
 - (1) If no one else is listed as an occupant on the Rental Agreement the Dwelling Unit will be immediately boarded up by TTHD.
 - (2) TTHD will determine through the Rental Agreement, enrollment and or funeral services to identify who the next of kin is and shall contact the appropriate person to remove any personal property from the Dwelling Unit.
 - (3) An exception may be made upon the recommendation of the Housing Manager or designee to enable minor Tulalip Tribal children to continue to reside in the Dwelling Unit following a divorce or death of a parent who was the Head of Household, or when guardianship or custody of the children has been legally granted to a person who has consented to be a signer to the Rental Agreement.
 - (a) This exception shall be temporary and shall automatically expire if one of the following occurs:
 - (i) the guardian or custodian no longer has physical custody of the minor Tulalip Tribal children,
 - (ii) if the minor Tulalip Tribal children move out of the home; or



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(iii) all of the minor Tulalip Tribal children reach eighteen (18) years of age.

(b) Once the exception expires the Rental Agreement shall be considered terminated, and the Family shall be required to vacate.

e. In-Home Business:

- i. A Tenant may administratively run a business from their Dwelling Unit and use their Dwelling Unit address as a business address.
- ii. A Tenant may not post business signs at their Dwelling Unit, carry out any manufacturing or production activities at their Dwelling Unit, sell any items from or store inventory at their Dwelling Unit, or provide a space to see clients in their Dwelling Unit.
- iii. A Tenant may only have one work-related vehicle at their Dwelling Unit regardless of if the work-related vehicle is for their own business or a take-home work vehicle issued by their employer.
- iv. Any business in a Tenant's home must be approved by TTHD prior to a Tenant conducting business and may not affect the quiet enjoyment of the neighborhood.

f. Procedure for Curable Violations:

- i. For the first individual incident of a Curable Violation, TTHD will not terminate the Rental Agreement and shall take the steps listed below.
- ii. First Notice of Violation:
 - (1) TTHD will send by US postal service mail and post the first notice of violation to the Dwelling Unit front door. The Tenant shall have five (5) business days from the date of notification to comply with the requirements listed in the first notice of violation.
- iii. Second Notice of Violation
 - (1) If the Tenant does not respond to the first notice of violation, TTHD will send by regular mail and post the second notice of violation to the Dwelling Unit front door and will refer the Tenant to the TSSS Program.
 - (2) The Tenant shall have five (5) business days from the date of notification of the second notice of violation to comply with the requirements listed in second notice of violation.



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iv. Eviction for Violations:

- (1) If the Tenant does not comply within five (5) business days of the second notice of violation or the requirements of the TSSS Program TTHD will proceed with the eviction process.
- (2) A notice to quit the premises will be served to the Tenant in accordance with Chapter 6.05.110(2) of the Tribal Housing Code.
- (3) If the Tenant does not voluntarily vacate, TTHD will begin a judicial eviction proceeding under Chapter 6.05.120 of the Tribal Housing Code.

g. Criminal Activity:

- i. Tenant, any Family Member, Guest, or other person in the Tenant's Dwelling Unit under the Tenant's control shall not engage in criminal activity, including Drug-related Criminal Activity, on or off the premises of the Dwelling Unit.
- ii. The Tenant is responsible for any criminal activity that occurs on or off premises of the Dwelling Unit.

h. Gang Related Activity:

- i. Tenant, any Family Member, Guest, or other person under the Tenant's control shall not engage in any Gang Related Activity, on or off the premises of the Dwelling Unit.
- ii. Gang Related Activity is defined as any activity that:
 - (1) is associated with:
 - (a) a criminal street gang, as defined in 18 U.S.C. § 521, or
 - (b) a gang as defined in RCW 59.18.030; and
 - (2) for the purpose of promoting the criminal street gang's or gang's activities, or
 - (3) maintaining or advancing their position in the criminal street gang or gang.

i. Acts or Threats of Violence:



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- i. Tenants, any Family Member, Guest, or other person under the Tenant’s control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or off the premises of the Dwelling Unit.
- ii. The Tenant is responsible for any acts of violence or threats of violence that occurs on or off premises the Dwelling Unit.
- j. Interfering with Other Tenants:
 - i. Tenants, any Family Member, Guest, or other person under the Tenant’s control shall not interfere with another Tenant’s peaceful enjoyment of their premises, nor create any disturbance by making or permitting noises or acts which disturb the rights or comfort of neighbors.
 - ii. The Tenant is responsible for any interference with other tenants that occurs on or off premises of the Dwelling Unit.
- k. Termination of the Rental Agreement:
 - i. Termination of the Rental Agreement shall be in accordance with the terms of the Rental Agreement and applicable law and TTHD policies.
 - ii. Except for incurable breaches of a Rental Agreement described in this Policy, the TTHD shall make a reasonable effort to work with Families in curing breaches of the Rental Agreement prior to initiating the eviction process under the Tribal Housing Code.
 - iii. Tenant shall give TTHD a Notice to Vacate form to initiate termination of the Rental Agreement in writing and deliver it to the TTHD office in person, or by mail/ email, properly addressed, to arrive at least thirty (30) days before date of termination.
- l. Incurable Breaches of Rental Agreement:
 - i. Certain breaches of the Rental Agreement are of a nature so serious and damaging to the community that they are considered incurable and TTHD is not required to offer a plan of action to the Tenant prior to termination of the Rental Agreement and eviction.
 - ii. Incurable breaches include, but are not limited to, the following:
 - (1) Felonious criminal activity, such as Drug-related Criminal Activity and crimes involving the abuse of minors or elders.
 - (2) Gang Related Activity;



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- (3) Violence, such as assault; use or threats of physical or deadly force; use, discharge, or assaultive displaying of a weapon in or around the Dwelling Unit.
 - (4) Creating or failing to prevent conditions hazardous to the health of the occupants and the Dwelling Unit, including fire risks, discharge of pollutants, or unsanitary waste.
 - (5) Subleasing of all or part of a Dwelling Unit.
 - (6) Providing fraudulent statements or documentation.
 - (7) Failure to provide required information or documentation or failure to provide TTHD access to the Dwelling Unit as required.
 - (8) If at any time both the Head of Household and other adult (if applicable) are incarcerated at the same time for a period longer than thirty (30) days.
 - (9) If at any time both the Head of Household and other adult (if applicable) at the same time have gone into a long-term inpatient treatment facility for a period of more than ninety (90) days, unless approval is granted by the Housing Manager or their designee.
 - (10) Any member of the Family is a registered sex offender or the Tenant allows a registered sex offender in the Dwelling Unit.
 - (11) Other activities that TTHD determines are serious and damaging to the Dwelling Unit or the community.
- m. TTHD's maintenance of insurance to cover the kinds of risk described above shall in no way limit its right to take reasonable action to protect the project environment, neighboring families, and Tribal property.

11. ADDITIONAL AGREEMENTS

- a. Payback Agreements
 - i. To maximize a Family's compliance, achieve the goals of the Program, and avoid evictions, Families with delinquencies or a pattern of late or inconsistent payments, must enter into a payback agreement.



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- ii. The Family must adhere to all terms and conditions of a payback agreement.
- iii. The Family will be referred to the TSSS Program, the Family will work with the Housing Manager or designee to develop such a plan of action and payback agreement for a maximum of a twelve (12) month term (see table below), but such maximum term may be extended up to a twenty four (24) month term with the approval of the TTHD Director.
- iv. The payback agreement specifies the plan of action for the Family to address the Family's delinquencies, debt, or pattern of late or inconsistent payments.
- v. Families that fail to pay or are unable to pay the required monthly payment, and Families which incur debts to TTHD for maintenance, damages or rehabilitation which are greater than one month's rent, shall be a violation of the rental agreement and will be required to enter into a payback agreement. .
- vi. Families are only allowed one (1) payback agreement within a twelve (12) month period and only if they have successfully completed the prior payback agreement with TTHD will the Family be allowed to enter into another payback agreement.
- vii. If a second payback agreement is requested a referral will be sent to the TSSS Program with the approval from the TTHD Manager or designee.

b. Payback Agreement Time Frames:

- i. When a Tenant is permitted to enter into a payback agreement, TTHD shall enter into a payback agreement according to the following time frames:

Amount Delinquent	Time Frame for Issued Payback Agreement
\$1 - \$500	Maximum of three (3) Months
\$501 - \$1,500	Maximum of six (6) Months
\$1,501 - \$2,500	Maximum of nine (9) Months
\$2,501 – and above	Maximum of twelve (12) Months

c. Alternative Agreements:

- i. TTHD may, at its discretion, negotiate a last chance agreement with a Tenant prior to a judicial eviction, which may include reinstating a payback agreement or other specific conditions and recommendations by TTHD:
 - (1) Last chance agreements shall have a term of twelve (12) months and may only be extended by approval of the TTHD Manager or designee.



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- ii. TTHD may, at its discretion, negotiate a stipulated agreement with a Tenant as part of a judicial eviction, which may include reinstating the payback agreement with certain specific conditions and recommendations by TTHD:

- (1) Stipulated agreements shall have a term of twenty-four (24) months and may only be extended by a court order or approval of the TTHD Director.

d. Breach of Alternative Agreements:

- (1) Breach of an alternative agreement will result in a notice of violation will be sent by regular mail, and post the notice to the Dwelling Unit door.
- (2) If a Tenant does not comply with the requirements in the notice of violation, the Tenant will be served with a notice to quit.
- (3) If TTHD seeks eviction, a notice to quit the premises will be served to the Tenant in accordance with Chapter 6.05.110(2) of the Tribal Housing Code.
- (4) If the Tenant does not voluntarily vacate, TTHD will begin a judicial eviction proceeding under Chapter 6.05.120 of the Tribal Housing Code.

(5) General Welfare Garnishments:

- (a.) Families who fail to pay their housing obligations and refuse or otherwise fail to enter into a payback agreement will be subject to eviction.
- (b.) As part of the judicial eviction process, members of the Tulalip Tribes may be subject to involuntary garnishment of their general welfare payments according to Tribal law and policy.
- (c.) Non-members will be subject to other garnishment remedies available by law.

12. INSPECTIONS

- a. TTHD implements the National Standards for the Physical Inspection of Real Estate (NSPIRE) standards for inspections.



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- i. NSPIRE standards for inspections will be used for any Tenant, transfer Tenant, and any temporary transfer of a Dwelling Unit.
 - ii. In the event that an inspection fails due to a TTHD deficiency, the Tenant will receive a written notice. Such deficiency shall be recorded in the Tenant's account for documentation purposes only and shall not constitute a lease violation nor adversely affect the Tenant.
 - iii. Tenants are required to provide TTHD access for inspections and failure to do so is curable violation of the Rental Agreement.
 - iv. TTHD staff will conduct an inspection of the Dwelling Unit once during the first six (6) months of occupancy.
 - v. After the initial six (6) months of occupancy and the Tenant has passed the inspection, the TTHD staff can then elect that Housing inspections be done quarterly or annually, but in no event less than once each year.
 - vi. If, at any time, the Dwelling Unit appears to need more TTHD staff attention, TTHD may elect to conduct more frequent periodic inspections, including weekly if needed.
- b. Initial Inspections:
- i. An initial inspection of the Dwelling Unit is required before a Family may move-in and Families shall not be permitted to occupy a Dwelling Unit before construction is complete.
 - ii. In Dwelling Units that have been or are being rehabilitated, the Family shall not be permitted to occupy the Dwelling Unit until the Dwelling Unit is repaired, cleaned, inspected, and the Dwelling Unit is ready for occupancy.
- c. Emergency Inspections:
- i. Emergency inspections will be conducted when the TTHD receives information that affects the health, safety or welfare of the Dwelling Unit or housing development that requires immediate action.
 - ii. No advance notification to a Tenant of an emergency inspection is necessary.
- d. Vacate or Move-Out Inspection:
- i. A move-out inspection of a Dwelling Unit being vacated is required.



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- ii. At the time of move-out, TTHD staff will verify that all utilities have been taken out of the Tenant's name.
- iii. The Tenant's deposit, minus any applicable deductions, will be released no sooner than thirty (30) days and no later than sixty (60) days from the date of move out but only after all work order damage estimates and rent adjustments have been verified.

e. Recording Inspections:

- i. TTHD will document inspections using various recording equipment appropriate for the inspection.
- ii. These documentations may become part of the Tenant file, used in determining damage assessments, in court proceedings, or other lawful and needed purposes by TTHD.
- iii. All recordings will be kept confidential and will only be used by TTHD staff for the above-stated purposes.
- iv. Failed Inspections:
If a Tenant fails an inspection of the Dwelling Unit, a TTHD staff will conduct a second inspection of the Dwelling Unit.
- v. At the sole discretion of the TTHD Housing Manager or designee, TTHD may refer a Tenant to the TSSS Program for immediate services after the first failed inspection.
- vi. If a Tenant fails a second inspection, a TTHD representative will conduct a third inspection of the Dwelling Unit.
- vii. If a Tenant fails a third inspection, TTHD will send a notice of violation to the Tenant.

f. Eviction for Failed Inspections:

- i. If the Tenant does not remedy the violations revealed during a failed inspection or does not comply with the TSSS Program requirements TTHD may, at its sole discretion, move forward with evicting the Tenant.
- ii. A notice to quit the premises will be served to the Tenant in accordance with Chapter 6.05.110(2) of the Tribal Housing Code.
- iii. If the Tenant does not voluntarily vacate, TTHD will begin a judicial eviction proceeding under Chapter 6.05.120 of the Tribal Housing Code.



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g. Mandatory Reporter:

i. TTHD staff are mandatory reporters for child abuse.

(1) If TTHD staff reasonably suspect that a child has been abused, neglected, or abandoned shall immediately report the matter to the Child Protection Services hotline, 1-866-ENDHARM (1-866-363-4276) for investigation.

ii. TTHD staff are mandatory reporters for elder or vulnerable adult abuse.

(1) If TTHD staff reasonably suspect that an elder or vulnerable adult has been abused, neglected and/or exploited as well by calling 1-877-734-6277 or reporting online through DSHS.

13. MAINTENANCE

a. TTHD's objective is to provide decent, safe, and sanitary housing therefore the following conditions require maintenance:

- i. To keep the Dwelling Unit, equipment and grounds from deteriorating and/or failing before the end of their useful life.
- ii. To remove detected conditions that may lead to injury or accident to Tenants and others.
- iii. To identify potential problems and provide maintenance to prevent the need for future emergency maintenance or major structural or system failures in and around the Dwelling Unit, commonly known as "preventive" maintenance.
- iv. To perform major repairs or improvements to the Dwelling Unit or equipment, or the replacement of the item, commonly known as non-routine maintenance.

b. Tenant Responsibilities:

- i. Tenants are responsible for notifying TTHD immediately upon the discovery of any defect or damage that may result in further damage if not repaired.
- ii. Tenants are not permitted to self-perform repairs to their Dwelling Unit.
- iii. Tenants are responsible for any cost related to the damage of the Dwelling Unit.



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c. Damages and Normal Wear and Tear:

- i. In accordance with Tulalip Tribal law, Tenants are not charged for normal wear and tear to the Dwelling Unit.
- ii. Tenants are responsible and will be charged for damages and repairs resulting from the following:
 - (1) Willful, careless, or negligent actions by the Tenant, or by a Family Member, Guest, or visitor of the tenant.
 - (2) Tenant's failure to properly use, clean or otherwise care for any household items or appliances provided by the TTHD.
 - (3) Additional damage or costs resulting from the failure of the Tenant to immediately report any item requiring repair or correction.
 - (4) Damages caused by the installation, use or moving of any of the Tenant's personal property, such as furniture or equipment.

d. Maintenance Work Order System:

- i. All maintenance work shall be completed using an approved work order and purchase order system;
- ii. Maintenance work will not be done without an authorizing work order, including routine maintenance and non-routine maintenance
- iii. Work shall be completed pursuant to applicable Tribal and federal guidelines.

e. Emergency Work Orders:

- i. In the event of any emergency that presents a hazard to persons or property, the TTHD will enter unit to assess the emergency or contact a contractor to remedy the situation.

f. Work Order Charges

- i. Work order charges for which a Tenant is responsible will be based on current market value of cost of materials and a \$35.00 per hour labor charge.
 - (1) Tenants are charged if special maintenance services are requested such as responding to lock-out calls and providing extra keys, including the cost to replace multiple tenants' keys if keys to



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common, shared areas (such as a laundry facility) are lost and must be replaced.

- (2) When it is necessary for TTHD staff to respond for a work order on weekends, holidays, and after normal working hours, overtime rates will apply and the Tenant will be responsible for those rates.
- ii. For damaged fixtures or equipment, the charge, excluding labor, will be the cost of repair, the cost of replacement, or the depreciated value.
 - (1) The depreciated value shall be used only for those items that would normally be depreciated, such as appliances, drapes or carpeting.
 - (2) Housing shall utilize recognized industry depreciation standards in determining its depreciation schedule.
- iii. Once a work order has been completed by maintenance, TTHD staff will close out the work order, send a notice of completion and identify if there are any work order charges.
 - (1) If there are any work order charges the Tenant will be given 30 days to pay the debt in full or enter into a payback agreement.
- g. Boarding of Unit:
 - i. If for any reason the Tenant requests the boarding of a Dwelling Unit, or TTHD has knowledge that boarding is needed due to any leave of absence by the Tenant or for any reason, TTHD shall charge a fee each time TTHD is required to board or un-board the Dwelling Unit.
 - (1) The charge shall be for the TTHD staff time and cost of materials while the Dwelling Unit is boarded.
 - ii. TTHD will board any Dwelling Unit immediately without prior notice, under the following conditions:
 - (1) Tenant is the only authorized occupant and is incarcerated.
 - (2) As required by a Court Order.
 - (3) Tenant is attending treatment and has not made arrangements with TTHD to remain in the Dwelling Unit.
 - (4) Any other condition as the Rental Agreement, laws, or TTHD policies allow.



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- iii. Prior to boarding a Dwelling Unit, TTHD reserves the right to contact the Tulalip Tribal Police to assist with clearing the Dwelling Unit.

h. Hazardous Conditions:

- i. If the condition of the Dwelling Unit creates a hazard to the life, health or safety of the occupants, the Tenant shall immediately report the condition to TTHD.
- ii. TTHD shall have the work done as soon as possible.
- iii. If the Tenant is responsible for the hazardous condition, then the Tenant shall pay the cost in accordance with the terms of the Rental Agreement.

i. Life, Health and Safety:

- i. Hazards to life, health, or safety of the Tenants of a Dwelling Unit are defined as conditions adversely affecting the useful life of the Dwelling Unit or that are necessary for a Tenant to have a safe, healthy, and stable living environment.
- ii. If a life, health, or safety condition occurs it is the Tenant's responsibility to immediately inform TTHD.
- iii. Life, health, and safety conditions include, but are not limited to, problems impacting the following:
 - (1) heating system, plumbing system, electrical system, structural integrity, pest control, contamination, and excessive garbage.
 - (2) Home Security: Exterior doors, doorknobs, locks, windows, and smoke detectors.
 - (3) Household Appliances: kitchen stove, refrigerator, water heater, and oven.

j. Storage of Boats, Campers, Trailers, Refuse, Inoperable Vehicles, etc.:

- i. Tenants are prohibited from storing any house trailer, truck camper, motor home, mobile home, or commercial, industrial or business vehicle, boat, commercial fishing equipment/supplies, crab pots, inoperable vehicles, trailers, indoor furniture, firework stands, or any other structure on the premises.



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- (1) Exceptions for storage sheds are allowed at TTHD's sole discretion and shall receive prior written approval from TTHD before being placed on the premises.
- ii. TTHD will enforce "yard tags" procedures for all unauthorized vehicles, equipment, and personal property found on the premises and such items will be subject to towing and removal, at the sole cost and liability to the Tenant.
- iii. TTHD will follow the procedures for such towing and impoundment as set out in Chapter 46.55 of the Revised Code of Washington, as amended.
 - (1) The procedure shall include the use of State-registered towing providers as well as the notice, timing, impounding, and redemption requirements set out therein.
- k. Yard Care:
 - i. For Dwelling Units with attached yards, Tenants shall be responsible for keeping their yards neat and tidy and not allowing trash, pet waste, ashes, or other refuse, underbrush, or other unsightly objects to accumulate on the premises.
 - ii. Trash or other waste shall be kept in proper sanitary disposal containers at all times.
- l. Yard Tags:
 - i. Yard tags will be issued during unit exterior inspections based on the required upkeep listed in this Policy and/or other requirements listed in the Rental Agreement.
 - ii. First Notice: Rental Agreement
 - (1) Hazardous conditions must be corrected within twenty-four (24) hours and the Tenant must immediately report the corrections to TTHD.
 - (2) All other issues identified at time of inspection must be corrected within seventy-two (72) hours unless otherwise approved in writing by Housing Manager or designee.
 - iii. Second Notice:
 - (1) If an item on the first notice was not completed, TTHD will issue a second notice and TTHD will refer the Tenant to the TSSS Program.
 - iv. Notice to Quit:



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- (1) If the Tenant does not comply with the second notice of violation or does not comply with the requirements of the TSSS Program TTHD will move forward with evicting the Tenant.
- (2) A notice to quit the premises will be served to the Tenant in accordance with Chapter 6.05.110(2) of the Tribal Housing Code.
- (3) If the Tenant does not voluntarily vacate, TTHD will begin a judicial eviction proceeding under Chapter 6.05.120 of the Tribal Housing Code.

m. Accessibility Modifications:

- i. When TTHD receives written verification that there is a need for modifications to a Dwelling Unit due to the needs of a disabled member of the Household, TTHD shall determine if there is another Dwelling Unit available with the appropriate features to which the Family can be transferred to.
- ii. If no such Dwelling Unit is available, and the modifications meet the definition of “reasonable accommodations” under applicable law, TTHD will perform the necessary modifications to the current Dwelling Unit at no cost to the family or will otherwise make such reasonable accommodations as are necessary.

14. PERSONAL POOL

- a. This section will be utilized for the installation, use, and maintenance of any personal or portable pool (including inflatable, above-ground, or temporary pools) on the premises.
- b. Approval requirement
 - i. Tenants must obtain written consent from TTHD before installing or using any personal pool on the premises.
- c. Addendum to lease
 - i. Tenant will be required to sign and acknowledges to comply with the requirements of TTHD Policy.
- d. Pool type restrictions
 - i. Permanent or in-ground pools are strictly prohibited.
- e. Safety requirements



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- i. Tenant agrees to comply with all applicable local safety regulations.
- f. Maintenance & Sanitation
 - i. Tenant is responsible for proper maintenance, including water cleanliness, prevention of mosquito breeding, and regular draining as needed.
- g. Property Protection
 - i. Pools may not be placed directly on lawns without protective ground covering. Tenant is responsible for any damage to landscaping, decking, or structures.
- h. Drainage Rules
 - i. Pool water must be drained in a manner that does not damage the property or neighboring areas. Draining into septic systems or storm drains is prohibited unless permitted by local regulations.
- i. Remove Requirements
 - i. Pool must be removed at the end of the season or upon termination of the lease, whichever comes first.
- j. Violation & Enforcement
 - i. Failure to comply with this policy constitutes as a violation of the Rental Agreement and may result in removal of the pool at the tenant's expense, or termination of tenancy.

15. FENCING:

- a. TTHD will not be responsible for any costs associated with installation, removal, or maintenance of a fence.
- b. Prior Written Approval Required:
 - i. Prior to the installation of any fence on or around a Dwelling Unit, the Tenant must obtain written permission from TTHD Manager or designee.
 - ii. A field sketch must be submitted to TTHD prior to fence approval for installation.
 - (1) Upon a Tenant's request, TTHD will provide a survey of the lot on which the Dwelling Unit is located, at the Tenant's cost, to ensure the fence is located within the perimeter of that surveyed lot.



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- (2) This sketch should indicate the height, type, and location of the fence within the surveyed lot.
 - (3) Fences must not extend past the boundaries of the surveyed lot or interfere with TTHD or utility services.
 - (4) To maintain access for maintenance, a minimum ten (10)-foot wide drive-through gate must also be installed.
- c. Installation:
- i. Professional Licensed Contractor:
 - (1) For all fencing installed by a licensed contractor, the licensed contractor is required to follow all Tulalip TERO requirements and policies,
 - (2) Prior to fence installation, the Tenant must provide TTHD with a copy of the TERO compliance plan from their contractor.
 - ii. The Tenant will be responsible for the costs of installing a fence, including any payment in full to any contractors involved in installing the fencing.
 - iii. Any permits needed will be the sole responsibility of the Tenant.
- d. Maintenance:
- i. Tenants are required to keep any fence on or around a Dwelling Unit in a safe and operable condition at all times.
 - ii. Any damage to the fence, whether it is caused by the Tenant or not, will be the Tenant's sole responsibility to repair or replace without delay and at Tenant's cost.
 - iii. It is the Tenant's responsibility to keep grass, bushes, shrubs, and trees trimmed and tidy and no bushes, shrubs, trees, or other plants shall be permitted to overhang the perimeter of the fence within eight (8) feet of the top rail.
 - iv. Grass surrounding the fenced area must be kept trimmed and maintained to prevent growth through the fence.



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v. If TTHD is required to take any action to repair or maintain a Tenant's fence due to inaction by the Tenant, the full cost of such action by TTHD shall be charged to Tenant.

e. Outside Dogs:

i. Fences will be required of any Tenants who wish to maintain their animals outside of their Dwelling Unit.

(1) Exception to this will be a chain link kennel which will be allowed on a case-by-case basis and at the sole discretion of TTHD.

f. Vacating Dwelling Unit:

i. Upon termination, either voluntary or otherwise, of the Rental Agreement, the Tenant is fully responsible for the removal of the fence and any associated costs, if directed by TTHD to remove the fence.

ii. The Tenant is responsible for the restoration of any disturbed ground area to its original condition prior to the fence being installed.

iii. At TTHD's option and sole discretion, the fence may be allowed to remain on the property with written authorization from TTHD.

16. HOUSEHOLD ANIMALS

a. All animals require prior written approval from TTHD before being in a Dwelling Unit.

i. A Service Animal can be a dog that has been specifically and individually trained to do work or perform tasks for the benefit of an individual with a disability; a service animal is not a pet or emotional support animal.

(1) Service Animals must meet the definition above.

(2) Service Animals must meet the following:

(a) Housebroken,

(b) Must not pose a direct threat,

(c) Cannot be accommodated in a specific unit.



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- ii. An emotional support animal is a pet that is used to provide emotional support but does not meet the definition of Service Animal above.
 - iii. A pet is not an emotional support animal or Service Animal.
 - iv. No animal may be kept in violation of Federal human or health laws or any relevant codes of the Tulalip Tribes (See TTC Chapter 3.65 Animal Control).
- b. Fee:
 - i. A non-refundable pet fee of \$300.00 is required for any pet.
 - (1) Such fees do not apply to service animals.
 - ii. Failure to pay a pet fee will be a direct violation of the Rental Agreement and this Policy and may result in the termination of the Rental Agreement.
- c. Eligible Pet:
 - i. Only a Common Household Pet is permitted unless TTHD provides prior written approval of another type of animal.
 - ii. Tenants are permitted a maximum of two (2) pets.
 - (1) Exception. The number of birds or fish per household may exceed two (2), if:
 - (i) The birds and fish are able to be kept healthy and safe, provided there is a maximum of two (2) bird cages or a maximum of one (1) twenty (20) gallon aquarium.
- d. Ineligible Animals:
 - i. Pitbull or rottweiler in accordance to Tulalip Tribal Code Chapter 3.65 Animal Control.
- e. Standards for Animals:
 - i. The following standards regarding animals must be maintained by Tenants, at all times.
 - ii. Failure to maintain these standards will be considered a violation of the Rental Agreement.
- f. Registration of Animals:



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- i. Any Tenant who has an animal is required to register with TTHD.
- g. Animal Requirements:
 - i. If an animal gives birth in a Dwelling Unit, the Tenant, whether the Tenant is the animal owner, will have ninety (90) days to remove all animals from the premises that exceed the maximum number allowed.
 - ii. All animals must be house trained, if kept indoors.
 - iii. While an animal is outdoors, they must be under the care and control of the Tenant or another responsible person, and if applicable the animal must be leashed or properly secured.
 - (1) The person responsible for an animal while on a leash must be prepared to and must immediately remove any waste created by the animal.
 - (2) Animals are not permitted to be tethered outside at any time.
- h. Temporary Animals:
 - i. Tenants may not provide temporary care or shelter to an animal that is not owned by the Tenant.
- i. Animal Waste Removal and Cleanliness:
 - i. Tenant shall keep their Dwelling Unit clean and free of animal odors, insect infestations, animal feces, urine, and litter.
 - ii. All animal feces are to be picked up and disposed of in a legal and sanitary manner.
 - iii. Animal waste outdoors must be picked up at all times.
- j. Noise from Animals:
 - i. Tenants must control the noise of their animals so that they do not disturb the peaceful enjoyment of other residents or otherwise constitute a nuisance to other residents of the neighborhood.
 - ii. This includes, but is not limited to, preventing loud or continuous barking, howling, whining, biting, scratching, meowing, chirping, or other similar disturbances.



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k. Animal Care:

- i. Tenants are obligated by this Policy to treat animals under their care in a humane, safe, and sanitary manner consistent with this Policy and Tribal Codes.

(1) Animals may not be left unattended for more than twenty-four (24) hours.

(2) TTHD may report to Tulalip Tribal Police Department, Humane Society/Animal Control any animal left unattended in violation of this Policy.

(3) Any Tenant who mistreats an animal, fails to adequately feed, exercise, groom and provide needed medical attention for a sick or injured animal, or confines or otherwise restrains an animal in a way that is detrimental to the animal's well-being, violates the terms of this Policy and is subject to termination of the Rental Agreement.

l. No Alterations to the Dwelling Unit for Animals:

- i. Tenants are not permitted to alter their Dwelling Units, premises, or common areas to create an enclosure for any animal.

ii. Installation of doors or other access penetrations for an animal is prohibited.

m. Access to Animal Occupied Dwelling Units:

- i. Tenants are required to notify TTHD staff and vendors prior to their entry into the Tenants' Dwelling Unit for inspections or other visits, of the presence of an animal in that Dwelling Unit.

ii. Tenants must also properly restrain an animal during the presence of TTHD personnel and vendors.

(1) Tenants requesting maintenance service must state in their work order request that a animal is present and the description of the animal that resides in the Dwelling Unit.

(2) TTHD staff and vendors entering or leaving the Tenant's Dwelling Unit or premises are not responsible for securing or restraining the animal to keep it from leaving the Dwelling Unit.

a. Containment of an animal is always the responsibility of the Tenant.



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(3) Failure to contain an animal that prevents an inspection or other service scheduled by TTHD is a breach of the Rental Agreement and Tenant will be given a violation notice.

n. Nuisance or Threat to Health or Safety:

- i. Nothing in this Policy shall prohibit TTHD from requiring the removal of any animal from a Dwelling Unit if the animal's conduct or condition is determined to constitute a nuisance or threat to the health or safety of other Tenants.
- ii. If TTHD determines it is necessary to take action to have an animal placed in the care of another individual or agency, Tenant shall be responsible for all costs and liability related to such actions.
- iii. If TTHD determines that an animal may pose a threat to other Tenants, to TTHD staff, or to the community, TTHD will contact Tulalip Tribal Police Department promptly to evaluate the situation.

o. Non-Compliance:

- i. Failure to comply with the rules and terms of this Household Animals Section of this Policy constitutes material non-compliance with the Rental Agreement.
- ii. Failure to remove an animal determined by TTHD to be a nuisance or a threat to health and safety constitutes grounds for eviction.

p. First Notice of Violation:

- i. For any failure to comply with the rules and terms of the Household Animals section of this Policy, TTHD will send a notice of violation to the Tenant.
- ii. The Tenant shall have ten (10) business days from the date of receipt of the notice of violation to remedy the violations.

q. Second Violation Notice:

- i. If the Tenant does not respond to the first notice of violation or continues to fail to comply with this Household Animals section of this Policy, TTHD will send a second notice of violation to the Tenant and will refer the Tenant to the TSSS Program.

r. Notice to Quit:



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- i. If the Tenant does not respond to the second notice of violation, continues to fail to comply with the Household Animals section of this Policy, or fails to comply with or successfully complete the requirements of the TSSS Program, TTHD will terminate the Tenant's Rental Agreement and serve Tenant with a notice to quit.

17. SPECIAL REQUIREMENTS APPLICABLE TO LOW INCOME HOUSING TAX CREDIT PROJECTS

- a. These special requirements are only applicable to Low Income Housing Tax Credit (LIHTC) projects and are in addition to the other sections of this Policy.
- b. Initial Occupancy and Certification of Income:
 - i. All Families occupying low-income residential units must have Annual Incomes (calculated in accordance with the HUD Handbook 4350.3, Chapter 5, the Housing Opportunity Through Modernization Act of 2016 (HOTMA) and the Washington State Housing Finance Commission (WSHFC).
 - ii. All assertions of income, exclusions and allowances for low-income Tenants shall be certified to be correct on the "Tenant Income Certification Form," by the Tenant on the occasion of the initial lease term and annually thereafter.
 - iii. Supporting documentation that will be maintained in the Tenant file shall evidence assertions of income, exclusions and allowances.
 - iv. Prospective Tenants shall be informed by the Housing Manager or designee that income certification and supporting documentation may be reviewed by the Washington State Housing Finance Commission to ensure compliance.
 - v. The Housing Manager or designee shall verify that the Tenant's assertions of income and exclusions are correct and shall note this verification on the "Tenant Income Certification Form".
 - vi. All applications shall be evaluated to determine if acceptance of the Tenant will comply with the regulatory requirements of the project, before the Lease agreement is executed so that the development will comply with this requirement.
 - vii. All Lease agreements shall be for greater to or equal to six months in duration, except for transition housing for the homeless, as described in Section 42 of the Internal Revenue Code.



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- viii. All Over and Low- Income Tenants shall have Tenant files that contain a signed copy of Lease agreements.
 - ix. The Housing Manager or designee shall maintain a waiting list for all Families for which a unit is not available.
 - x. The Housing Manager shall comply with applicable equal opportunity laws in notifying Prospective Tenants of vacancies.
 - xi. The Housing Manager or designee shall ensure that rents charged to low-income tenants do not exceed the maximum allowed under Section 42 of the Internal Revenue Code and shall ensure that the maximum rent be determined using the Housing Income Limits by Census Area report issued by the Washington State Housing Finance Commission each year.
 - xii. The Housing Manager or designee shall ensure that rents charged to Low-Income Tenants are no less than the Minimum Rents as determined by the TTHD and shall ensure that the current Minimum (and Maximum) Rents are posted in the TTHD office.
- c. Definitions for LIHTC Program:
- i. Annual Income. The anticipated total income from all sources received by the Family, even if temporarily absent, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income as described in paragraph C of 24 CFR 813.
 - (1) In accordance with the HUD Handbook 4350.3, Chapter 5, the Housing Opportunity Through Modernization Act of 2016 (HOTMA) and the Washington State Housing Finance Commission (WSHFC).
 - ii. Low Income Family. A Low-Income Family, for the purposes of the LIHTC Program, is defined as Families whose gross income does not exceed 60% of the Adjusted Gross Median Income (AGMI) limits established by HUD for the County where the family resides.
 - (1) The LIHTC income limits are updated by HUD on an annual basis and are different from the NAHASDA income limits.
 - (2) There are no exceptions to the established income and rent limits for the LIHTC program.
 - (3) Any Guardians living in the Dwelling Unit shall also have to income-qualify and meet all other LIHTC program requirements.



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d. Changes in Tenant Eligibility Status:

- i. If the income of a Tenant increases so that the Tenant no longer qualifies for the LIHTC Program, the Housing Manager or designee shall designate the next available unit of comparable or smaller size for other low-income housing that TTHD has.

18. Eviction Policy

a. Termination of Rental Agreement by Tenant:

- i. The Tenant must notify the TTHD in writing of his or her intention to vacate the premises and give at least a 30-day advance notice.

b. Termination of Rental Agreement by TTHD:

- i. The TTHD may not terminate or refuse to renew a Rental Agreement unless good cause exists.
- ii. Good cause shall include but not be limited to the Tenant's:
 - (1) serious or repeated violation of the terms and conditions of the Rental Agreement,
 - (2) violation of applicable Federal, State, or local law,
 - (3) failure to permanently occupy the Dwelling Unit,
 - (4) income increasing above the maximum level allowed by the LIHTC Program,
 - (5) failure to pay rent when due,
 - (6) failure to provide truthful and accurate information or proof of income at initial occupancy or at each annual recertification of income, or
 - (7) eligibility to participate in the Program changes.
- iii. Notwithstanding anything in the foregoing to the contrary, if Tenant or someone in Tenant's control inflicts substantial damage to the Dwelling Unit by deliberately or negligently destroying, defacing, damaging, impairing, or removing part of the premises, the TTHD may deliver a written notice to quit to Tenant specifying the act constituting the breach and specifying that the Rental Agreement will terminate upon a date not less than 10 days after service of the notice.



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- (1) For purposes of this paragraph, damage to the premises is “substantial” if the loss, destruction, or defacement of the property attributable to the deliberate infliction of damage to the Dwelling Unit exceeds \$400.
- iv. Notwithstanding anything in the foregoing to the contrary, the TTHD may terminate the Lease Agreement upon 10 days written notice, when any action or conduct by Tenant or someone under Tenant’s control, adversely affects the health or safety of any tenant, interferes with the right of any tenant to the quiet enjoyment of the premises, creates physical hazards, or if Tenant sells drugs, or engages in any other illicit activity in or about the premises.
- c. The notice to the Tenant under this Section shall:
- i. State the nature of the breach or violation of the Rental Agreement or other reason for termination of the Rental Agreement;
 - ii. In circumstances in which the breach or violation described in (a) may be corrected by Tenant to avoid the termination of the tenancy, state the nature of the remedial action to be taken and the date and time by which the corrective actions must be completed in order to avoid termination of the Rental Agreement;
 - iii. State the date and time when the Rental Agreement will terminate;
 - iv. Direct the Tenant to quit the premises no later than the date and time of the termination of the Rental Agreement; and
 - v. Give notice to Tenant that, if the Rental Agreement terminates and the Tenant continues to occupy the Dwelling Unit, the TTHD may commence a civil action to remove the Tenant and recover possession.

19. TSSS PROGRAM

- a. TTHD may refer Tenants to the TSSS Program in accordance with this Policy.
 - i. If Tenant is referred they shall adhere to the TSSS Program Policy.
- b. Multi-disciplinary Team Meeting:



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- i. A Multi-disciplinary Team (MDT) meeting will be conducted when high levels of non-compliance occurs.

(1) The following instances are considered high levels of non-compliance:

- a. Selling drugs;
- b. High-level criminal activity; or
- c. Reports of potential elder abuse.
- d. Reports of potential child abuse

- ii. The TTHD Manager, to determine if an MDT Meeting and referral to the TSSS Program is appropriate, will also review any other type of non-compliance, including but not limited to the following:

- (1) Inspection;
- (2) Non-payment;
- (3) Recertification; or
- (4) Or any other level of non-compliance.

20. GRIEVANCE POLICIES AND PROCEDURES

- a. For all complaints arising from the administration of this Program, the following procedure must be followed:
 - i. Each complaint must be made in writing, signed by the Head of Household, filed with the TTHD, and must include the following:
 - (1) The reason for the grievance and supporting documentation; and
 - (2) The action of relief sought.



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- ii. A complaint must be filed with the TTHD no later than 10 business days from the date of the action or omission upon which the complaint is based.
- iii. Upon receipt of a complaint, the TTHD will promptly stamp the date and time of receipt to immediately acknowledge its receipt.
- iv. Within 10 business days, TTHD Manager or Designee will meet with the complainant to review the complaint.
 - (1) It is the responsibility of the complainant to bring all necessary documentation to this meeting.
 - (2) All relevant documents, procedures, policies, codes and regulations will be reviewed after this meeting.
 - (3) Within 20 business days TTHD will make a determination and a letter will be mailed out to the complainant giving the decision.
 - (4) The decision of TTHD will be the final administrative action on the complaint.
- b. If this procedure is not followed, then TTHD will not take any action on the grievance.

21. DEFINITIONS

- a. The following definitions apply to all sections of this Policy unless certain sections have definitions specific to that section.
- b. Anniversary Date of Rental Agreement; day of the year on which the Rental Agreement was initially executed.
- c. Annual Income; Annual Income has one of the following meanings, as determined by the TTHD to be the most advantageous to the Applicant or Tenant family:
 - i. Annual Income; as defined for HUD's Section 8 programs in 24 CFR part 5, subpart F.
- d. Applicant; a family applying for any TTHD rental program seeking a Dwelling Unit, with the primary Applicant being the person who will be considered the Head of Household for this program and the person who is actually looked to, and held accountable for, the Family's needs.



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- e. Child; A member of the family, other than the Head of Household or spouse, who is under eighteen (18) years of age.
- f. Common Household Pet; is defined as a cat, dog, hamster, bird, turtle, rabbit, guinea pig, snakes, lizards, and fish.
- g. Controlled Substance; Has the same meaning as defined in Title 21 Section 802 of the United States Code.
- h. Curable Violations; Any non-hazardous violation to Rental Agreement and/or Policy, the Tenant will be given a reasonable defined period to correct deficiencies. If not corrected they become incurable violations.
- i. Dependent:
 - i. Note: Do not use this definition when calculating rents or payments. See definition of “Adjusted Income”
 - ii. A member of the Family household (excluding foster children), other than the Head of Family or Spouse, who is under 18 years of age or is a Disabled or Handicapped Person or is a Full-Time Student.
- j. Disabled Family; a family whose Head of Household or Spouse is disabled or handicapped, as defined by applicable federal or Tribal law.
- k. Drug-related Criminal Activity; the illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell, distribute or use, of a controlled substance (as such term is defined in Section 102 of the Controlled Substances Act) and as set forth in the provisions of the laws and regulations of the Tulalip Tribes.
- l. Dwelling Unit; a unit of housing (apartment, house, duplex, etc.) owned or managed as a residential rental property by TTHD pursuant to this Policy:
 - i. This term includes the real property on which such Dwelling Unit is located, including any yard, driveways, patio, etc.
- m. Elderly Family; a family whose head (or his or her spouse), or whose sole member, is an Elderly Person:
 - i. Such terms include two or more elderly persons, or persons living together determined to be essential to their care or well-being.



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- n. Elderly Person; a person who is at least fifty-seven (57) years of age.
- o. Essential Families; a family who does not include a member of a Federally Recognized Tribe, and meets the requirements in NAHASDA Statutes Section 201(b)(3).
- p. Family; a family with or without children, an Elderly Family, a Disabled Family, a Single Person, as determined by the Tribes.
- q. Family Member; means someone in the Immediate Family or Household who is residing in the Dwelling Unit.
- r. Guest; a person who is invited to visit a Dwelling Unit that is in a TTHD Rental Program
- s. Head of Household; adult member of the Family who is considered the primary Applicant or Tenant who is responsible and held accountable for the Family's needs.
- t. High-level criminal activity; Defined as activity that includes a serious offense that causes significant harm or threat to individuals or society; carries severe penalties; and is organized or violent.
- u. HUD; the U.S. Department of Housing and Urban Development.
- v. Immediate Family; means, a spouse, parent, brother or sister, child, or other legally dependent person.
- w. Income Limits; HUD established Low and Very Low-Income Limits that are used to determine if assisted housing program Applicants qualify for admission and occupancy to the programs and are based on HUD estimates for area median family income.
- x. Indian Area. The area within which an Indian Tribe operates affordable housing programs. For the purposes of this Policy, whenever the term 'jurisdiction' is used in NAHASDA it shall mean 'Indian Area' except where specific reference is made to the jurisdiction of a court.
- y. Indian Tribe; means a Federally Recognized Tribe.
 - i. Federally Recognized Tribe; any Indian Tribe, band nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians pursuant to the Indian Self-Determination and Education Assistance Act of 1975.



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- z. Live-In-Aide; a person who resides with an Elderly, Disabled or Handicapped Person (or Persons) and who:
 - i. is determined by the Tribes to be essential to the care and well-being of the person;
 - ii. is not obligated for support of the person; and
 - iii. would not be living in the Dwelling Unit except to provide necessary supportive services.
- aa. Low-Income Family; a Family whose Annual Income does not exceed eighty percent (80%) of the median income for the area as determined by HUD, with adjustments for smaller and larger families.
- bb. Median Income; with respect to an area that is an Indian area, the greater of:
 - i. The median income for the counties, previous counties, or their equivalent in which the Indian area is located; or
 - ii. The median income for the United States.
- cc. Medical Expenses: (see definition of “Adjusted Income”):
 - i. Those out-of-pocket medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance.
- dd. Monthly Adjusted Income: One-twelfth (1/12) of the Adjusted Income.
- ee. Monthly Income; one-twelfth (1/12) of the Annual Income.
- ff. NAHASDA; the Native American Housing Assistance and Self-Determination Act of 1966 (25 U.S.C. 4101 et seq.):
 - i. The term NAHASDA will also include the implementing regulations at 24 CFR part 1000.
- gg. Near Elderly Person; a person who is at least 50 years of age and less than 57 years of age.
- hh. 1937 Act; the United States Housing Act of 1937 (42 U.S.C. 1437 et seq.).
- ii. Non-Elderly Family; a family whose Head of Family and/or spouse is less than 57 years of age and neither Handicapped nor Disabled.



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jj. Office of Native American Programs (ONAP); the office of HUD that has been delegated authority to administer programs under 24 CFR part 1000.

kk. Occupancy Standards; standards established by the Tribes governing the allowable size of Family occupying a particular size of Dwelling Unit.

ll. Over housed Unit; a residential housing unit, including a Dwelling Unit, occupied by more than the number of persons permitted by the Tribes' Occupancy Standards.

mm. Permanent Family Member; a committed relationship established by evidence that two (2) or more persons have shared residency, income, and resources for a period of not less than one (1) year.

nn. Person with disabilities- The term 'person with disabilities' means a person who

i. has a disability as defined in section 223 of the Social Security Act;

ii. is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment which

(1) is expected to be of long continued and indefinite duration.

(2) substantially impedes his or her ability to live independently; and

(3) of such a nature that such ability could be improved by more suitable housing conditions; or

iii. has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act. Such term shall not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted under this Act, solely on the basis of any drug or alcohol dependence.

oo. Policy; this Tulalip Tribal Housing Admissions and Occupancy Policy.

pp. Preference; a means of ensuring that housing assistance is directed to those with certain housing needs by providing housing or assistance to Applicants in certain categories prior to others on the Waitlist who applied earlier.

qq. Program; the Tulalip Tribal Housing Rental Programs governed by this Policy.



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rr. Public Assistance; government programs providing financial aid or in-kind benefits, such as cash, food, or medical care, to individuals and families who meet specific eligibility criteria, often based on need. This does not include Tulalip Tribes General Welfare per Tulalip Tribal Code Chapter 16.01.

ss. Recipient; an Indian Tribe or the entity for one or more Indian Tribes that is authorized to receive grant amounts under NAHASDA on behalf of the Tribe or Tribes.

tt. Rental Agreement; a legally binding contract between TTHD and Tenant for a Dwelling Unit, detailing terms like rent, utility responsibilities, household members, and occupancy rules

uu. Secretary; the Secretary of the Department of Housing and Urban Development.

vv. Service Animals; is a dog that has been specifically and individually trained to do work or perform tasks for the benefit of an individual with a disability. A service animal is not a pet or emotional support animal.

ww. Service Area; the service area is defined by the current Indian Housing Plan.

xx. Single Person; a person living alone, or intending to live alone, who does not qualify as an Elderly Family, a Displaced Person, or as the remaining member of a tenant Family.

yy. Single Pregnant Person; a single person with no children, who is pregnant as verified by a licensed physician, is considered a two-person family instead of a single person for purposes of Waitlist priority and in determining number of bedrooms. However, until the child is born, no deduction is given for a dependent.

zz. Spouse; a member of the Family household who is not a Dependent but who is either the husband or wife or Domestic Partner of the Head of Household or has established a permanent Family relationship with the Head of Household.

aaa. Student; a person who is enrolled in a certified educational institution, such as a vocational school with a certificate or diploma program or an institution offering a college degree, and is considered a full-time student under the standards and practices of the institution attended.

bbb. Tenant; a Family that is renting a Dwelling Unit from TTHD. The term includes all adult members of the household.



Document Owner Department: Housing Approvers: Policy Compliance, Publisher-Group-Approve	Document Owner: Malia Sterling Published / Effective Date: 09/14/2026 BOD Adopted Date: 08/07/2026
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ccc. Tenant Rent; monthly amount a Tenant must pay to the Tribes for occupancy of the Dwelling Unit. Tenant Rent equals the total Tenant Payment less the Utility Allowance, if any

ddd. Unauthorized Non-Family Resident; occupant of a Dwelling Unit who is not a member of the Family, as specified in the Rental agreement, and whose presence in the Dwelling Unit has not been authorized by the Tribes.

eee. Under Housed a residential housing unit, including a Dwelling Unit, that a household occupies a unit that is too small for their needs or lacks the necessary space for the household.

fff. Very Low-Income Family; a family whose Income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller or larger families.

ggg. Veteran; a person who has received an honorable discharge from a branch of the United States military.

hhh. Visitor; a person temporarily residing in a Dwelling Unit with a Family for a limited period of time:

- i. Persons residing longer than fourteen (14) days, without the prior permission of the Tribes, shall be determined to be Unauthorized Non-Family Residents;
- ii. The repeated presence of additional persons in the Dwelling Unit and/or their use of the Dwelling Unit for purposes such as receiving mail or storing possessions may be cause for the Family's Rental Agreement to be terminated.