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1. POLICY

- a. It is the policy of the Tulalip Tribes to have rules for the Rental Deposit Assistance Program.

2. MISSION

- a. The goal of the Rental Deposit Assistance Program (hereinafter “RDAP”) and this implementing Policy (hereinafter “Policy”) is to have the Tulalip Tribes Housing Department (hereinafter “TTHD”) assist as many Tulalip Tribal Members, as available funds permit, obtain housing by providing the rental deposit for Applicants that meet and comply with the RDAP and this Policy.
- b. The purpose is to aid Tulalip Tribal Members to obtain housing and enable them to live closer to jobs, schooling and neighborhoods of their choice.

3. SCOPE

- a. The scope of this policy is for all Tulalip Tribal Members, the Tulalip Tribes Housing Department.

4. INTRODUCTION

- a. This Policy is adopted by the Tulalip Tribes Board of Directors (hereinafter “Board”) to govern the RDAP operated by the TTHD.
- b. The RDAP Standard Operating Procedures (“SOP”) and Policy are intended to maximize the Housing benefit and well-being of the Tulalip Tribes’ community and residents.
- c. This Policy sets out the general framework and requirements of the RDAP.
- d. The Board hereby authorizes and directs the TTHD Director and/or Designee of the TTHD to adopt and implement the procedures and forms necessary to carry out the RDAP under this Policy.

5. DEFINITIONS

- a. “Applicant” means a family member who has applied for admission to the RDAP.



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- b. "Family" means an eligible (a) Individual, (b) couple, (c) single parent with a child or children, (d) couple with a child or children, (e) group of persons consisting of two or more elderly persons or disabled persons living together, or (f) one or more elderly or disabled persons living with one or more live-in aides:
 - i. A child who is temporarily away from the home because of placement in foster care is considered a family member.
- c. "Income" means total household income.
- d. "Individual" means a single person living alone.
- e. "Rental Property" means the real property sought to be rented by or is the currently rented property of an Applicant.
- f. "RDAP" stands for Rental Deposit Assistance Program.
- g. "TTHD" stands for Tulalip Tribes Housing Department.

6. ELIGIBILITY FOR ADMISSION TO TTHD'S RDAP

- a. The TTHD may admit eligible Applicants to the RDAP based on the approved application according to policy and as funds permit.
- b. An Applicant may apply to the RDAP in the designated areas in accordance to the currently approved Indian Housing Plan.
- c. TTHD reserves the right to provide preference toward Applicants seeking to rent Rental Property on or near Tribal lands.
- d. To qualify for an award through the RDAP, an Applicant must submit a complete signed application and must meet all criteria established by TTHD's policy and procedures, subject to change.
- e. The rental deposits will be available for any Tulalip Tribal Member who is currently on the Rental Voucher Program:
 - i. The rental deposit will only be given to an Applicant every three (3) years.



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7. WAIT LIST

- a. A wait list will be maintained by date and time of application, sorted by bedroom size and Tribal Preference.
- b. The TTHD will utilize the same waiting list procedures as set out in the TTHD Admissions and Occupancy Policy.

8. DOCUMENTATION AND VERIFICATION OF INFORMATION PROVIDED BY APPLICANTS

- a. The TTHD Director and/or Designee shall adopt and implement procedures for documentation and verification of information submitted by the RDAP Applicants.
- b. The TTHD will maintain in strictest confidentiality: the information garnered via Applicants' required documents, third party verification of Applicants information, and information obtained about the Applicants' household.
- c. Any applications that are turned in incomplete, such as missing information, or missing required documents, will not be accepted and will be sent back with a notice to the Applicant either through email or standard mail:
 - i. It shall be the responsibility of Applicants to inquire about their applications if they have questions regarding timelines.
- d. Intentional falsification of documents by Applicants shall result in a permanent bar for future participation in any TTHD Program.

9. ORDER OF SELECTION/PRIORITIES PROCESS

- a. Rental deposits will be issued on a first-come, first-served basis for eligible applicants.
- b. All vacancies will be filled by selecting applicants from the rental deposit wait list in accordance with the date and time of application and in compliance with Section E above.
- c. Preferences stated below shall apply in the following order of preference.
- d. Applicants whose Head of Household is an enrolled Tulalip Tribal Member and a Veteran at the time of application:



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- i. Veteran status may only be used once per lifetime to obtain a priority selection, and TTHD shall require proof of Veteran Status at the time of application, including but limited to a copy of the Veteran’s DD214 Form.
- e. Applicants whose Head of Household is an enrolled Tulalip Tribal Member and an elder, 57 or older, at the date and time of application.
- f. Other Applicants whose Head of Household is an enrolled Tulalip Tribal Member.
- g. Applicants who are enrolled in any Federally Recognized Tribe.

10. RENTAL PROPERTY SELECTION REQUIREMENTS

- a. All Rental Properties, including TTHD owned Rental Properties must meet TTHD’s housing quality standards, which may be determined through a TTHD inspection:
 - i. The approved Applicant is tasked with locating a Rental Property to rent and with facilitating an inspection of the Rental Property by TTHD either virtually or on-site;
 - ii. If an Applicant is unwilling to facilitate an inspection of the Rental Property by TTHD, that shall result in a revocation of the award in the total amount awarded.
- b. Such inspection by TTHD shall conform to TTHD’s policies and procedures, subject to change.
- c. The TTHD Director and/or Designee shall adopt and implement procedures for the approval process of Applicants:
 - i. Rental Property can be in any county or state; however, TTHD may apply a preference toward Rental Property on or near Snohomish County, Washington;
 - ii. The RDAP may be subject to additional state or federal requirements depending on RDAP funding sources.
- d. The TTHD Director and/or Designee will adopt and implement procedures setting out the necessary requirements for Rental Properties to be selected:
 - i. Such policies and procedures are subject to change at the sole discretion of TTHD.



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- e. Each Rental Property will be reviewed by either (1) the County Assessor for property on Tribal lands or (2) a Title Status Report (TSR) will be obtained and reviewed by using a Housing Community Development and/or BIA to ensure the landlord and property management companies have not been barred and/or excluded from doing business with the Federal Government.

11. TTHD APPROVAL OF TENANCY

- a. The TTHD will only approve tenancy if such tenancy meets the requirements of the RDP, this Policy, and other applicable policies of TTHD:
 - i. The adoption and implementation of such requirements are subject to change and alteration as determined by TTHD’s Director and/or Designee.
- b. The TTHD reserves the right to deny tenancy or deny approval of a Rental Property, including those owned or operated by landlords or property management companies that TTHD has determined, in its sole discretion, fail to comply with the TTHD standards, policies, and procedures.

12. OCCUPANCY STANDARDS

- a. Applicants must select a Rental Property large enough for themselves, including additional family members, in accordance with the standards set out in TTHD’s Admissions and Occupancy Policy to avoid overcrowding, that meets the requirements and terms of the approved rental agreement and/or lease signed by the Applicant and landlord:
 - i. The efficient use of the TTHD’s available rental deposit budget must be used to maximize the assistance awarded to Families;
 - ii. The TTHD will attempt to accommodate reasonably anticipated changes in household composition, as determined by the TTHD;
 - iii. Household composition shall not be used as an eligibility criterion when approving an Applicant for award;
 - iv. Applications are limited to the Rental Property an Applicant already lives in or proposes to live in.



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b.

i. Bedrooms	ii. Minimum Persons	iii. Maximum Persons
iv. 1	v. 1	vi. 3
vii. 2	viii. 1	ix. 5
x. 3	xi. 3	xii. 7
xiii. 4	xiv. 4	xv. 9
xvi. 5	xvii. 5	xviii. 11

13. DETERMINATION OF INCOME

- a. Annual Income for the Program will be consistent with HUD’s Section 8 Programs in 24 CFR, part 5 or adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes, whichever TTHD determines is most favorable to the Applicant.

14. INCOME AND ASSISTANCE PAYMENT LEVELS

- a. Each Applicant in the RDAP that has Income under 80% of the HUD Income Limits will receive up to \$8,000.00 in assistance:
 - i. For Applicants with Income between 80% to 100% of the HUD Income Limits, TTHD may award up to \$8,000 in assistance, subject to the limitations on providing such assistance under 24 CFR 1000.110;
 - ii. For Applicants living in or proposing to live in Rental Properties owned by TTHD, the assistance will apply only to the first month’s rent and/or deposit;
 - iii. The assistance award may be used for the rental deposit and the first month’s rent, not to exceed the criteria below:

iv. Percentage of Median Income	v. Amount of Assistance
vi. 0% - 80%	vii. Up to \$8,000



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- b. All assistance awarded shall be paid by TTHD directly to landlords or property management companies overseeing the Rental Property.

15. RESPONSIBILITIES OF AWARDED APPLICANTS AND LANDLORD

- a. The TTHD will not provide any additional assistance beyond that awarded to the Family under this Policy, except as provided herein:
 - i. Families that receive an award are required to pay any difference between the amount awarded and the final costs of the full rental deposit and first month’s rent, except in those circumstances where – even with the assistance provided – the Family would be paying more than 25% of their adjusted income for that first month, in which case TTHD will make an additional payment only to the amount required to reduce the Family’s share of that month’s rental payment to 25% of their adjusted income.
- b. If an Applicant does not move in or becomes evicted by the landlord and/or property management company before their lease agreement has been completed, it will be the responsibility of the landlord and/or property management company to return the awarded assistance back to the TTHD, in full:
 - i. There are no exceptions.
- c. If a Tenant causes damage to the Premises beyond normal wear and tear, the Tenant is obligated to pay the Landlord for the full amount of repair costs directly related to the Tenant’s actions:
 - i. Tenant understands and agrees that if Tenant does not pay the Landlord the costs of repairing such damage and Landlord instead deducts such costs from the Tenant’s security deposit, Tenant will be obligated to repay the TTHD the full amount deducted by the Landlord;
 - ii. TTHD shall not be obligated to seek payment from the Tenant on behalf of the Landlord.
- d. The Landlord will not terminate the Tenant’s lease or allow the Tenant’s lease to expire except for good cause:
 - i. Landlord further agrees that upon the termination of Tenant’s lease, Landlord will repay the full amount of the security deposit directly to TTHD, deducting only such amounts as are necessary to cover the costs of repair of damage above and beyond normal wear and tear;



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ii. Further, if for any reason Tenant does not move into the Premises or the Lease is terminated before move-in, Landlord will immediately repay the TTHD the full amount received by the Tulalip Housing Department:

(1) There are no exceptions.

e. Upon completion of a Lease and a Tenant wants to move out or is evicted from the Premises, the Landlord will have twenty-one (21) days to provide an itemized list to the TTHD and the tenant if there are any charges:

i. If there are no charges, or if the Landlord terminates the Lease without cause, or allows the Lease to expire without renewing, then the Landlord will be obligated to repay the TTHD the deposit amount to the TTHD.

16. GENERAL WELFARE GARNISHMENTS

- a. Participants who fail to pay their Rental obligations and refuse or otherwise fail to enter into a Payback Agreement will be subject to removal from the RDP.
- b. As part of the removal process, members of the Tulalip Tribes may be subject to involuntary garnishment of their General Welfare payments in accordance with Tribal Law and Policy.
- c. Non-members will be subject to other garnishment remedies available by law.

17. WELLNESS PROGRAM

- a. All Rental Deposit Assistant Program Recipients will adhere to the Wellness Program Policy.



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18. PROCESS OF APPEAL/GRIEVANCE

- a. Any applicant who is dissatisfied with a staff decision concerning the eligibility of assistance, the level of benefit approved, or the type of services available can appeal that decision to the TTHD Director or Designee.
- b. The process for appealing the decision to the TTHD Director or Designee is the same process as the one set out in the TTHD Grievance Policies and Procedures.
- c. However, notwithstanding any other provisions of the TTHD Grievance Policy and Procedures, the decision of the TTHD Director or Designee on appeal is final.

19. RELATED DOCUMENTS

- a. [HOUSING - Policy - Wellness Program Policy v.1 \(policytech.com\)](http://policytech.com)