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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. SCOPE

a. The scope of this policy is for all Applicantsand participants of the program, the Tulalip Tribes Housing Department.

3. GENERAL PROVISIONS

a. Policy Statement:

i. The Tulalip Tribes Housing Department ("TTHD") has established the Rental Deposit Assistance Program ("RDAP"), which enables qualified Individuals and families to obtain housing by providing the rental deposit , as available funds permit.

b. This Policy sets out the general framework and requirements of the RDAP.

c. 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.

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:

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

4. ELIGIBLE FAMILIES

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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 RecognizedTribe.

b. Income Requirements:

i. Annual Income will be consistent with HUD's Section 8 program's definition of income as stated in HUD24 CFR part 5 subpart F 5.609.

ii. Maximum Income:

(1) The Applicant or family's Annual Income cannot exceed the applicable income limits for admission established by the Federal Regulations.

iii. The TTHD may admit eligible Applicants to the RDAP based on an approved application in accordance with this Policy and as funds permit.

c. Additional Criteria for Admission:

i. Service Area:

(1) The designated service area for the RDAP is Snohomish County.

ii. Funding Disbursement Schedule:

(1) The rental deposit assistance under the RDAP will only be given to an Applicant every three (3) years.

iii. Fraud and/or False Statements:

(1) Any Applicant or participant 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.

iv. Eligibility and Income Verification:

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(1) Applicants are required to submit information that verifies all information that affects eligibility, family composition, annual income, unit size, determination of rent, and housing needs,

(2) Assistance will be given to one Applicant per dwelling unit.

v. Permanent Family Members

(1) An Applicant who applies for RDAP 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) An Applicant that does not have full custody of a child in the household, who does not have both of the child's parents 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 court documents and or notarized document;

(3) Any Applicant who intends to live with another adult that does not meet the definition of Family, or Permanent Family Member will be approved as a Roommate.

5. ADMISSIONS & OCCUPANCY

a. Waitlist:

i. TTHD will maintain one waitlist of RDAP Applicants, as follows:

(1) A RDAP Waitlist will be maintained by date and time of application and sorted by Tribal preference,

(2) Preferences are as follows:

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

(b) Other Applicant whose Head of Household is enrolled in a Federally Recognized Tribe.

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(c) All other Applicants.

ii. Updating the Waitlist:

(1) Once an Applicant is on the RDAP 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 RDAP Waitlist is closed, applications are accepted from all Applicants 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 Housing staff may request further documentation from other Tribal agencies, if needed.

(3) Tribal or State Photo identification must be provided for all people in the household who are eighteen (18) years and old.

c. Eligibility Determination:

i. Initial Determination:

(1) TTHD shall make an initial determination based on the information provided in the application:

(a) Applicants shall be found to be "eligible or "ineligible", based on the information provided in the application.

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ii. Applicant Determined Eligible:

(1) If an Applicant is determined eligible, the Applicant shall be placed on the waitlist and receive written notice.

iii. Applicant Determined Ineligible:

(1) If at any time during the application process the TTHD determines that an 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 with TTHD's Grievance Policy.

iv. Final Eligibility Determination:

(1) The Applicant must provide income verification and TTHD will verify the income not more than thirty (30) days prior to eligibility.

6. SELECTION PROCESS

a. Selection from Waitlist:

i. All vacancies will be filled by selecting Applicants from the RDAP Waitlist.

b. Notification to Families:

i. After TTHD makes the selection, the Applicant shall be notified, by a final eligibility letter.

ii. If the selected Applicant does not respond to TTHD's notification within ten (10) business days or does not provide the necessary information within the required time, the Applicant will be removed from the RDAP Waitlist.

c. Orientation:

i. All Applicants shall be required to attend an orientation to complete initial eligibility, and will be screened based on the requirements listed in the Eligible Families section of this Policy;

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ii. If the Applicant is determined eligible for RDAP assistance, the Applicant will be required to complete the following:

(1) The Applicant will have thirty (30) calendar days to provide an executed lease agreement, which must meet TTHD's property rental requirements, TTHD housing quality , and occupancy standards:

(a) A one-time thirty (30) calendar day extension can be approved if an Applicant submits a written request.

(2) If an approved lease agreement is not provided within the timeframe given TTHD will determine the Applicant ineligible.

iii. Final determination will be when the Applicant has met all RDAP requirements for eligible family, Rental Property requirements, and occupancy standards.

d. Rental Property Requirements:

i. Ineligible types of dwelling units:

(1) A unit in a nursing home, board, and/or care home, or in a facility providing continual psychiatric, medical, or nursing services,

(2) A college or school dormitory,

(3) A unit that is on the grounds of penal, reformatory, medical, mental, chemical dependency or other similar public or private institutions/half way homes or facilities,

(4) A unit that is owned or leased by a Family Member/Roommate in the same household as the Applicant,

(5) A unit that is considered a travel trailer or recreational vehicle.

ii. All Rental Properties must meet TTHD's housing quality standards, which may be determined:
(a) through a TTHD inspection.

(1) 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,

(2) An Applicant unwilling to facilitate an inspection of the Rental Property by TTHD shall result

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in a revocation of the award in the full amount awarded.

iii. Occupancy Standards:

(1) To avoid overcrowding, the Housing Department matches family size to the bedroom size in accordance with the following Occupancy Standards:

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

iv. The efficient use of the TTHD's available RDAP budget must be used to maximize the assistance awarded to Families;

v. Household composition shall not be used as an eligibility criterion when approving an Applicant for assistance;

vi. Applications are limited to the Rental Property an Applicant proposes to live in:

(1) TTHD will not reimburse any Applicants who have already paid current move-in costs.

vii. The TTHD Manager and/or Designee will adopt and implement procedures for the approval process of Applicants:

(1) Rental Property must be in Snohomish County.

viii. Each Rental Property will be reviewed to ensure the Landlord and property management companies have not been barred and/or excluded from doing business with the Federal Government:

(1) The review will be from either:

(a) The County Assessor for property on Tribal landsor,

(b) A Title Status Report (TSR) will be obtained and reviewed by using a Housing Community Development and/or BIA.

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ix. 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.

7. DEPOSIT AGREEMENT

a. Execution of the Deposit Agreement:

i. All adult members of the household, the Landlord, and the authorized TTHD representative, shall execute the Deposit Agreement prior to distribution of assistance.

8. ASSISTANCE PAYMENT LEVELS

a. Each Applicant in the RDAP that has Income under 80% of the HUD Income Limits will receive up to $5,000.00 in assistance.

i. If there is a household member defined as a Roommate, TTHD will only provide assistance to the Applicants portion of the move-in cost.

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

9. RESPONSIBILITIES OF AWARDED APPLICANT

a. Applicants are required to pay any difference between the RDAP amount awarded and the final costs.

b. If an Applicant causes damage to the Premises beyond normal wear and tear, the Applicant is obligated to pay the Landlord for the full amount of repair costs directly related to the Applicant's actions:

i. Applicants understand and agree that if an Applicant does not pay the Landlord the costs of repairing such damage and Landlord instead deducts such costs from the Applicant's security deposit, then the Applicant will be obligated to repay the TTHD the full amount deducted by the Landlord.

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ii. TTHD shall not be obligated to seek payment from the Applicant on behalf of the Landlord or from the Landlord on behalf of the Applicant.

10. RESPONSIBILITIES OF LANDLORD

a. The Landlord will not terminate the Applicant's lease or allow the Applicant's lease to expire except for good cause:

   i. The Landlord further agrees that upon the termination of Applicant'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.

b. If an Applicant does not move in, it will be the responsibility of the Landlord and/or property management company to return the awarded RDAP assistance back to the TTHD, in full:

   i. There are no exceptions.

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

   i. If there are no deductions, 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 full amount of the deposit to the TTHD.

11. GENERAL WELFAREGARNISHMENTS

a. Applicants who fail to adhere to their Rental obligations and will be determined to be ineligible for RDAP assistance until they enter into a Payback Agreement or until the total amount of debt is paid.

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.

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c. Non-members will be subject to other garnishment remedies available by law.

12. GRIEVANCE POLICIES AND PROCEDURES

a. For all complaints arising from the administration of this RDAP, the following procedures must be followed:

i. Each complaint must be in writing, signed by the Head of Household, filed with the TTHD and include the following:

(1) The reason for the grievance and supporting documentation, and

(2) The action of relief sought.

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 will meet with the complainant to resolve the matter.

(1) All relevant documents, procedures, policies, codes and regulations will be reviewed and within 20 business days a letter will be mailed out to the complainant giving the decision.

(2) The decision of TTHD will constitute as the final administrative action on the complaint.

13. DEFINITIONS

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

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

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considered a family member.

c. Head of Household means adult members of the family who is considered the primary Applicant who is responsible and held accountable for the family needs.

d. "Income" means total householdincome.

e. "Individual" means a single person livingalone.

f. "Landlord" means a person who rents an apartment or home to atenant.

g. "Permanent Family Members" means a committed relationship established by evidence that two or more persons have shared residency, income, and resources of a period not less than one year.

h. "Rental Property" means the realproperty sought to be rented by or is the currently rented property (a) of an Applicant.

i. "RDAP" stands for Rental DepositAssistance Program.

j. "Roommate" means a person occupying the same apartment house, or dwelling unit.

k. "TTHD" stands for Tulalip Tribes Housing Department.

14. RELATED DOCUMENTS

a. HOUSING - Policy - Tenant Success and Stability Services Program Policy v.2

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