

**THE TULALIP TRIBES
HOUSING DEPARTMENT
RENTAL VOUCHER PROGRAM POLICY**

A. Mission.

The Rental Voucher Program (hereinafter “RVP”) provides affordable housing for lower income members of The Tulalip Tribes and members of other federally recognized Indian tribes in privately owned apartments or houses by having the TTHD pay a portion of their rent directly to their landlord. This RVP will allow Program Participants (hereinafter “Participant”) to afford to live closer to jobs and schooling, or in neighborhoods of their choice. The goal of Rental Assistance Voucher Program is to assist Participants to become future home owners or to be self-sufficient in renting a dwelling unit (“rental premises”) without the TTHD’s assistance.

B. Introduction.

This RVP Policy (“Policy”) is adopted by the Tulalip Tribes Board of Directors to establish and govern the RVP to be operated by the Tulalip Tribes Housing Department (TTHD). The RVP SOP’s and Policy are intended for the benefit and well-being of the Tulalip Tribes’ community and residents. This Policy sets out the general framework and requirements of the RVP. 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 RVP under this Policy.

C. Eligibility for Admission to the TTHD’s RVP

The TTHD will only admit eligible families to the RVP. Notwithstanding the following subsections, an applicant can live in any county or state, if the TTHD determines in its discretion that the RVP should be made available to that applicant. To qualify for admission, an applicant must submit a complete signed application and must meet all criteria established by this Policy and all procedures adopted by the TTHD Director and/or Designee.

D. Receipt of Applications and Determination of Eligibility.

1. The TTHD Director and/or Designee shall adopt and implement the procedures for submitting, reviewing and processing applications.
2. The TTHD Director and/or Designee shall adopt and implement waiting list procedures for the RVP, provided that such procedures must ensure that preference is given to Tulalip Tribal Families.

E. Documentation and Verification of Information Provided by Applicants.

1. The TTHD Director and/or Designee shall adopt and implement procedures for documentation and verification of information submitted by RVP applicants and Participants.
2. The TTHD will maintain in strictest confidentiality the information garnered via applicants' required documents, third party verification of applicant information, and information obtained about the applicant's household.
3. Any applications that are turned in incomplete or without the requested documents will not be accepted and will be sent back to the applicant either through mail or email.

F. Selection of Participants for RVP.

1. The TTHD Director and/or Designee will adopt procedures for issuing Rental Vouchers based upon preference and will determine the order of accepting applications based upon the current Rental Voucher Waiting List.
2. The TTHD Director and/or Designee will adopt and implement procedures to ensure that eligible unselected applicants remain on the waitlist and for properly notifying ineligible applicants.
3. Notwithstanding the previous subsections, the TTHD will set aside six (6) Vouchers each year for use by occupants of the Tulalip Tribes' Homeless Shelter, who shall be selected separately, by chronological order on a separate waiting list maintained by the TTHD for this specific purpose. This waiting list will be created from referrals made by the Homeless Shelter for their tenants to TTHD. The position on the wait list will be based on the date the referral is sent in. Applicants for these vouchers must meet all other eligibility requirements for this Program. The Homeless Shelter will be responsible for ensuring that the Tenants who receive vouchers stay in compliance with the RVP.

H. Rental Premises Selection Requirements.

1. The privately-owned rental premises to be rented is found and selected by the Participant and must pass an inspection either virtually or onsite to the TTHD's satisfaction, pursuant to procedures adopted and implemented by the TTHD Director, to assure that the TTHD's housing quality standards are met.
2. The TTHD Director and/or Designee will adopt and implement procedures for families to be approved and to select a dwelling unit for rental premises. Rental premises can be in any county or state subject to the discretion of the TTHD and according to the Grant

requirements that the Rental Voucher is being paid from.

3. The TTHD Director and/or Designee will adopt and implement procedures setting out the necessary requirements for rental premises to be selected, including maintaining specific ownership requirements for partner properties.
4. Each rental premises will be reviewed on SAM.gov to ensure the Property Owners have not been barred/excluded from doing business with the federal government.

I. TTHD Approval of Tenancy.

1. The TTHD will only approve tenancy if it meets a series of requirements to be adopted and implemented by the TTHD Director and/or Designee in the RVP.
2. The TTHD is free to deny tenancy or deny approval to landlords who fail to comply with the TTHD standards to be adopted and implemented by the TTHD Director and/or Designee.

J. Occupancy Standards.

Participants must select a rental property large enough to avoid overcrowding according to the terms of the approved Rental Agreement and Lease signed by the Landlord, while assuring efficient use of the TTHD's available Rental Assistance budget. The TTHD will attempt to accommodate reasonably anticipated changes in Family composition, as determined by the TTHD. Each Tenant will only be approved for the Rental Property that they are currently living in, not by the family's composition.

K. Determination of Income.

The TTHD Director shall adopt and implement procedures for calculating income, consistent with the requirements of NAHASDA, for determining applicant eligibility and for determining the voucher payment amount and the monthly rental payment obligation of the Participant.

L. Income and Assistance Payment Levels.

1. Each Participant in the RVP is required to make a monthly rent payment to the landlord based on the following calculation, which shall be: the amount of monthly rent due minus the portion paid by the TTHD.
2. The monthly rent payment to be made by the Participant in the RVP shall be calculated so that the amount of rent paid by Participant does not exceed 25% of the Participant's annual adjusted income.

3. The TTHD will pay to the landlord a portion of the monthly rent for the rental premises while the Participant remains in the rental premises and remains in the RVP. This payment is called the “Voucher Program Payment,” or VPP.
4. Notwithstanding the previous three subsections, each year the TTHD will announce the minimum rental amount for each dwelling unit size based on the approved grant.
5. These amounts will not apply to Participants receiving VPP for the TTHD Homeless Shelter, which will have its own set amounts, to be determined at the discretion of the TTHD.
6. A Participant may remain in the RVP and receive the benefit of the VPP for a period up to thirty-six (36) months, or as long as program funds are available, whichever is shorter, but Participant must request yearly to remain in the RVP, and may receive an extension if they request one in writing and show they have been regularly working on their goals and need more time to complete their program goals for self-sufficiency.
7. The TTHD will enter into a Housing Assistance Payment (HAP) Contract with the landlord. The TTHD Director and/or Designee will develop the appropriate forms to be used for this purpose.

M. Annual Certification.

Each calendar year, every Participant in the RVP is required to submit a Recertification application and provide sufficient documentation to enable TTHD to estimate their anticipated income for the next year. Participants who fail to provide income information when requested shall be considered in violation and may be subject to termination of participation in the RVP.

N. Notice.

1. A letter of notification for Annual Recertification will be mailed to Participant, with ten (10) business days for response by Participant.
2. If no response, a 2nd Letter will be sent out, with (10) ten business days for response by Participant.
3. If no response, a 3rd Letter notice will be sent to the Participant, this will be the Final Notice, and they will have five (5) business days to respond. If there is no response, they will be considered in violation of the RVP and will be terminated from the Program.

Upon review of the provided documentation, the TTHD staff will calculate the monthly payment for the Participant for the next (12) twelve months, notification will be sent by Regular Mail or email.

O. Reporting Changes – Interim Recertification.

1. Participants must immediately report to TTHD any of the following:
 - a. 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.
 - b. Changes affecting income increases or decreases in income as a result of changes in family composition, employment, benefits, General Welfare, Elders Disability, Elders Support, Tribal Disability, or any other reason. Decreases in income because of a change of family composition will require a sworn statement as to the truth of the change in composition.
 - c. If for any reason, a Participant transfers to a different dwelling unit, the existing HAP Contract will be canceled and the Participant shall be given a new VPP and a new HAP Contract will have to be entered into with the landlord for the new property in which the Participant is moving into, all subject to approval by TTHD.

P. Principal Residency Requirement

Throughout the term of participation in the Voucher Program, Participants must use the dwelling unit receiving VPP as their principal place of residence. Ownership or use of another residence is prohibited. Accordingly, subleases and temporary absences are not authorized for Participants, no more than two weeks will be allowed. No subleasing is authorized in any situation of a TTHD dwelling unit.

Q. Applicable Standards and Maintenance, Inspections.

1. The HUD Section 8 Housing Quality Standards at 24 CFR 982.401 are hereby adopted as the initial standard for rental premises that are part of the RVP, until such time as the TTHD Director adopts and implements the TTHD-specific housing quality standards. After occupancy the landlord is responsible for maintaining the rental premises in accordance with the applicable housing quality standards.
2. It shall be the responsibility of each Participant to show respect for the RVP and appreciation for the low housing cost by maintaining the TTHD maintenance standards.
3. Participants in the RVP are responsible for ensuring that the homes are used properly and are structurally and functionally maintained.
4. The TTHD shall have no obligations or liability for maintenance, health or safety of the rental premises other than making periodic compliance inspections and reporting them to the landlord and Participant.

R. Responsibilities During Occupancy.

1. In the RVP, the TTHD's occupancy authorities and responsibilities are significantly limited and the Participant's occupant responsibilities are tied to the lease with the private landlord and/or Property Manager rather than to the TTHD.
2. After move in, the TTHD is only obligated to pay the landlord the TTHD's portion of the rent every month, and recertify household composition and income every year.
3. At TTHD's discretion, the TTHD Director or designee will adopt and implement procedures for involvement in disputes between Participant and landlord.

S. Termination of Housing Assistance Payment Contract.

The TTHD will develop and provide a non-inclusive list of the circumstances under which the TTHD may terminate a HAP Contract with the landlord.

T. Absence from Rental Premises.

1. The TTHD Director and/or Designee will adopt and implement procedures that outline the habitation requirements of housing provided under the RVP.
2. RVP Payments terminate if the Participant is absent for longer than the maximum period permitted by the TTHD. The term of the HAP Contract and assisted lease also terminate.
3. Rental Vouchers cannot be transferred to anyone if Tribal Member Head of Household has changed their primary residence.

U. Termination by Participant.

1. The Participant is responsible to provide the landlord and the TTHD with a thirty (30) day written notice of intent to terminate the Lease agreement.
2. The TTHD maintains the right to take necessary action if a Participant fails to notify the TTHD of their termination and will disqualify the Participant from receiving future funding through Housing.

V. Termination and Eviction by Landlord.

1. If the rental premises are located within the jurisdiction of the Tulalip Tribes, the landlord shall follow the eviction procedures set out in the Tulalip Tribes Housing Code 6.05.
2. In all other instances, landlord will follow all applicable state and local laws regarding notice, timing, and process for termination and eviction.

W. Participant Responsibility Upon Vacating Rental Premises.

The TTHD will implement and maintain a series of procedures that Participants will be required to follow upon vacating the rental premises.

X. Family Breakup.

The TTHD will determine at its discretion who continues to be eligible for continued VPP under the RVP if the Family breaks up.

Y. Grievances.

Applicants and Participants will be informed that they have the right to appeal TTHD actions or its failure to act through TTHD's grievance procedure.

Z. Subject to Availability of Funds.

The TTHD will from time to time, determine the maximum amount of the TTHD funds that it will commit to the RVP, or a maximum number of Vouchers that the TTHD will issue at one time. Once the TTHD reaches that maximum amount, the TTHD will issue no new Rental Vouchers unless and until a current Participant leaves the Program.

AA. Publication.

These Procedures shall be made available to all Applicants and Participants.

BB. Sovereign Immunity.

Nothing in these Procedures shall be construed to waive the sovereign immunity of the Tulalip Tribes, the TTHD or the officials and representatives thereof.

CC. Severability.

Should any provision set forth in this Policy, or the application thereof to any person or circumstance, be held invalid by a court of competent jurisdiction the full remainder of such provision or the application of the provision to another person or circumstance shall not be affected thereby.

DD. Fraud

The TTHD will check the ownership of the leased property via the County Assessor's Office where the property is located, Tulalip Leasing and BIA Leasing offices to ensure the landlord is the true owner or manager of the premises and lease is valid. If a fraudulent application or lease

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are provided to the TTHD the Applicant will be denied services and barred from applying for any TTHD Housing Program for a period of twelve (12) months.