

**Tribally Funded Housing Programs  
Eligibility, Admissions, and Occupancy  
Policy**

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# TABLE OF CONTENTS

Page

SECTION I.	<u>PURPOSE</u> .....	1
SECTION II.	<u>GENERAL</u> .....	1
SECTION III.	<u>DEFINITIONS</u> .....	2
SECTION IV.	<u>APPLICATIONS</u> .....	3
SECTION V.	<u>ELIGIBILITY</u> .....	6
SECTION VI.	<u>ELIGIBILITY CERTIFICATION</u> .....	11
SECTION VII.	<u>WAITING LISTS</u> .....	11
SECTION VIII.	<u>SELECTION OF APPLICANTS</u> .....	15
SECTION IX.	<u>OCCUPANCY STANDARDS</u> .....	16
SECTION X.	<u>DETERMINING CONTINUED ELIGIBILITY/ABILITY TO REMAIN IN UNIT</u> .....	17
SECTION XI.	<u>SERVICE ANIMALS</u> .....	18
SECTION XII.	<u>USE OF TFH UNITS</u> .....	20
SECTION XIII.	<u>INSPECTIONS</u> .....	22
SECTION XIV.	<u>ORIENTATION</u> .....	24
SECTION XV.	<u>PROGRAM VIOLATIONS</u> .....	24
SECTION XVI.	<u>OPPORTUNITY FOR CORRECTIVE ACTION</u> .....	26
SECTION XVII.	<u>PAYMENTS AND COLLECTIONS</u> .....	27
SECTION XVIII.	<u>GROUNDS FOR TERMINATION AND EVICTION</u> .....	34
SECTION XIX.	<u>NOTICE OF VACANCY; ABANDONMENT OF UNIT</u> .....	35
SECTION XX.	<u>LEAVING WITH A DELIQUENCY</u> .....	38
SECTION XXI.	<u>MISCELLEANOUS</u> .....	38

SECTION I. PURPOSE

- A. The Puyallup Tribe of Indians has established tribally funded housing programs for the following purpose: to provide decent, safe and sanitary housing for Tribal members; to remedy unsafe and unsanitary housing conditions that are injurious to the public health, safety and morals; to alleviate the acute shortage of decent, safe and sanitary dwellings; to provide employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation of eligible dwellings; to provide drug free and smoke free housing; and to manage and maintain residential properties that are owned by the Tribe for the purpose of providing housing to Tribal members incorporating Puyallup Tribe traditions and culture.
- B. This Policy applies to all Puyallup Tribally Funded Housing (TFH) programs and is a guide for TFH programs to use in determining initial and continued eligibility, admission and selection of Applicants for various TFH programs, and occupancy standards.
- C. This Policy is applicable to all clientele of TFH programs, including but not limited to Applicants, and Program Participants in a TFH program's rental programs. In the event of an inconsistency between this Policy and the specific policies for specific programs, the terms of the specific program policy shall govern, unless such terms are inconsistent with applicable law and regulations.

SECTION II. GENERAL

- A. This Policy contains the general provisions for admissions, eligibility and occupancy for TFH programs. Applications from all interested Puyallup Tribal Members 18 and older shall be accepted. After determining eligibility, the TFH staff shall place each Applicant on the appropriate waiting lists for potential renters and/or other TFH programs established by the Puyallup Tribe. Such waiting lists shall be maintained according to the provisions of this Policy. These waiting lists will be used by TFH in selecting program participants.
- B. TFH programs shall maintain a separate waiting list for

each TFH program. Applicants will be allowed to place their name on one or more of the program lists for which they are eligible.

- C. In addition to the general eligibility requirements contained in this Policy, Applicants shall also be required to meet all eligibility requirements specifically set forth in the Program Policy specific to each program.
- D. No otherwise qualified individual with a disability shall solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any TFH program.

### SECTION III. DEFINITIONS

- A. *General:* All definitions provided in the Puyallup Tribal Housing Code shall be applicable to this Policy.
- B. "*Applicant*" means a Puyallup Tribal Member age 18 or older that has applied to participate as a Tenant in a TFH Program.
- C. "*Dependent Adult*" means a person who is 18 years of age or older, and is wholly or partially dependent upon one or more other persons for care or support, either emotional or physical.
- D. "*Elder*" means a person who is at least 55 years of age.
- E. "*Gang-Related Activity*" means: (1) any gathering of a group of two or more individuals who share an on-going relationship and support one other, individually or collectively, in the recurring commission of delinquent and/or criminal acts, whether or not they have been convicted of any criminal or delinquent acts, and whether or not they commit such acts on the Premises at issue; or (2) the presence on the Premises at issue of any individual or individuals who is identified as a gang member by a documented reliable informant, or who is listed as a gang member by any law enforcement entity.
- F. "*Program Participant*" means a Tenant or other person, family, or household member participating in a TFH program.

- G. "Puyallup Tribal Member" An enrolled member of the Puyallup Tribe of Indians.
- H. "TFH" means all Puyallup tribally funded housing.
- I. "Service Animal" means a certified animal that works, provides assistance, or performs tasks for the benefit of an individual with a disability.
- J. "Tenant" means any person participating in a TFH program by renting a Unit.
- K. "Terminated" means a Tenant has been served with a Notice of Default and Termination, Notice to Quit, or other document indicating A TFH program's intent to terminate the agreement for possessing and occupying a TFH unit, even if the Tenant subsequently gives up the Unit voluntarily.
- L. "Unit" means any home, apartment, or other dwelling structure.

#### SECTION IV. APPLICATIONS

- A. To be considered for eligibility for any TFH program, all interested Applicants must submit a completed application packet. Only complete applications will be accepted, and incomplete applications will not be considered. Applicants may only be placed on the waiting list after they have submitted a complete application packet and have been determined to be eligible.
- B. The application is the basic record of each Applicant applying to receive services through a TFH program. Each Applicant is required to provide all information requested on the application and to sign all necessary forms, documents, and certifications. All information provided and/or any statements made by the Applicant are subject to verification. Intentionally providing false or misleading information is grounds for automatic denial of eligibility for all TFH programs, and grounds for termination from any program the Applicant has been admitted to.
- C. Applications shall be considered and units shall be assigned on a "first submitted - first served" basis, except as otherwise provided in this Policy.

- D. All applications shall be date stamped or time coded (online applications) when received and the time of receipt written next to the date stamp (in person applications). The staff member receiving the application shall also place his or her initials next to the date stamp (in person applications).
- E. An application form shall be designed by TFH program to gather enough information to allow a full assessment of the Applicant's eligibility, consistent with TFH program requirements that apply at the time of submission. The application must include at least the following information:
1. Tribal enrollment number;
  2. The names and ages for all family and household members living in the Applicant's household;
  3. Social Security cards for each family member;
  4. Documentation of preference eligibility;
  5. Verification of U.S. citizenship or eligible immigration status;
  6. Use and Maintenance History;
  7. Puyallup Tribe enrollment card, Valid Washington State driver's license or other valid Washington State identification, or a valid driver's license or other valid identification from another State for all family members;
  8. If the Applicant or a member of the Applicant's household has a disability for which the Applicant wishes to request an accommodation, the Applicant should list the disability and provide supporting documentation to demonstrate the presence of the disability and the accommodations needed.
- F. The Applicant must certify that all information contained in the application is true and accurate. The Applicant is responsible for contacting the TFH program and making any corrections or updating the application if any of the information contained in the application changes within 10 calendar days.

- G. For TFH programs accepting hardcopy applications, application entries are to be made in ink, indelible pencil or typed. For TFH programs accepting online applications, entries may be made by computer and a hard copy will be documented in the Applicant's file. Corrections or changes shall be made by lining through the original entry and entering the correct data. Such changes shall be dated and initialed by the person recording the change and the reason and the provision of this Policy that authorizes such changes noted in the file.
- H. The Applicant is responsible for providing all of the necessary information and accurately completing the application as required. Information that verifies all information which affects eligibility, family composition, selection, priority or preferences, and Unit size. Failure to provide current and valid information may be grounds for a determination that the Applicant is ineligible.
- I. For each Applicant, the TFH program shall establish a file containing all information supplied by the Applicant, and which must include at least the following material:
1. Application;
  2. Verification documents including but not limited to, copies of Puyallup Tribe enrollment card, valid State I.D., Birth Certificates, or Tribal I.D. and Social Security Cards;
  3. Copies of staff's Notification of Eligibility or Ineligibility; and
  4. All correspondence and memoranda regarding the application.
- J. No application fees.
- K. Applicant information shall be verified as soon as possible after submission of an application.
- L. If unfavorable information is received about the Applicant during the assessment, consideration shall be given to the time, nature, and extent of the Applicant's conduct and to factors which might indicate a reasonable

probability of favorable future conduct. Staff shall notify the Applicant in writing of the negative items found. The Applicant shall be given an opportunity to respond to any negative information derived from any source.

SECTION V. ELIGIBILITY

The following eligibility requirements must be met prior to a TFH program Applicant being placed on a waiting list for any TFH program, and the requirements must also be met at the time the Applicant is selected from the waiting list to participate in a particular program.

- A. The Applicant must be a Puyallup Tribal Member 18 years or older.
- B. Determining Composition or Size of Household Where There is a Child Custody Determination. Where one or more minor children may reside in more than one household due to divorce or separation, such children may be considered to reside in only one of those households for purposes of determining household size and eligibility. The Applicant seeking to claim such children must certify to the TFH program, and provide valid and verifiable supporting documentation to the TFH program's satisfaction.
- C. The Applicant must be willing and able to meet all obligations of the housing agreement for the TFH program(s) for which they apply.
- D. The Applicant must have a satisfactory use and maintenance history as determined by the following:
  - 1. Use and maintenance history shall be documented by two or more landlord references detailing history of any Unit damage.
  - 2. If negative references on the use/maintenance history are obtained, the TFH program shall notify the Applicant in writing of the negative items found.
  - 4. If the Applicant does not have any history of renting and therefore has no landlord references the Applicant family shall be required to enter into a one year (1 year) probationary agreement as



an addendum to any rental agreement.

- E. Applicants who have been Terminated from any Puyallup tribal housing program, and/or who have debt balances with any Puyallup tribal housing program, will not receive future housing assistance from the TFH program until:
  - 1. Three years have elapsed since the termination from the prior program; and
  - 2. Those debts have been paid in full or the Applicant enters into a payback agreement that requires continuing participation to be in a TFH program.
- F. Applicants must intend to use the Unit as their primary place of residence for the term of the agreement.
- G. Applicants shall be willing to sign the appropriate agreement developed and approved by the TFH program for the specific program.
- H. Applicants who are Dependent Adults will not be permitted to occupy a unit on their own, provided that the TFH program has the discretion to allow a Dependent Adult to occupy a unit on his or her own if the TFH program determines based on a totality of the circumstances that the Dependent Adult has sufficient support and cognitive ability to be able to meet his or her responsibilities and not place him or herself at risk.
- I. Applicants whose habits and practices may reasonably be expected to have a detrimental effect on other residents, or on the housing project, will be determined ineligible to participate in a TFH program. The TFH program Director shall make this determination by considering the following:
  - 1. References from previous landlords;
  - 2. Criminal records, including but not limited to conviction and arrest records. Records shall be requested from the Tribal Court and Tribal Law Enforcement, National Criminal Information Center (NCIC), and State and Local Law Enforcement (such criminal records shall be kept confidential

pursuant to the requirements and processes set out in subsection J, below). The only misdemeanor criminal activity that would be the basis for a determination of ineligibility under this section would be misdemeanors involving Drug-Related Criminal Activity, violence, or domestic violence;

3. Judgments against the Applicant in civil cases;
4. Restraining and/or protective orders;
5. Police reports involving the Applicant household members;
6. Any other information that may provide evidence of the detrimental habits and practices of the Applicant.

J. Criminal Records Confidentiality. Any criminal record (i.e. criminal conviction record information received from a law enforcement agency) received in order to administer this policy must be:

1. Maintained confidentially;
2. Retained separate from all other housing records;
3. Kept under lock and key, and be in the custody and control of the TFH program Director or his or her designee for such records;
4. Accessed only with the written permission of the TFH program Director or his or her designee and used only for the purposes allowed under this Policy; and
5. Must be destroyed once the purpose for which it was requested is fully accomplished.

K. Notwithstanding any of the previous conditions, and without limiting any of those conditions, an Applicant will be deemed to be ineligible for any TFH program if any one or more of the following is the case:

1. Any member of the Applicant household has been previously evicted from a TFH Unit within the past

three years.

2. A member of the Applicant household has committed fraud in connection with any Puyallup tribally funded program, or has failed to disclose previously committed fraud in connection with any Puyallup tribally funded program.
3. The Applicant has provided false information on the application.
4. The Applicant has refused or failed to complete required forms or to supply requested information. For the purposes of this subsection, "refused or failed" means not providing the information to TFH program staff within ten (10) business days of being requested to do so by staff.
5. Any member of the Applicant household has a history of abuse of or damage to units.
6. Any member of the Applicant household has a history of abusing or being a nuisance to neighbors.
7. Any member of the Applicant household has been convicted of any criminal activity, including but not limited to selling or using illegal drugs.
  - a. Such Applicant will not be eligible until three years have passed from the date of the offending member's conviction or one year has passed from end of incarceration, (whichever was later) where the conviction is for:
    - i. any felony;
    - ii. any drug-related crime (whether felony or misdemeanor violation); or
    - iii. any misdemeanor crime of violence, including domestic violence.
  - b. Where the member's conviction is for any other misdemeanor or violation not covered by Section V(K) (7) (a) or (7) (d) of this Policy, such Applicant will not be eligible until one year has passed from the date of the offending member's conviction or end of incarceration

(whichever was later).

- c. Where a household member of the Applicant is currently involved in a pending court case involving charges of criminal activity, that Applicant's application shall be suspended until the court case is resolved. A pending court case is a case in which there has not yet been any determination of guilt or innocence. Once there has been a determination that the member is guilty, then the ineligibility conditions and timelines set out in Section V(K)(7)(a) or (b) apply. However, if the determination is that the member is innocent, or the charges have been dropped; and, provided that the household member was not found guilty and not convicted of criminal activity, the household member will be eligible.
  - d. If any household member of the Applicant has been convicted of driving under the influence of intoxicants, the family will still be eligible if the member provides documentation within ten (10) business days of a TFH program requesting it demonstrating that he or she is in full compliance with any court order or stipulation regarding said conviction. Provided, however, that if that member has three or more convictions within the past three years for driving under the influence of intoxicants, the Applicant will be ineligible unless that member is removed from the household.
- 8. Any member of the Applicant household is a registered sex offender or conviction of any sex offense.
  - 9. Any member of the Applicant household is a non-citizen of the United States and does not have legal immigration status.
  - 10. Any household member of the Applicant participates in Gang-Related Activity, as that term is defined in the Puyallup Tribal criminal code, whether or not such person has been convicted of such activity in a criminal prosecution.

11. Other historical actions or characteristics determined by the Director to be inappropriate for participation in TFH housing programs.
- L. *Notice of Ineligibility:* Applicants who have applied for housing, and who, for any reason, have been determined to be ineligible will be notified in writing, the reasons for their ineligibility. All information relative to the rejection of an Applicant shall be documented and placed in the Applicant's file for future reference.
- M. *Confidentiality.* A TFH program shall keep all Applicant information confidential, except as required to perform work-related functions.

SECTION VI. ELIGIBILITY CERTIFICATION

Once the application is complete, the application must follow the Eligibility Certification Procedure. The Eligibility Certification reviews and verifies that the application process and supporting documents meet the eligibility requirements of this Policy in accordance with the Puyallup Tribe Housing Code.

SECTION VII. WAITING LISTS

- A. TFH programs shall establish and maintain a waiting list for each of the various TFH programs. These lists and the underlying data on which they are based (date of application, priorities and preferences), may be maintained in an electronic data system and printed out as written lists, so long as the priorities and preferences set out in this section are applied as required.
- B. Each Applicant determined to be eligible to participate in TFH programs shall be notified that their name will be placed on the applicable waiting list for the program(s) for which they applied. All Applicants will receive notification of their eligibility by the phone number included in their application, followed by written email confirmation to the email address included in their application. Please note, notice of eligibility is not notice of unit availability.
- C. Eligible Applicants shall be placed on the appropriate waiting list maintained for the program for which they

have applied. TFH programs shall determine, at their sole discretion, the size Unit for which an Applicant is eligible.

- D. An Applicant may be on the waiting list for several TFH programs at one time.
- E. The application will be dated as of the day it is certified as complete by the TFH program. All eligible Applicants shall be placed on the appropriate waiting list, according to the date of application acceptance by the TFH program, in descending order, with the oldest application being first on the list.
- F. Process for selection from waiting list.
  - 1. As soon as practical after the TFH program determines that a Unit will become available for occupancy, the selection of eligible Applicants from the Waiting List to occupy TFH program managed units shall be made strictly adhering to this Policy.
  - 2. The certified eligible Puyallup Tribal Member Elder Applicant with the oldest application date on the waiting list for that size Unit in that program, will be selected. If there are no Puyallup Tribal Member Elder eligible Applicants available on the waiting list for that size Unit in that program, then the certified eligible Puyallup Tribal Member Applicant with the oldest application date on the waiting list for that size Unit in that program will be selected.
  - 3. If two Applicants have the same application date and are otherwise at the same priority status, the TFH program shall choose the Applicant with the highest score according to the Preference Criteria set out below.
  - 4. Preference criteria:

Veteran	1 point
Elderly	1 point
Disabled	1 point
  - 5. Notwithstanding the preference requirements set out above, if a Unit that is already configured to

provide for disabled access comes available, first preference will be given to any Applicant on the waiting list that has a family member with a disability that would be accommodated by the available Unit and that family will be selected and offered occupancy of that unit. If there are two or more such families on the waiting list, preference will be given to the family that has been on the waiting list for the longest period of time.

6. When an Applicant is selected from the waiting list, he or she must be re-verified as eligible under the TFH eligibility guidelines set out in these policies. If that Applicant is no longer eligible, the TFH program will then move on and select the next Applicant on the waiting list.
7. The TFH program staff shall be responsible for the notification of selection.
8. This method of selection is intended to ensure that nepotism, politics and favoritism are avoided during this process.
9. Applicants will always be treated in a respectful manner during the application and selection process.
10. The TFH program employees shall avoid any conflict of interest during the selection and admission process.
11. An Applicant will be considered to have refused a Unit that is offered if:
  - a. The Applicant informs the TFH program by any method that he or she is refusing the Unit; or
  - b. The Applicant fails to respond to the notice that the Unit is available within fourteen (14) days of the initial communication of the notice; or
  - c. The courtesy U.S. mail notice that the Unit is available sent to the Applicant at the address provided in the application is returned by the postal service as undeliverable for any reason.

12. If an Applicant is offered a Unit but refuses, the following procedures shall apply:
    - a. Upon refusal, the TFH program will move on to the next eligible Applicant.
    - b. Upon refusal, at the discretion of the TFH program director, the TFH program will move the Tribal member Applicant to the end of the Tribal member waiting list, with a new application date as of the date of the rejection.
- G. Managing Waiting Lists. Waiting lists shall be managed according to the following provisions:
1. Waiting lists will be updated on a regular basis. Waiting lists shall be updated as new information concerning individual Applicants is received and verified.
  2. If circumstantial data result in an Applicant being moved by TFH program from one list (program or Unit type) to another, there shall not be a change in the date and time of the application receipt, and that Applicant shall be placed on the new waiting list according to the date of the original application.
  3. Each Applicant shall be contacted annually, to update his or her application, and the TFH program shall reaffirm the Applicant's eligibility, interest and need for housing. This may be done by mail or by a documented telephone call.
  4. Any information or data received will become a part of the Applicant's file record.
  5. To remain on the waiting list, Applicants must inform the TFH program in writing of any changes in family composition or any other information that would impact the Applicant's eligibility, as they occur.
  6. If an Applicant provides information demonstrating a change in circumstances or family size, but the Applicant remains eligible and is recertified, the original date of the application shall remain the same for purposes of the Applicant's placement and



location on the applicable waiting list.

7. Any Applicant on a waiting list, that wishes to be removed from that list, must submit a written request to the TFH program. Otherwise, no eligible Applicant will be removed from the waiting list, except for failure to provide updated information in accordance with the application guidelines.
8. The TFH program reserves the right to close the waiting list for any program, and to suspend intake of new applications at any time. A TFH program may also set submission deadlines for participation in any particular project, program, or funding year.

#### SECTION VIII. SELECTION OF APPLICANTS

A. Applicants shall be selected according to the following provisions:

1. The waiting list shall be updated with the latest eligible Applicants and the Applicant whose name is at the top of the waiting list for the program and that size of Unit shall be selected to receive the unit, provided that Applicant is still eligible. Where a household member of the Applicant is currently involved in a pending court case involving charges of criminal activity, that family's application shall be suspended until the court case is resolved. Once the case is resolved, and providing that the household member was not convicted of criminal activity, the Applicant will be returned to the same position on the waiting list that they had before.
2. If the selected Applicant requires an accessible Unit for a household member with a disability, and the Unit available is not accessible, all reasonable means shall be taken to modify the Unit to accommodate the needs of the individual with disabilities. If the requested accommodations are not reasonable, the Applicant shall not receive the currently available unit, but shall remain at the top of the list.

B. *Notice of Selection.* Once the TFH program Director approves a selected Applicant, a Notice of Selection will be sent. The Notice of Selection shall not

constitute contractual obligations by either the TFH program or the Applicant.

- C. *Re-verification.* The Notice of Selection will indicate that the Applicant may sign a lease agreement, upon the TFH program's re-verification of the Applicant's eligibility to participate in the program. Changes in a family's eligibility under the eligibility requirements listed in this Policy may affect the Applicant's eligibility to participate in the TFH program.
- D. *Rejection of First Unit.* An Applicant may not reject the first Unit offered, and remain at the top of the list for the next available unit. The Applicant must notify the TFH program within fourteen (14) days after the Unit was offered. When this occurs, the Applicant next on the waiting list shall be offered the Unit except for alternates as provided above and so on until the Unit is accepted. If the Applicant rejects the first unit, at the discretion of the TFH Program Director, the Applicant shall be placed at the bottom of the waiting list and the date and time of rejection of the unit shall be considered the new date of application to that TFH program.

SECTION IX. OCCUPANCY STANDARDS

- A. In order to prevent overcrowded conditions and wasted space, the following schedule may be used to assigned units:

<b>NUMBER OF BEDROOMS</b>	<b>NUMBER OF PERSONS</b>
Studio	1-2
1 BR	1-2
2 BR	1-3
3 BR	3-6
4 BR	5-8
5 BR	7-10

- B. A TFH program may make exceptions to this schedule due to unusual circumstances.
- C. Factors that may be considered in making such exceptions include age and gender of children, potential changes in family composition, availability of Unit sizes, and other factors that the TFH program deems appropriate under the circumstances.

SECTION X. DETERMINING CONTINUED ELIGIBILITY/ABILITY TO REMAIN IN UNIT

- A. The Puyallup Tribe's mission is to provide safe, sanitary, and affordable housing to Puyallup Tribal Members.
- B. When an existing Program Participant household is no longer eligible to receive housing services from A TFH program because there is no longer a Puyallup Tribal Member in that household, the TFH program will provide the household three (3) months grace period to find alternative housing before being required to vacate.
- C. A TFH program is a housing provider and not a provider of health care or other social or supportive services. Program Participants are expected to be able to meet their requirements under their lease agreements, and a failure to do so may result in termination and eviction.
- D. There are occasions, however, where a change in a Program Participant's circumstances may render the Participant an individual with disabilities who is unable to meet his or her requirements to remain in the Unit, particularly in circumstances where the Participant resides in the Unit by him or herself.
- E. Individuals with disabilities will be provided with a "reasonable accommodation," if available, to allow them to continue to reside in their unit.
- F. When information comes to a TFH program's attention that a Program Participant's circumstances have changed such that the Participant may no longer be able to meet his or her requirements to remain in the unit, the TFH program shall promptly meet with the Participant to inquire as to whether the Participant needs or would like to request any accommodation that would enable him or her to remain in the Unit.
- G. If circumstances indicate, the TFH program will also work with the Participant's family, health care services provider(s), and any other service providers to determine if any accommodations may be made to permit the Participant to continue residing in the Unit.
- H. If the Participant becomes disabled, the TFH program

will examine the requested accommodations to determine if they are reasonable.

- I. If a reasonable accommodation can be made, the TFH program will implement it as soon as practicable.
- J. If the TFH program determines that the Participant is not disabled or that a reasonable accommodation cannot be made to enable the program Participant to remain in the Unit, the TFH program will take such steps as are necessary to transition the Participant out of the Unit. Such steps may include working with the Participant's family, health care services provider(s), and any other service providers to assist with the transition.

SECTION XI. SERVICE ANIMALS

- A. Reasonable Accommodation Regarding Request for Service Animal.
  - 1. Upon receipt for a reasonable accommodation to possess a Service Animal in a dwelling Unit, TFH staff will evaluate the request using the same principles applicable to all reasonable accommodation requests. Specifically, TFH staff shall consider the following:
    - a. Is the person seeking to use and live with the animal disabled?
    - b. Does the person making the request have a disability-related need for a Service Animal? In other words, does the animal work, provide assistance, or perform tasks or services for the benefit of an individual with a disability?
  - 2. If the answer to question (1a) or (1b) is "no," then the TFH program is not required to make a modification to its existing policy regarding pets, and the reasonable accommodation request may be denied.
  - 3. Where the answers to questions (1a) and (1b) are "yes," the TFH program is required to modify or provide an exception to its existing policy regarding pets to permit a disabled individual to live with and use a Service Animal(s) in all areas

of the Premises where persons are normally allowed to go, unless doing so would impose an undue financial and administrative burden, or would fundamentally alter the nature of the TFH program's services.

4. The request may also be denied if:
  - a. The specific Service Animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation,
  - b. The specific Service Animal in question does not have the required vaccinations necessary to ensure the health and safety of others, or
  - c. The specific Service Animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.
  - d. The specific Service Animal is not house-trained.
5. A determination that a Service Animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct.
6. If a Service Animal causes damage to the Unit or the common areas of the dwelling, the TFH program may charge the Program Participant for the cost of repairing the damage (or deduct it from the standard security deposit imposed on all Program Participants).

B. Documentation.

1. A TFH program may ask persons with disabilities that are not readily apparent or known to the TFH program, to submit reliable documentation of a disability and their disability-related need for a Service Animal.
2. A disabled person who requests the TFH program to

allow them to live with a Service Animal, must provide documentation showing the Service Animal is certified.

- C. Service Animal Agreement. If approved, the Tenant must sign a Service Animal agreement with the TFH program.

SECTION XII. USE OF TFH UNITS

- A. Program Participants and the TFH program are jointly responsible to the Tribe and future generations for ensuring that TFH Units are used properly and are well maintained, consistent with applicable program regulations.
- B. It shall be the responsibility of each Program Participant to show respect for the Units managed by TFH programs by keeping the Unit and grounds in a decent, safe and sanitary condition at all times.
- C. When the need for maintenance arises, Program Participants shall inform the TFH program as provided in applicable program regulations and the lease agreements.
- D. Instances of serious abuse or misuse of the Unit (including but not limited to damaging, defacing, vandalizing, destroying or removing part of the Unit), or failure to provide basic routine or non-routine maintenance as provided in the specific program policy and lease agreement shall be sufficient cause for termination from all TFH programs.
- E. Participants in TFH programs shall use their Unit as their principal residences during the term of the lease agreement. A Program Participant may **not** own or use a residence other than the TFH Unit. Failure to use the Unit as the primary residence may disqualify a Program Participant from all TFH programs.
- F. *Pets:* No pets are allowed in TFH rental Units. Any Program Participant who is found to be in violation of this policy will be assessed in an amount of \$75.00 per day for each violation and may be disqualified from all TFH programs.
- G. *Smoking.* Smoking is prohibited inside any TFH Unit (including the garage). Smoking is permitted out of

doors in common areas, but failing to dispose of cigarette butts and other litter in appropriate trash receptacles is strictly prohibited. Failure to properly dispose of cigarette butts or other litter will subject the Program Participant to clean up fees charged by the TFH program.

- H. Program Participant may **not** make any modifications or alterations to the Unit. If Tenant makes modifications, such modifications must be removed at Tenant's expense. If the TFH removes the modifications, the cost of such removal will be immediately due and owing by Program Participant to the TFH program.
- I. Program Participant shall not erect any aerial, antenna or TV dishes on the exterior of the Unit. Program Participant will not install or have installed any additional wiring on the exterior or interior of the Unit for telephones, televisions or any other electrical appliances. Electrical or communications equipment of any kind that interferes with neighboring Tenants or residents are not allowed.
- J. Program Participant may not install any window brackets or rods, additional locks on any of the interior or exterior doors or install cameras. Program Participant may not re-key any of the locks.
- K. Program Participant may not alter the yard, trees, shrubs, bushes, or landscape design in any way.
- L. Program Participant must also abide by any other use restrictions specific to the program.
- M. *Sublease/Assignment/Transfer Prohibited.* Program Participants may not sublease, assign, or otherwise transfer their interest in any TFH Unit.
- N. *Guests.* Program Participants are permitted to have overnight guests stay in their Premises. Program Participants must provide information regarding the potential overnight guests who stay longer than one week to the TFH program, who, at the discretion of the TFH program, may carry out a background check to determine whether the person is suitable to be on TFH grounds. No overnight guest may stay in a Program Participant's Premises for more than fourteen (14) days cumulatively, over the course of a calendar year.

- O. Program Participants and members of their households, guests, and persons under their control are prohibited from planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, or preparing marijuana or any illegal substance in violation of Subchapter 7 of the Puyallup Tribal Criminal Code or any other applicable State or Federal drug laws in a TFH Unit or on TFH property.
- P. Program Participants and members of their households, guests, and persons under their control are prohibited from lighting, selling, buying, or storing fireworks in a TFH Unit or on TFH property. Also, storing of fireworks stands is prohibited in a TFH Unit or on TFH property.

### SECTION XIII. INSPECTIONS

- A. All Units managed by a TFH program are subject to the inspection requirements of this Section, as well as the inspection requirements of the specific program policy.
- B. Program Participants are obligated under this Policy to participate in pre-occupancy, annual, pre-move out and final move out inspections. Failure of a Program Participant to participate in the required inspections may result in termination of the Program Participant's participation in the TFH program.
  - 1. *Pre-Occupancy Inspections:* Prior to the move in or no later than the date of occupancy, the Program Participant and the TFH program will conduct a pre-occupancy inspection to document the existing condition of the Unit. The pre-occupancy inspection will become part of the Program Participant's file, and will be used for future reference, should the rental agreement be Terminated.
  - 2. *Inspections During First Year of Occupancy.* During a Tenant's first year of occupancy of a Unit, the TFH program will conduct inspections as needed, as determined at the TFH program's discretion, but not less than once every three months.
  - 3. *Annual Inspections:* After a Tenant's first year of occupancy of a Unit, the TFH program will conduct an inspection of each Unit at least once annually,



and more often if deemed necessary by the TFH program Director, to ensure that such Unit is being properly used and maintained. The annual inspection also documents the condition of the Unit for the Program Participant's file, and provides the TFH program with a basis for providing counseling on Unit use or routine maintenance.

4. *Pre-Move Out Inspection:* The pre-move out inspection is scheduled at the time the Program Participant gives the TFH program a thirty (30) day notice of intent to move out and terminate participation in the TFH Program. The pre-move out inspection is conducted to provide the Program Participant with assistance in maintenance items that are required to be repaired/replaced or cleaned prior to the Program Participant vacating the Unit. The TFH program will perform an inspection of the Premises whenever it takes action to terminate a rental agreement. The Premises may be inspected prior to the Program Participant moving out.
  5. *Final Move-Out Inspection:* The final move-out inspection documents the condition of the Unit at the time the TFH program regains possession of the Unit. Any items needing repair or replacement beyond "normal wear and tear," or cleaning, will be documented for the TFH program file.
- C. *Decent, Safe and Sanitary Conditions:* Notwithstanding any other provision of this or any other TFH program Policy, the TFH program has the right and obligation to make inspections of a Unit at any time, with prior notification to the Tenant/Program Participant, if the TFH program has reason to believe that part of the interior or exterior of the Unit is not maintained in a decent, safe, clean and sanitary condition. Notification will be in writing, allowing the Program Participant at least 48 hours prior notice of the inspection.
- D. A TFH program shall have the right to enter the Unit without prior notice to Program Participant if the TFH program reasonably believes that an emergency exists which requires entrance.
- E. All Units shall be subject to methamphetamine and

fentanyl testing as part of the move-in process, as well as for any Tenant requesting a transfer from one TFH Unit to another, as described in the TFH program Methamphetamine/Fentanyl Contamination Testing Policy and/or lease agreement. Program Participants will be required to sign a consent to have their personal belongings tested for methamphetamine and fentanyl under certain circumstances.

#### SECTION XIV. ORIENTATION

- A. Each Program Participant is required to participate and cooperate fully in an official pre-occupancy orientation. Failure, without good cause, to participate in the counseling program may result in termination of the program Participant's eligibility for, and participation in, the TFH Program.
- B. *Pre-Occupancy Orientation:* The pre-occupancy orientation session takes place prior to execution of the applicable program agreement. This session informs the Applicant of the TFH Program requirements and procedures, and provides instruction on the proper use of appliances and equipment. Specifically, the rental agreement is reviewed, and the TFH program will answer any questions to ensure that the program participant understands and accepts his/her responsibilities. Pre-occupancy orientation will also be required for any Tenant transferring from one Unit to another Unit.

#### SECTION XV. PROGRAM VIOLATIONS

- A. Program Participants commit a Program Violation by committing any of the following, or when any child, member of the Participant's household, guest, or other person under Participant's control commits any of the following (whether or not Participant is aware of the activity):
1. Failing to submit requested documents in a timely manner.
  2. Failing to report Applicant's home ownership or rental status. A Program Participant may not own or rent another home while under a TFH program lease agreement.

3. Vacating the Unit in violation of the applicable program agreement and Policy.
4. Failing to use or maintain the Unit as required under the applicable program agreement and Policy.
5. Conducting themselves personally, or permitting members of the household, or any guests or any other persons under their control to conduct themselves in a manner that:
  - a. Is criminal activity, including drug-related criminal activity;
  - b. Is disruptive of their neighbors' right to "quiet enjoyment" of their units (TFH program will maintain a record of all complaints);
  - c. Is activity that threatens the health and safety of, or right to peaceful enjoyment by, other residents or employees of TFH program (TFH program will maintain a record of all complaints);
  - d. Is activity that threatens the health and safety of, or right to peaceful enjoyment by, persons residing in the immediate vicinity of the Premises;
  - e. Is Gang-Related Activity (as such activity is defined in this Policy and/or as it may hereafter be defined in the Puyallup Tribal Code);
  - f. Involves driving under the influence of intoxicants, provided that the household will not be evicted if the member provides documentation within ten (10) business days of TFH program requesting it demonstrating that he or she is in full compliance with any court order or stipulation regarding said conviction. Provided further, however, that if that member has three or more convictions within the past three years for driving under the influence of intoxicants, the family will be evicted unless that member is removed from the household.

6. Failing to make payments required under the applicable program agreement and Policy.
  7. Failing to abide by the terms and conditions of any applicable program agreement or any applicable TFH program policy.
  8. Failing to abide by all applicable legal requirements for possession of any firearms, and failing to disclose any firearms present in the Premises with TFH program.
  9. Knowingly allowing a registered sex offender or person with a sex offense conviction into their Premises no matter what the duration of time such person is on the Premises.
  10. Using a TFH Unit for a purpose prohibited by Section XII of this Policy.
  11. Violating any other TFH program Policies and/or the lease agreement.
- B. Program Participants commit Fraud under Puyallup tribal law by:
1. Knowingly failing to disclose home ownership.
  2. Transferring assets to obtain or retain false eligibility.
  3. Using a false identity or false social security number.
  4. Using false documents.
  5. Falsifying the number of household members.

SECTION XVI. OPPORTUNITY FOR CORRECTIVE ACTION

- A. Program Violations and Fraud are grounds for termination and eviction of the Program Participant. However, at TFH program's sole discretion, if the circumstances warrant, the TFH program may provide Program Participant an opportunity to take corrective action consistent with this Section.

- B. When the TFH program becomes aware of a violation(s) and determines that it is appropriate to provide Program Participant an opportunity to take corrective action, the TFH program shall notify the Program Participant of the violation in writing.
- C. If possible, the TFH program will work with the Program Participant to develop a work plan to correct the violations.
- D. If corrections are not possible or if the circumstances do not warrant permitting Program Participant opportunity to correct, the TFH program may proceed directly to termination of the Program Participant's participation in the TFH program, as provided in this Policy, the applicable program agreement and policy, and the Puyallup Tribal Housing Code, Subchapters 6 and 7.

#### SECTION XVII. PAYMENTS AND COLLECTIONS

- A. This section, and the procedures set out herein, are intended to be implemented in concert with the applicable program rental agreement. The purpose of this section is to inform Program Participants of the TFH guidelines for the collection of rent and other payments. The objective of these procedures is to collect the amounts owed to the TFH program, and to ensure the continuation of adequate housing services while providing for the safety and well-being of residents.
- B. Utilities. Tenants are required to maintain and ensure the continued provision of utilities to their Premises, including water, electric, garbage pickup, and wastewater sewage. Failure to do so will be considered a program violation and may result in termination and eviction.
- C. Due Date:
  - 1. Rent payments are due on or before the first day of each month.
  - 2. Fees for utilities and fees from work orders and/or maintenance are due on the first day of the month following the date the Program Participant is invoiced for such charges.

3. A late fee will be charged if any balance remains on the Program Participant's account according to the following:
  - a. After the 10<sup>th</sup> day of the month, for rent, utility fees, and/or maintenance fees.
  - b. Work Order Fees: Tenants must make full payment on any work order no later than 30 days after receipt of the work order from the TFH program.
  - c. Failure to make payment by the 30<sup>th</sup> day after rent, utility fees, work order fees, and/or maintenance fees are due will be grounds for termination and eviction.

D. Where and How to Make Payments

1. Rent, other payments, and fees due to the TFH program shall be made in accordance with the TFH program lease agreement.
2. Program Participants shall be strongly encouraged to participate in employer payroll deduction programs, so that rent is automatically paid each month.
3. The amount of monthly rent payments and late fees are defined in the applicable rental agreement.
4. Where a Program Participant takes possession and occupancy of a Unit after the first day of the month, that Program Participant shall make a pro-rated rent payment to the TFH program, for that first month's possession and occupancy, based on the number of days he or she will actually possess and occupy the Unit for that month.

E. Partial Payments: Partial payments will **not** be accepted.

F. Late Payment Fees.

1. Program Participants are expected to pay monthly rent payments by the first of every month.
2. Program Participants are expected to pay fees for utilities, and fees from work orders and/or

maintenance, within thirty (30) days of the date the Program Participant is invoiced for such charges.

3. The TFH program will assess a late fee on any resident who fails to make full payment by the date due.
  - a. A **ten** (10) **day** grace period is given to Tenants. If full payment of monthly rent, utility fees, work order fees, and/or maintenance fees is not made within ten (10) days of when it is due, the TFH program will assess a late payment fee of \$25.00 per week. The late payment fee will be due immediately.
4. If payment is not made within five (5) days of the due date, the late payment fee will be due immediately.

G. Insufficient Funds

1. If a payment is not honored by a financial institution and is not received by the TFH program, it is not considered payment, and if full payment is not made by the required date, the late fee will be charged.
2. Any Program Participant who presents the TFH program with two NSF checks over any period of time, will no longer be permitted to make payment by check, and any check for payment received after that time will be returned, and it will not be considered payment.

H. Allocation of Payments

Where a Tenant owes a TFH program for unpaid rents, work order charges or other charges assessed, payments made to the TFH program by the Tenant shall be applied in the following order:

1. Unpaid work order charges.
2. Unpaid rent arrearages.
3. Current month's rental payment.

I. Timetable for Notice of Payment Delinquency

1. Keeping track of payments is the responsibility of each Program Participant. Payments are due without demand or notice. Failure to make timely payments will result in the assessment of a late fee and, where applicable, termination of the pertinent rental agreement. The notices to be sent out pursuant to this section are a courtesy by the TFH program, to inform the Program Participant that he or she is delinquent on a payment due. A failure by the TFH program to send such a notice will not remove the delinquency or abate the late charge.
2. Notice of Payment Delinquency:

The TFH program will post a Notice of Payment Delinquency on the Tenant's door and/or send by regular mail if, after the 5th day of the month, Tenant does not make full payment for rent, utility fees, work order fees, and/or maintenance fees. This notice will contain the following:

- i. The date of the notice.
- ii. The date the rent payment or other charges or fees were due.
- iii. The total amount owed, including the late payment fee.

J. Notice of Termination or Notice to Comply or Quit.

1. If rents are not paid by the **30<sup>th</sup>** day of each month, the TFH program shall send a Notice of Termination/Notice to Comply or Quit.
2. Per Puyallup Tribal Code 6.01.610(f), each "Notice to Terminate/Notice to Comply or Quit" shall contain substantially the following language:

*The TFH hereby gives you notice that you are to comply with the lease agreement] entered into on [Date], or quit possession or occupancy of the dwelling Unit now occupied by you at [here insert the address or other reasonable description of the location of the dwelling unit], on or before the [here insert the date - minimum of 7 days] for nonpayment of rent in accordance with*



*aforementioned lease agreement. Signed, [here insert the signature, name and address of the landlord, as well as the date and place of signing].*

3. **Additionally**, the Notice should contain the following information:
  - a. The date of the notice.
  - b. The date the rent and other charges were due.
  - c. Statement of how much is owed the TFH program.
4. Service of Notice. Per Puyallup Tribal Code § 6.12.620, the Notice must be in writing and served on the Tenant in the following manner:
  - a. Delivery must be made by an adult person eighteen (18) years of age or older.
  - b. Delivery will be effective when it is:
    - i. Personally delivered to a Tenant with a copy delivered by certified mail; or
    - ii. Personally delivered to an adult living in the Premises with a copy delivered by certified mail; or
    - iii. Personally delivered to an adult agent or employee of the Tenant with a copy delivered by certified mail.
  - c. If the notice cannot be given by means of personal delivery, or Tenant or Homebuyer cannot be found, the notice may be delivered by means of:
    - i. Certified mail, return receipt requested, at the last known address of the landlord or Tenant; or
    - ii. Securely taping a copy of the notice to the main entry door of the Premises in such a manner that it is not likely to blow away, and by posting a copy of the

notice in some public place near the Premises, including a tribal office, public store, or other commonly frequented place and by sending a copy first class mail, postage prepaid, addressed to the Tenant at the Premises.

- d. Proof of service shall be accomplished either by affidavit or other manner recognized by law.

**Note: Additional Requirements Specific to Particular Agreements.** Each of the TFH program agreements (Rental Agreement) may have specific requirements as to how the Notice should be served, and additional language required to be set out in such Notice. The TFH staff will review the specific applicable program agreement, and will follow the additional requirements set out therein.

K. Payback Agreements. If the Tenant does not come into compliance or vacate the Unit, but does express an interest in working out a payback agreement, the TFH program may enter into such an Agreement, at its sole discretion, if it determines that the circumstances are appropriate. Payback Agreements must meet the following criteria:

1. A Payback Agreement may not exceed 12 months in duration, provided that the TFH program, in its sole discretion, may extend this period under certain circumstances where the TFH program determines it would place an undue hardship on the Tenant to have to repay arrears in full within 12 months.
2. A Payback Agreement must require the Tenant to repay one-third (1/3) of the arrears immediately, provided that the TFH program, in its sole discretion, may modify this requirement if the TFH program determines it would place an undue hardship on the Tenant to comply.
3. If a Tenant misses a payment under the Payback Agreement, he or she will be required to voluntarily enter into a payee program (either through the Tribe or another payee entity).

4. If Tenant, after missing a payment, does not enter a payee program, or fails to make any payment after doing so, the entire amount of arrears will become immediately due and payable, and the TFH program will move forward with filing a court action for eviction.
  5. A Payback Agreement does not rescind the termination process, but places it in suspension. The Payback Agreement must contain express acknowledgements by the Tenant that he or she is in default, that he or she was properly served with all required notices, that his or her rental agreement was terminated according to the TFH program procedures, that the TFH program has grounds to terminate and evict, that if the Tenant violates the agreement the TFH program may immediately file an eviction action, and that the Payback Agreement may be used as evidence in such court action.
- L. Court Action. If the Tenant does not come into compliance or voluntarily vacate the Unit at the end of the time period set out in the Notice to Terminate/Notice to Comply or Quit, the TFH program shall file a complaint in Tribal Court seeking eviction of the Tenant in compliance with the Puyallup Tribal Code, §§ 6.12.700-775.
1. After the filing of the complaint and related documents, and service of the summons and complaint on the Tenant, the TFH program may discuss settlement options with the Tenant. The TFH program will inform the court that a settlement has been reached if agreement has been made to resolve the outstanding amount. The TFH program will include the costs of any amounts included in the civil complaint and request for judgment in the settlement or arrangement. The settlement or arrangement shall include language that in the event the defendant breaches the agreement, the case shall be automatically reopened and heard in court for an immediate eviction.
  2. TFH programs reserve the right to seek resolution of the case and settlement prior to the court hearing and final ruling.

3. If the TFH program succeeds in the court action, the TFH program may seek an order requiring the Tenant to pay the TFH program's court costs and attorney fees.

SECTION XVIII. GROUND FOR TERMINATION AND EVICTION

- A. A TFH program may terminate the participation of a Program Participant in that TFH program and begin the eviction process from the Unit they occupy for any "Program Violation" or "Fraud" as defined in this Policy or in the applicable program policy and/or lease agreement.
- B. Criminal Activity, Disturbance of Peaceful Enjoyment, Threats to Health and Safety. A TFH program shall terminate and begin the eviction process on Program Participant if Program Participant, any member of Program Participant's household, and any guests or other persons under Program Participant's control engage in any of the following activities:
  1. Violence or any criminal activity, including drug-related criminal activity, whether on or off the Premises in violation of the Puyallup Tribe's Criminal Code or other applicable state and federal laws.;
  2. Activity that threatens the health and safety of, or right to peaceful enjoyment by, other residents or employees of the TFH program;
  3. Activity that threatens the health and safety of, or right to peaceful enjoyment by, persons residing in the immediate vicinity of the Premises; or
  4. Gang-Related Activity (as such activity is defined in the Puyallup Tribal Code and/or by TFH program regulations or policies).

For termination and eviction for violation of this subsection, it shall not be necessary that Program Participant (or any of the other covered persons) to have been criminally convicted of the activity. The TFH program may terminate and begin the eviction process if a preponderance of the evidence demonstrates that a violation of this Section has occurred.

- C. The TFH program shall terminate and begin the eviction process if Program Participant fails to properly maintain the Unit after being notified and provided an opportunity to resolve the violation.
- D. TFH may terminate and begin the eviction process if Program Participant fails to make timely payments of amounts due to the TFH program under the applicable program policy and agreement, as described in Section XVII, above.
- E. A TFH program shall terminate and begin the eviction process if Program Participant, any members of Tenant's household, any of Program Participant's guests, and any other persons under Program Participant's control fail to comply with the provisions of the TFH program alcohol and drug policies and/or TFH program lease agreement.
- F. The TFH program shall terminate and begin the eviction process if Program Participant commits any serious or repeated violation of the applicable program agreement, this Policy, or any other applicable TFH policies, Puyallup Tribal law or regulations.
- G. The TFH program will carry out such termination and eviction consistent with the provisions of the applicable program agreement and policies, and the applicable provisions of the Puyallup Tribal Code.

SECTION XIX. NOTICE OF VACANCY; ABANDONMENT OF UNIT

- A. The Program Participant is responsible to provide the TFH program with a thirty (30) day written notice of his or her intent to terminate their participation in a TFH program.
- B. Upon receipt of the Notice, the TFH program will schedule a pre-move-out inspection, which will allow the Program Participant to provide needed repairs or replacements, if any, prior to vacating the Unit.
- C. If a Program Participant vacates the Unit without notice, the TFH program shall take the following actions in accordance with Puyallup Tribal Housing Code 6.12.560:

1. Where the Program Participant has vacated the Unit without notice to the TFH program, and does not intend to return, as evidenced by the removal by the Program Participant or his/her agent, of substantially all of his/her possessions and personal effects from the Premises and any one of the following situations:
  - a. Nonpayment of rent for two or more months, or shorter periods as provided in Puyallup Tribal Housing Code 6.12.560;
  - b. Terminated water or electrical utility, service for more than one month;
  - c. An express statement by the Program Participant that he/she does not intend to occupy the Premises after a specified date;
  - d. Incarceration of Program Participant for a period of more than one month, if there are no other members of Program Participant's household and if Program Participant has not sought and obtained permission from the landlord to sublease the home during that period of time; or
  - e. Occurrence of an emergency situation at the Premises that could have been avoided by presence of Program Participant, including but not limited to water-, fire-, or weather-related damage.
  
2. The TFH program shall send notice to the Program Participant at his/her last known address by certified mail, return receipt requested, stating that:
  - a. The TFH program has reason to believe that the occupant has abandoned the dwelling unit,
  - b. The TFH program intends to reenter and take possession of the dwelling Unit unless the occupant contacts the TFH program within ten (10) days of receipt of the notice,

- c. If the Program Participant does not contact the TFH program, that the TFH program intends to remove any possessions and personal effects remaining in the Premises and to rent the Premises, and
    - d. If the Program Participant does not reclaim such possessions and personal effects within sixty (60) days after the notice, they will be disposed of in accordance with § 6.12.765 of the Puyallup Tribal Housing Code. The notice shall be in clear and simple language and shall include a telephone number and a mailing address at which the TFH program can be contacted.
  - 3. If the notice described in subsection 2 above is returned as undeliverable, or if the Program Participant fails to contact the TFH program within ten (10) days of the receipt of said notice, the TFH program may reenter and take possession of the dwelling Unit, at which time any rental agreement in effect shall terminate.
  - 4. Notwithstanding any other provision of this Policy, TFH program staff may enter the Premises immediately if there is an emergency situation in which the TFH Director (or his or her designee) determines it is necessary, to prevent damage or harm to the Premises or to any neighboring persons or Premises.
  - 5. The landlord need not comply with the judicial eviction procedures set forth in Subchapters 6 and 7 of the Puyallup Tribal Housing Code to obtain possession of a dwelling unit, if that dwelling Unit has been determined to be abandoned consistent with these procedures.
  - 6. If there is abandoned property that is of cultural, religious, or ceremonial significance, the TFH program has an affirmative duty to locate next of kin and/or contact the Tribe in order to return these items.
- D. If repairs are necessary, the Program Participant will be responsible for all costs. A copy of the charges

will be forwarded to the last known address of the Program Participant.

- E. If adequate payment arrangements are not made by the Program participant, the TFH program shall bypass any forbearance procedures and file a claim in the Puyallup Court against the Program Participant for arrears and/or damages.

SECTION XX. LEAVING WITH A DELIQUENCY

- A. Program Participants that have debt balances (including fees) after termination, shall be processed through court proceedings for a judgment if a payback agreement with the Program Participant cannot be executed or successfully followed.
- B. Program Participants who have been Terminated and who have debt balances with the TFH program, will not receive future housing assistance from a TFH program until those debts have been paid in full.
- C. The TFH program will charge all costs incurred in the collection of debts to the Program Participant through the Program Participant's account.
- D. Upon vacating the Unit, Program Participants will be responsible for the costs of all necessary repairs to place the Unit in satisfactory condition for the next Program Participant.
- E. Upon failure of a Program Participant to fulfill his or her maintenance obligations, the TFH program will perform the required maintenance and charge the Program Participant's accounts accordingly.

SECTION XXI. MISCELLEANOUS

- A. In the event a Unit managed or operated by a TFH program is damaged or destroyed by fire or other casualty, and the TFH program determines that the Unit should not be repaired or rebuilt, the TFH program shall assist the resident Program Participant as follows:
  - 1. Place the Program Participant in another available Unit without terminating the applicable program agreement; or



2. Place the resident Program Participant at the head of the waiting list with highest possible number of points for preference category "A".
  3. If the final determination is that the Unit should be repaired or rebuilt, Program Participant will be required to vacate the Unit. The TFH program will endeavor to provide alternate housing to Program Participant until such time as the Unit is repaired or rebuilt.
  4. In the event of termination of a program agreement because of damage or destruction of the unit, or if the Unit must be vacated during the repair period, the TFH will use its best efforts to assist in relocating the Program Participant. If the Unit must be vacated during the repair period, required monthly payments shall be suspended during the vacancy period.
- B. There are a number of other TFH policies that are relevant to Program Participants, including but not limited to the Drug and Alcohol Policy, the Methamphetamine/Fentanyl Contamination Testing Policy, and the Maintenance, Maintenance Charges and Housing Standard Policy. There are also TFH policies specific to certain TFH programs. All other TFH policies are hereby incorporated by reference into this Policy, and Program Participants are required to become familiar, and comply with, the obligations set out in those policies.