

# **SUMMIT LAKE PAIUTE TRIBE**

## **RENTAL ASSISTANCE**

### **PROGRAM POLICY**

This policy and procedures were adopted by the SUMMIT LAKE PAIUTE TRIBE by Resolution SL-07-2018 on June 30, 2018. Revised on November 15, 2018 by Resolution SL- 28 -2018. Revised on July 18, 2020 by Resolution SL-71-2020. Revised August 6, 2022 by Resolution SL-34-2022.

#### **Policy Statement**

The governing body (Council) of the SUMMIT LAKE PAIUTE TRIBE recognizes the need to develop a program that provides assistance to low income tribal members whose needs cannot be met through the existing housing programs. This program is created to supplement current housing by providing rental assistance to eligible families currently living off the Summit Lake Reservation. SUMMIT LAKE PAIUTE TRIBE will implement the Tenant Based Rental Assistance Program in a manner consistent with the overall mission of the Summit Lake Paiute Tribe Housing Programs.

#### **1. Definitions**

##### **a. Adjusted Income**

1. The term 'adjusted income' means the annual income that remains after excluding the following amounts:

(A). YOUTHS, STUDENTS, AND PERSONS WITH DISABILITIES- \$480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household) -

(i) who is under 18 years of age; or

(ii) who is 18 years of age or older and a person with disabilities or a full-time student.

(B). ELDERLY AND DISABLED FAMILIES- \$400 for an elderly or disabled family.

(C). MEDICAL AND ATTENDANT EXPENSES- The amount by which three percent (3%) of the annual income of the family is exceeded by the aggregate of -

(i) medical expenses, in the case of an elderly or disabled family; and

(ii) reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.

(D). CHILD CARE EXPENSES- Child care expenses for the care of children under the age of 18 to the extent necessary to enable another member of the family to be employed or to further his or her education.

(E). EARNED INCOME OF MINORS- The amount of any earned income of any member of the family who is less than 21 years of age.

(F). TRAVEL EXPENSES- Excessive travel expenses, not to exceed \$25 per family per week for employment or education related travel.

**b. Annual Income**

1. The definition of Annual Income shall be the anticipated income from all sources expected to be received during the next 12 months by all family members. Per **24CFR1000.10 (b) (3)**, which states that annual income shall be the “Adjusted gross income as defined for purposes or reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes”.
2. If an applicant or participant’s annual income is sporadic and not consistent from one year to the next (farming, firefighting, etc.), the Summit Lake Paiute Tribe may use the average annual income earned over the most recent three (3) years when determining eligibility and calculating monthly payments.

**c. Disabled Family**

1. The term ‘disabled family’ means a family whose head of household or spouse is a person with a disability.

**d. Drug Related Criminal Activity**

1. The term ‘drug-related criminal activity’ means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as such term is defined in section 102 of the Controlled Substances Act).

**e. Elderly and Near-elderly Families**

1. The terms ‘elderly family’ and ‘near elderly families’ means a family whose head (or his or her spouse), or whose sole member, is an elderly or near-elderly person, respectively. Such terms include two or more elderly persons or near elderly persons living together, and one or more such persons living with one or more persons determined by the Summit Lake Paiute Tribe to be essential to their care or well being.

**f. Elderly Person**

1. The term ‘elderly person’ means a person who is at least 55 years of age.

**g. Family**

1. Family is defined as a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person. Head of Household must be at least 21 years of age to qualify.

**h. Full Time Student**

1. A person who is enrolled in a certified educational institution, such as a vocational school with a certificate or diploma program or an institution offering a college degree and is carrying a subject load that is considered full-time for students under the standards and practices of the institution attended.

**i. Grievance**

1. Any complaint against a decision of the Summit Lake Paiute Tribe that is allowed in accordance with the Summit Lake Paiute Tribe housing grievance policy and procedures.

**j. HUD**

1. The U.S. Department of Housing and Urban Development.

**k. Indian**

1. Any person recognized as being an Indian or Alaska Native by an Indian Tribe, the Federal government or any state.

**l. Indian Area**

1. The term 'Indian area' means the area designated by the Summit Lake Paiute Tribe.

**m. Indian Tribe**

1. The term 'Indian tribe' means a tribe that is a federally recognized tribe or a State recognized tribe.
2. The term 'federally recognized tribe' means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians pursuant to the Indian Self-Determination and Education Assistance Act of 1975.
3. The term 'State recognized tribe' means any tribe, band, nation, pueblo, village, or community that has been recognized as an Indian tribe by any State.

**n. Low Income Family**

1. The term 'low-income family' means a family whose income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

**o. Median Income**

1. The term 'median income' means the greater of -
  - i. the median income for Summit Lake Paiute Tribe Indian area, which the Secretary shall determine; or
  - ii. the median income for the United States (state and/or county) that shall be an addendum to these procedures.

**p. NAHASDA**

1. The Native American Housing Assistance and Self-Determination Act passed by the U.S. Congress in 1996.

**q. Payment Assistance**

1. The factors used to determine the amount of assistance to be paid to the owner on behalf of the participant are:
  - a. Adjusted annual income of the family
  - b. Fair Market Rent for counties in the Summit Lake Paiute Tribe service area as determined by HUD. The Fair Market Rent figures for each respective county shall be attached as appendices to this policy and shall be updated when published by HUD.
2. The assistance amount a family will be eligible to receive will be the fair market rent (for the size of unit the family is eligible to rent according to the occupancy standard) minus 30 percent of the family's adjusted monthly income. If 30 percent of the applicant's income meets or exceeds the fair market rent, the applicant is not eligible for assistance.

**r. Persons with Disabilities**

1. The term 'person with disabilities' means a person who –
  - (i) has a disability as defined in section 223 of the Social Security Act;
  - (ii) is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment which -
    - (a) is expected to be of long-continued and indefinite duration;
    - (b) substantially impedes his or her ability to live independently; and
    - (c) is of such a nature that such ability could be improved by more suitable housing conditions; or has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act.

Such term shall not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted under NAHASDA, solely on the basis of any drug or alcohol dependence.

**s. Tribal Member**

1. An enrolled member of the Summit Lake Paiute Tribe, a federally recognized tribe.

**t. Veteran**

1. A person who has served in active Military Service of the United States at any time and who shall have been discharged there from under conditions other than dishonorable.

**2. General Information**

**a. Eligibility**

1. The eligibility criteria for assistance utilizing this program shall be the same as those described in the Summit Lake Paiute Tribe adopted Eligibility, Admissions and Occupancy Policy and Procedures.
2. Applications received from any family or person(s) not meeting the established criteria will be referred to other state or local agencies for housing assistance.
3. Applicants who owe Summit Lake Paiute Tribe money are not eligible to receive assistance.
4. Applicants who have been previously terminated or evicted from any program administered by Summit Lake Paiute Tribe are not eligible to receive assistance.
5. A participant may not receive rental assistance while receiving the benefit of any other form of housing subsidy for the same dwelling unit.
6. Assistance provided through this program shall only be available in the state of Nevada.

**b. Term**

1. Rental assistance may be provided for up to one years for a non-elderly family.
2. Elderly families may be provided rental assistance for as long as they comply with the terms of this program.
3. If an applicant is non-elderly and they wish to re-apply, all applicants will be treated case-by-case.

**3. Leases**

**a. Approval of Lease**

1. All lease terms must be for a term of one year automatically renewed at the end of the year unless a 30-day notice is provided by the participant or owner of intent not to renew the lease. Such notice must be provided by the party giving notice to Summit Lake Paiute Tribe. The owner is not required to continue with a one-year lease after the initial lease period and may opt to change to a month-to-month lease after the first year.

2. Summit Lake Paiute Tribe will provide the participant a copy of the applicable landlord and tenant laws along with and housing discrimination laws and a list of NAHASDA requirements to give to potential owners to assist them in submitting an acceptable lease.
4. Upon receipt of the proposed lease, the Summit Lake Paiute Tribe will review it and determine if there are any unlawful provisions in the lease and that all the necessary provisions as defined in Section 207 of NAHASDA are included.
5. If any unlawful provisions are found, the Summit Lake Paiute Tribe will require the landlord to strike them. If the owner is not willing to strike them, the lease will be disapproved.
6. If there is any necessary information missing from the lease in accordance with NAHASDA, the Summit Lake Paiute Tribe will require the landlord to put these items in writing as an addendum to the lease. If the landlord refuses to add the necessary lease information to the lease, the lease will be disapproved.
7. If the lease covers all necessary provisions required and are determined to have no unlawful provisions, the Summit Lake Paiute Tribe will approve the lease.
8. The Summit Lake Paiute Tribe is not a party to the lease and assumes no responsibility in its enforcement.

#### **4. Housing Standards**

##### **a. Minimum Housing Quality Standards (HQS)**

1. The Summit Lake Paiute Tribe will utilize the adopted housing quality standards in determining if the unit is a decent, healthy and safe place to live.
2. The Summit Lake Paiute Tribe will provide the participant with information to assist them in finding housing that meets the minimum requirements.

##### **b. Inspections**

1. The Summit Lake Paiute Tribe will conduct, or arrange to have conducted, a pre-occupancy inspection utilizing the adopted Housing Quality Standards and inspection form to insure the unit is a healthy, safe, and decent place to reside prior to approval of assistance payments. If the unit does not pass the inspection, assistance can be approved if the landlord is willing to make necessary repairs to bring the unit up to the minimum requirements. If the landlord is not willing to make the repairs, assistance cannot be approved.
2. The Summit Lake Paiute Tribe will also conduct special inspections if it is reported that the dwelling no longer meets the minimum requirements and the owner is unwilling to make the necessary repairs. If it is determined that the unit no longer meets the minimum requirement, the Summit Lake Paiute Tribe will request the necessary repairs in writing to the landlord. If the landlord is unwilling to make the repairs, the Summit Lake Paiute Tribe will allow the tenant to transfer to a unit that does meet the requirements.

3. If the participant causes damage to the unit, it is the owner's responsibility to take appropriate action in accordance with the lease and state and local law.

## **5. Payments**

### **a. Execution of agreements for assistance payments**

1. Once the lease and the unit have been approved, and the owner has signed the agreement to abide by the owner obligation statement, the Summit Lake Paiute Tribe will sign a contract with the owner for the assistance payment amount showing the effective date of payments and the amount of the monthly payment.
2. If a participant moves into a unit during the month rather than at the beginning of the month, the assistance payment will be pro-rated for the remaining days left in the month and a check will be issued within three working days. The assistance payment will be made thereafter on or before the first day of each month. The participant is not responsible for the approved assistance payment made by the Summit Lake Paiute Tribe.
3. Maximum rental assistance will be \$500.00 a month, with a max. total of \$6,000.00 per year.

## **6. Transfers**

### **a. When allowed**

1. Transfers will not be allowed during the initial lease period unless both parties are willing to break the lease and there is good cause to break the lease as determined by the Summit Lake Paiute Tribe.
2. Transfer requests after the initial lease period will be approved only under the following conditions:
  - (i.) The dwelling no longer meets HQS standards (not caused by the participant) and the owner refuses to make the necessary repairs.
  - (ii.) The family needs a smaller or larger unit in accordance with occupancy standards.
  - (iii.) The family needs to relocate closer to work or school, or medical facilities, or for safety reasons such as an act or threat of violence against the family (transfer for these reasons, must be verifiable).
  - (iv.) The owner does not wish to renew the lease.

## **7. Certification Requirements**

All participants will be required to be recertified at six months but at least annually in accordance with the adopted Eligibility Policy to determine if they are still eligible for the program and if the assistance amount needs to be adjusted.

All participants who are over income for the program at the time of re-certification will be given at least 30 days notice of termination. The owner will also receive a copy of this notice.

## **8. Obligations**

### **a. Participant Obligations**

1. When the participant's lease and unit are approved, the participant must sign an agreement to fulfill and abide by the required obligations for participation in the program as shown below. Any breach of the participant obligations is grounds for termination of assistance.
2. The family must:
  - (1.) Supply the Summit Lake Paiute Tribe with any information that the Summit Lake Paiute Tribe determines to be necessary for use in a regularly scheduled re-examination or interim re-examination of family composition and income.
  - (2.) Disclose and verify social security numbers.
  - (3.) Supply any information requested by the Summit Lake Paiute Tribe to verify the family is living in the unit or information related to family absence from the unit.
  - (4.) Notify the Summit Lake Paiute Tribe and the owner in writing at least 30 days prior to moving out of the unit or terminating the lease.
  - (5.) Use the assisted unit for residence by the family only. The unit must be the family's only residence.
  - (6.) Request Summit Lake Paiute Tribe and landlord approval to add any other family members as occupants of the unit.
  - (7.) Give the Summit Lake Paiute Tribe a copy of any owner eviction notice, or notice of lease termination.
  - (8.) Pay all utility bills and the portion of the rent the participant is responsible for (if any).
3. The family must not:
  - (1.) Own or have interest in the rental unit or have any relatives with interest in the rental unit.
  - (2.) Commit any serious or repeated violation of the lease.
  - (3.) Commit fraud, bribery or any other corrupt criminal act in connection with the program.
  - (4.) Participate in illegal drug activity or violent criminal activity.
  - (5.) Sublease or let the unit or assign the lease or transfer the unit.
  - (6.) Receive any other housing subsidy for the same unit or a different unit from any state, federal or local housing program.
  - (7.) Damage the unit or premises (other than normal wear and tear) or permit any guest to damage the unit or premises.
4. When a family breaks up:
  - (1.) If there are children included in the household, the assistance will remain with the parent who has custody and control of the children.
  - (2.) If children are split between the parents, the tribal member parent will retain the assistance.
  - (3.) If there are no children in the household, the assistance will remain with the tribal member.
  - (4.) Family members who are forced to leave as a result of violence will retain the assistance.

**b. Owner Obligations**

1. Prior to execution of the contract for assistance payment by the Summit Lake Paiute Tribe to the owner on behalf of the family, the owner must agree to the following obligations in the program and must sign a statement that they are willing to adhere to these obligations before assistance can be approved.
  - (1.) The owner is responsible for screening the participants for suitability as renters. The Summit Lake Paiute Tribe does not screen the tenants.
  - (2.) The owner is responsible for compliance issues concerning any and all conditions of the lease.
  - (3.) The owner is responsible for providing the Summit Lake Paiute Tribe with a copy of any eviction or lease termination.
  - (4.) The owner must notify the Summit Lake Paiute Tribe if any participant vacates a unit.
  - (5.) The owner must provide the Summit Lake Paiute Tribe with a copy for approval of any changes to the lease during the tenancy of a participant of this program.

**c. SUMMIT LAKE PAIUTE TRIBE - Obligations**

1. The Summit Lake Paiute Tribe is responsible for payment of the assistance amount to the owner each month by the first of each month.
2. The Summit Lake Paiute Tribe is responsible for conducting an inspection prior to approval of the unit, and for special inspections if the participant reports it that the unit no longer meets the minimum required standards and the damages were caused by maintenance neglect of the owner.
3. The Summit Lake Paiute Tribe is responsible for conducting re-certifications for continued eligibility of participants at least annually.
4. The Summit Lake Paiute Tribe is responsible for providing notice to the landlord and participant if Assistance amounts change or cease.

**9. Terminations**

**a. Terminations by the owner**

1. During the term of the lease the owner may not terminate tenancy except for:
  - (1.) Serious or repeated violations of the terms of the lease.
  - (2.) Violations of state, federal or local law that relate to occupancy or use of the unit.
  - (3.) The owner desires to use the unit for personal use, or desires to sell or renovate the property.
  - (4.) The owner may not terminate tenancy for non-payment of the Summit Lake Paiute Tribe assistance payment.
  - (5.) The owner must give the tenant written notice of the grounds for the termination and provide a copy of any such notice to the Summit Lake Paiute Tribe. Any such notice must be in conformance with local or state law.

**b. Termination of Tenancy by the Participant**

1. The family may terminate tenancy after the first year of the lease.

2. Terminations during the first year are allowed only if the owner agrees to release the family from the lease in writing and the participant meets the requirements for a transfer.
3. The family must provide the owner and the Summit Lake Paiute Tribe with a copy of the notice of termination in accordance with the lease.
4. The family may also terminate the lease if the owner breaches Housing Quality Standards and refuses to repair the unit after notification in writing of the necessary repairs.

**c. Termination of Assistance by the SUMMIT LAKE PAIUTE TRIBE**

1. The Summit Lake Paiute Tribe may terminate family assistance for any of the following reasons:
  - (1.) Any violation of family obligations.
  - (2.) Convicted of illegal drug activity or violent criminal activity.
  - (3.) Failure of family to sign and submit verification documents for re-certification.
  - (4.) If the family moves out of the unit.
  - (5.) If the family breaks up.
  - (6.) If the owner fails to maintain unit in accordance with Housing Quality Standards.
  - (7.) If available program funding is insufficient to support continued assistance for the families.

## **Appendix A**

**HUD established Fair Market Rents**

## **Appendix B**

**HUD established Income Limits**

**<http://www.huduser.org/datasets/fmr.html>**

## **Appendix C**

**Summit Lake Paiute Tribe's Housing Quality Standards**