

SUMMIT LAKE PAIUTE TRIBE **SECURITY DEPOSIT AND FIRST MONTHS** **RENT PROGRAM POLICY**

This policy and procedures were adopted by the SUMMIT LAKE PAIUTE TRIBE by Resolution SL-02-2021 on January 9, 2021.

Policy Statement

The governing body (Council) of the SUMMIT LAKE PAIUTE TRIBE recognizes the need to develop a program that aids low-income tribal members whose needs cannot be met through the existing housing programs. This program is created to supplement the initial cost of moving into a unit by providing the Security Deposit and First Months Rental assistance needed in securing a rental. This program is designed for eligible families currently living off the Summit Lake Reservation. SUMMIT LAKE PAIUTE TRIBE will implement the Security Deposit and First Month's Rent 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 wellbeing.

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. Assistance for initial Security Deposit will be provided up to \$1000.00 in addition to assistance provided for first month's rent up to \$1,000.00
 - a. Assistance provided will be based on the cost of security deposit and first month's rent and is not to exceed \$2,000.00.

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 based on 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 Policies & Procedures. (i.e., meets the definition of a Low-income family; must be at least 21 years of age; must be a member of the Summit Lake Paiute Tribe, etc.)
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.

b. Term

1. Security Deposit and first month's rental assistance will only be provided one time a year.
2. Assistance approval is based on Annual Income rather than Adjusted Income.

3. Leases

a. Approval of Lease

1. All lease terms must be for a term of one year.
2. Summit Lake Paiute Tribe will not be a party to the lease.

4. Payments

a. Execution of agreements for assistance payments

1. Once the lease has been approved and the owner has signed the agreement to accept payment from Summit Lake Paiute Tribe with a final security deposit and first month's rent amount written, a check will be cut directly to the landlord.
2. If the assistance provided does not satisfy the security and first month's rent; the applicant will be responsible for the difference.

5. Obligations

a. Participant Obligations

1. When the participant's lease is 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 and repayment of the amount in full to Summit Lake Paiute Tribe.
2. The family must:
 - (1.) 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.
 - (2.) 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.
 - (3.) Use the assisted unit for residence by the family only. The unit must be the family's only residence.
 - (4.) Give the Summit Lake Paiute Tribe a copy of any owner eviction notice or notice of lease termination.
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.) Sublease or let the unit or assign the lease or transfer the unit.
 - (3.) Receive any other housing subsidy for the same unit or a different unit from any state, federal or local housing program.

b. Owner Obligations

1. The owner is responsible for providing the Summit Lake Paiute Tribe with a copy of any eviction or lease termination.
2. The owner must notify the Summit Lake Paiute Tribe if the participant vacates a unit.

c. SUMMIT LAKE PAIUTE TRIBE - Obligations

1. The Summit Lake Paiute Tribe is responsible for payment of the assistance amount to the owner before the move-in date.

6. Terminations

a. Termination of Tenancy by the Participant

1. Applicant agrees that if they vacate the premises or are evicted within six (6) months of the lease agreement for the unit that SLPT provided the assistance for; the applicant will repay the full amount of assistance back to Summit Lake Paiute Tribe.
2. Applicant agrees that at the end of the lease, if any deposit is returned by the landlord; applicant will return it to the Summit Lake Paiute Tribe Housing Department.

Security Deposit and First Month's Rent Assistance

1. Applicant Name: _____
2. SLPT Enrollment #: _____
3. Did you read this policy: Y/N
4. Current Address: _____
5. Phone #: _____
6. Msg #: _____
7. List ALL persons living in the household: List any additional persons on another sheet of paper.

NAME	Relationship	DOB	Age	SSN	Working Y/N
	Applicant				

8. Requesting Amount: Security Deposit: _____ 1st month's rent: _____

9. In your own words, please describe why assistance is being requested:

10. Income:

Household Member	Name of Employer	Address of Employer	Employer Contact #	Rate of Pay	Frequency of Pay	Total Annual Income

Please include all earned income, unearned income, general assistance, unemployment, family support, child support, TANF, SSI, SSA, etc. and provide proof of income received (ex. pay checks, award letters, court orders, etc.). If you have no income please complete the Self-Certification/Statement of No Income included

11. Self-Certification/Statement of No Income:

I, _____, certify that I have no income and therefore, I submit the following statement of how I am presently living with no income:

Signature: _____ Date: _____

I CERTIFY that the information given to the Summit Lake Paiute Tribe Housing Department including family composition, income and deductions is accurate and complete to the best of my knowledge and belief. I understand that false statements or information is punishable under Federal Law and that it may result in my being disqualified for housing assistance. Further, I understand that if assistance is provided, I may be required to repay all program monies expended on my behalf if such misrepresentations are discovered later.

Signature: _____ Date: _____

Print Name: _____

AGREEMENT in accordance with Summit Lake Paiute Tribe's Security Deposit and First Month's Rent Assistance Program:

I hereby agree that if I vacate or am evicted within six (6) months of my lease agreement for the unit that I received assistance for, I will repay the full dollar amount that was provided by Summit Lake Paiute Tribe to Summit Lake Paiute Tribe's Housing Department.

I further agree that at the end of my lease, if any of the deposit is returned to me by the landlord, I will return the amount to Summit Lake Paiute Tribe.

If I fail to abide by the terms of the agreement, I will no longer be eligible for any further assistance through the Housing Department's Programs.

Signature: _____ Date: _____

Print Name: _____ SSN: _____

Housing Manager Signature: _____ Date: _____

Authorization for Release of Information

Organization requesting Release of Information: (Full Address of requestor and telephone)

Summit Lake Paiute Tribe
2255 Green Vista Dr. Suite 402
Sparks, NV 89431
Phone: (775) 827-9670 Fax: (775) 827-9678

You are required to sign a consent form authorizing: (1) The Summit Lake Paiute Tribe (SLPT) to request verification of salary and wages from current or previous employers; (2) SLPT to request wage and unemployment compensation claim information from the state agency responsible for those benefits including online sources; (3) Any other agency or other entity which SLPT may request information regarding your application/unit or, i.e. BIA, IHS, Tribal Entities, and any other Public Entities as required and if necessary (4) SLPT to request a copy of your income tax return from the US Internal Revenue Service. The law also requires independent verification of income information. Therefore, SLPT may request information from financial institutions to verify your eligibility and level of benefits. (5) As required by Section 208 of the Native American Housing Assistance and Self-Determination Act (NAHASDA) (codified at 25 U.S.C. § 4138), Indian tribes or TDHEs are permitted to obtain criminal history records of current and prospective tenants of housing assisted with grant amounts provided to such tribes or TDHEs under this Act for purposes of applicant screening, lease enforcement, and eviction.

Who Must Sign the Consent Form: Each member of your household who is 18 years of age or older must sign this consent form. Additional signatures must be obtained from new adult members joining the household or whenever member of the household become 18 years of age.

Failure to Sign Consent Form: Your failure to sign the consent form may result in the denial of eligibility or termination from the assisted housing program. Denial of eligibility or termination of benefits is subject to the SLPT's grievance procedures or informal hearing procedures.

Information may also be obtained directly from: (a) current and former employers concerning salary and wages and (b) financial institutions concerning unearned income (i.e., interest and dividends), (c) criminal history records thru police departments, other law enforcement agencies and tribal court.

I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last five years when I have received assisted housing benefits and any other agency or entity regarding my unit.

Consent: I consent to allow Summit Lake Paiute Tribe to request and obtain criminal history and income information from the sources listed on this form for the purpose of verifying my eligibility or continued participation in the SLPT's programs. I understand that SLPT receives income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form expires 15 months after signed, _____.

Required Signature(s):

Date

Head of Household/Applicant Signature

Social Security Number (Head of Household)

Other Adult Family Member Signature

Social Security Number (Other Family Member)

Other Adult Family Member Signature

Social Security Number (Other Family Member)

Other Adult Family Member Signature

Social Security Number (Other Family Member)