

POLICY FOR SUBSTANCE ABUSE
AND
DRUG FREE HOUSING

Washoe Housing Authority (which administers the Mutual Help Homeownership Opportunity Program, the Low Rental Program, the Home Improvement Program (HIP), and other housing programs) implements these provisions as approved by the Washoe Housing Authority Board of Commissioners at its regular monthly meeting held on the 8th day of September 2005 and amended on the 10th day of April 2008.

I. SUBSTANCE ABUSE AND DRUG FREE HOUSING

In consideration of the execution of a Mutual Help and Occupancy Agreement for the Mutual Help Homeownership Program or the Lease for the Low Rental Program of a dwelling unit or the receipt of a HIP home or home improvement or the receipt of any other benefit administered by Washoe Housing Authority, the potential Homebuyer and/or Tenant and/or Recipient agrees as follows:

- A. The Homebuyer/Tenant/Recipient, any member of the household, or any guest or other person(s) under the Homebuyer's/Tenant's/Recipient's control shall not engage in criminal activity, including substance abuse or drug-related criminal activity, on or off premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use (including having any detectible quantity of a controlled substance within the person's system no matter when or where ingested), being under the influence, or possession with intent to manufacture, sell, distribute, or use, of controlled substance (as defined in the Controlled Substances Act (21 U.S.C. 801, *et. seq*).
- B. The Homebuyer/Tenant/Recipient, any member of the household, or any guest or other person(s) under the Homebuyer's/Tenant's/Recipient's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off premises.
- C. Homebuyer/Tenant/Recipient, any member of the household, or any guest or any person under the Homebuyer's/Tenant's/Recipient's control will not permit the dwelling unit or its surrounds to be used for, or to facilitate criminal activity, including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest or any person under the Homebuyer's/Tenant's/Recipient's control.
- D. The Homebuyer/Tenant/Recipient, any member of the household, or any guest or any person under the Homebuyer's/Tenant's/Recipient's control will not engage in any drug related criminal activity at any location, whether on or off premises.
- E. The Homebuyer/Tenant/Recipient, any member of the household, or any guest or other person(s) under the Homebuyer's/Tenant's/ Recipient's control shall not

engage in acts of violence or threats of violence on or off premises, including, but not limited to, the unlawful discharge of firearms on or near any Washoe Tribal Reservation or Colony or property.

F. VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE MUTUAL HELP AND OCCUPANCY AGREEMENT, THE LOW RENTAL LEASE, AND/OR ANY OTHER AGREEMENT (WRITTEN OR UNWRITTEN) FOR PARTICIPATION IN A WASHOE HOUSING AUTHORITY PROGRAM WHICH SHALL BE GOOD CAUSE FOR TERMINATION OF THE LEASE AND/OR THE PARTICIPATION AGREEMENT.

1. A single violation of any of the above provisions of this Policy shall be deemed a serious violation and a material non-compliance with the Mutual Help and Occupancy Agreement and/or Low Rent Lease and/or participation agreement. It is understood and agreed that a single violation shall be a good cause for termination of the Mutual Help and Occupancy Agreement and/or Low Rent Lease and/or participation agreement and will result in automatic termination and eviction. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.
2. In the case of a termination for violation of this Policy for Substance Abuse and Drug Free Housing the normal grievance procedures afforded under the Washoe Housing Code or other related policies are not available. The matter will proceed expeditiously to a court proceeding to afford the tenant an opportunity for hearing after notice of the allegations.
3. The Washoe Housing Authority will not object to Washoe Tribal Court ordered drug testing under two conditions: First, the Homebuyer/Tenant/Recipient must pay for the drug testing. Second, the drug testing must be random and over a six month period. Any Homebuyer/Tenant/ Recipient may only go through drug testing one time during his/her occupancy.

Signed: _____ Date: _____
(Homebuyer/Tenant/Recipient)

WHA Representative: _____ Date: _____