

Criminal and Drug Related Activity Policy

These policies and procedures were adopted by the WHA Board of Commissioners
by
Resolution #09-WHA-15; xx-xx-2009
Revised by Resolution #13-WHA-15; October 10, 2013;
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Add: Methamphetamine Contamination Testing Policy by
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Washoe Housing Authority is governed by the Native American Housing Assistance and Self-Determination Act (NAHASDA) of 1996, which prohibits both criminal and drug-related criminal activity by tenants, family members, and guests of tenants and/or family members on or off premises.

Section 1. Applying for Washoe Housing Authority [WHA] Services

When an application is received by the Authority for housing or any other assistance programs with the WHA and the head of household or a member of the household composition has engaged in criminal activity, including drug related criminal activity as defined herein, the following policies shall apply. The periods of ineligibility contained in these policies shall apply to on-reservation housing assistance programs only. All other requirements apply to all applications for all types of assistance from the Authority.

A. Drug.-Related Criminal Activity including Possession of Drug Paraphernalia

If the Authority has clear and convincing evidence that the applicant or member of the applicant's household composition is engaging or has engaged in drug-related criminal activity or possession of illegal drug paraphernalia, the applicant shall be ineligible for on-reservation housing assistance services with the Authority for a period of seven (7) years from the date of the last such occurrence, except in cases of drug manufacturing, sales, and/or distribution, in which case the applicant shall be permanently ineligible for services from the Authority. Upon expiration of the seven (7) year ineligibility period, the applicant must, as part of his or her application for assistance, provide written documentation from a medical professional that all person(s) listed on the application involved in the drug-related criminal activity or possession of illegal drug paraphernalia, have successfully completed an approved rehabilitation program or that such rehabilitation program was deemed by the medical professional as unnecessary.

B. Criminal Activity

If the Authority has clear and convincing evidence that the applicant or a member of the applicant's household composition is engaging or has engaged in criminal activity, the applicant shall be ineligible for on-reservation housing assistance services with the Authority for a minimum period of seven (7) years from the date of the last such occurrence. Upon expiration of the seven (7) year ineligibility period, the applicant must, as part of his or her application for assistance, provide a court order or written documentation from his or her probation officer or professional counselor that all person(s) listed on the application involved in the criminal activity have successfully completed all requirements of the court and that the crime was not one listed below in Section 30(1). If the Authority has clear and convincing evidence that an applicant or a member of the household composition has engaged in a sexual or violent crime listed or referred to in that Section 3D(I), the applicant shall be penitently ineligible for on-reservation housing assistance.

Section 2. Termination of Washoe Housing Authority Services

A. Thirty-Day (30) Notice of Termination of Services/Eviction

The Authority may terminate on-reservation services by providing a termination notice of not less than thirty (30) calendar days, if the Authority has clear and convincing evidence that a tenant, any members of the tenant's household, or a guest or other person under the tenant's control is engaging or has engaged in criminal activity, as defined below under Section 3, that:

1. Threatens the right to peaceful enjoyment of the Authority premises by other tenants or employees of the Authority; or
2. Threatens the peaceful enjoyment of their premises by person(s) residing in the immediate vicinity of the Authority's premise.

B. Three-Day (3) Notice of Termination of Services/Eviction

The Authority may terminate on-reservation services by providing a three (3) day termination notice if the Authority has clear and convincing evidence that a tenant, any member of the tenant's household, or a guest or other person under the tenant's control is engaging or has engaged in the following:

1. Drug-related criminal activity, as defined under Section 3;
2. Possession of illegal drug paraphernalia, as defined under Section 3;
3. Activity that threatens the health or safety of other tenants or employees of the Authority and/or the Tribe; or
4. Activity that threatens the health or safety of person(s) in the immediate vicinity of the Authority's premises.

A tenant is in violation of the Criminal and Drug-Related Activity Policy whether or not the tenant has knowledge of the illegal activity. If the drug-related criminal activity or criminal activity is first reported to the Authority by the tenant or a member of the household composition and the tenant and/or reporting party can ensure to the satisfaction of the Authority that the drug-related criminal activity or criminal activity will not recur, termination of the Authority's on-reservation services will not be mandatory. If the Authority receives clear and convincing evidence of any recurrence of the drug-related criminal activity or criminal activity the Authority may immediately terminate services, without notice.

In the case of termination for violation of the Criminal and Drug-Related Activity Policy and/or the 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.

Section 3. Definitions

The following terms have the meaning and application in this policy set forth below.

A. "Authority" means the Washoe Housing Authority.

B. "Drug-Related Criminal Activity" means the illegal manufacture, sale, distribution, possession, use (including having any detectable 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*), or fraudulently obtaining or attempting to obtain a controlled substance, which activity occurs on or off properties under the management of the Authority. A specific criminal conviction is not required. Participating in drug-related criminal activity by an applicant or a member of his household composition will prevent that applicant from being eligible for on-reservation housing assistance for a period of seven (7) years from the date of the occurrence.

C. "Possession of Illegal Drug Paraphernalia" means the unlawful use or possession with the intent to use drug paraphernalia that occurs on or off properties under the management of the Authority. This includes all equipment, products, and materials of any kind that are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body an illegal drug, that occurs on or off properties under the management of the Authority. The standard of proof used to determine "possession of illegal drug paraphernalia" is clear and convincing evidence. A specific criminal conviction is not required. Possession of illegal drug paraphernalia by an applicant or a member of his household composition will prevent that applicant from being eligible for on- reservation housing assistance for a period of seven (7) years from the date of the occurrence.

D. "Criminal Activity" means unlawful or malicious activity that threatens the health, safety, or right to peaceful enjoyment of others including Authority and Tribal employees as set out below.

1. Criminal Activity that occurs on or off Authority Premises which will result in permanent ineligibility for on-reservation housing assistance includes but is not limited to the following:

Homicide, aggravated assault, stalking, indecent exposure, elder/child abuse, kidnapping, terrorism, sexual assault, sexual abuse of a child, obstructing a law officer, obstruction of justice, any weapons offense.

2. Criminal Activity that occurs on or off Authority Premises which will result in ineligibility for Authority on-reservation housing assistance for a period of seven (7) years includes, but is not limited to the following:

Assault, battery, intimidation, domestic violence, robbery, burglary, unlawful restraint, contributing to the delinquency of an underage person, arson, trespass, harboring runaway(s), custodial interference, possession of verified stolen property, habitual misdemeanor domestic violence, habitual driving under the influence, or other habitual crimes against persons or personal property - including the use of BB guns, air rifles, sling shots, and paint ball guns in or around Authority structures or premises.

One conviction for domestic violence within a period of seven (7) years will not disqualify an applicant or recipient from on-reservation services. Two convictions for domestic violence within a period of seven (7) years will likewise not automatically disqualify an applicant or a recipient from on-reservation services unless the BOC finds by clear and convincing evidence that a tenant or applicant, any member of the tenant's or applicant's household, or a guest or other person under the tenant's control poses a threat to the right to peaceful enjoyment of the Authority's premises by other tenants or employees of the Authority or to person(s) residing in the immediate vicinity of the Authority's premise. To protect the peaceful enjoyment of the Authority premises and/or the community, the BOC may apply special conditions to the lease of an applicant or a recipient of on-reservation services or any member of the household who has one or two misdemeanor domestic violence convictions within the prior seven (7) year period.

3. "Habitual" means any criminal or unlawful act which is committed on three or more occasions within a seven-year period.

Methamphetamine Contamination Testing Policy Washoe Housing Authority

Purpose

This policy and its related procedures are adopted to address the illegal manufacture, use or possession of methamphetamine (meth) in all units owned or managed by the Washoe Housing Authority (WHA). The WHA seeks to ensure that all families occupying and moving into its units have a safe and sanitary living environment.

Contamination caused by manufacturing methamphetamine, or by smoking, injecting, or snorting meth, is a major health concern within the boundaries of the Washoe Tribe of Nevada and California. Use or manufacture of methamphetamine by Tenants (as that term is defined below), or others in places where people live, sleep, eat or work can leave the premises severely contaminated with dangerous levels of toxic poisons and chemicals. Where there has been use or manufacture of methamphetamine in a WHA unit, the unit often needs to be decontaminated or remediated to levels safe for occupancy. This policy governs both the rights of Tenants and the circumstances under which WHA may enter a unit to test for evidence of methamphetamine use or manufacture. This policy establishes WHA policies for the following: grounds and procedures for testing units for methamphetamine use or contamination, consequences for Tenants whose units test positive for methamphetamine contamination, and Tenant obligations for testing, cleanup and other costs and damages.

Section I. Definitions

- A. "Washoe Housing Authority units" ("WHA units") mean all housing owned or managed by the WHA, and any other future development managed by the WHA, including both rental and homebuyer units.
- B. "Composite Testing" means the process used to check for the presence of methamphetamine residue. The composite or "grab sample" will be a collection from four different areas of the WHA unit.
- C. "Drug related criminal activity" means the illegal manufacture, sale, distribution, possession, 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.), or fraudulently obtaining or attempting to obtain a controlled substance, which activity occurs on or off properties under the management of the Authority. A specific criminal conviction is not required. Participating in drug-related criminal activity by a Tenant, a member of the household, guest, or other person under Tenant's control will prevent that applicant from being eligible for on-reservation housing assistance for a period of seven (7) years from the date of the occurrence or the date the Tenant was evicted or moved out of a contaminated unit, whichever is later, and satisfies the other requirements set forth in Section 8 of this

policy.

- D. "Guests" is any person, other than the Tenant, in or around a dwelling unit with the permission and consent of the Tenant.
- E. "Tenant" is the lessee(s), sub lessee(s), homebuyer or person(s) entitled under a lease, purchase agreement or lease/purchase agreement, HOPA, rental agreement, etc., to occupy a WHA unit to the exclusion of others.

Section 2. Inspection Procedures

Consistent with the standard WHA lease and homeowner occupancy agreement this Policy expressly authorizes WHA and its employees, agents or contractors to conduct composite testing for the presence of methamphetamine residue as follows:

- A. During annual or other routine WHA inspections of the units;
- B. Immediately following a Tenant moving out of a WHA unit after termination or expiration of Tenant's lease, and, at WHA's discretion, immediately prior to a Tenant moving into a WHA unit;
- C. Upon reasonable suspicion as set forth in Section 4 of this Policy.

Failure of a Tenant to consent to the composite methamphetamine testing as set forth above shall be deemed a violation of this Policy and may constitute grounds for termination of the Tenant's lease and eviction.

Section 3. Transfer

Tenants who request to transfer to another WHA unit will be required, prior to approval of the transfer, to submit their current unit to composite testing for the presence of methamphetamine residue. Refusal to allow such testing will result in denial of the request for transfer and will be deemed a material violation of the lease. A positive test for methamphetamine residue will be handled under the procedures set out in Section 6.

Section 4. Reasonable Suspicion Testing

This section sets out the circumstances that shall expressly establish reasonable suspicion to conduct methamphetamine testing of a WHA unit. This section does not supersede, rescind or modify the WHA policy on inspections and right to enter or the applicable lease or homeowner occupancy agreement, and methamphetamine testing of a unit may also be authorized pursuant to the foregoing WHA policy. The WHA has the authority to enter any WHA unit to test for methamphetamine use/manufacturing under any of the following circumstances:

- A. There has been documented drug-related or alcohol-related criminal activity, whether on or off WHA premises.
- B. There have been one or more incidents involving inebriation on WHA premises or rental assistance premises.
- C. There has been use of methamphetamine on or off the premises by the tenant, a member of the household, a guest, or another person under tenant's control, as indicated by a positive drug test for methamphetamine.
- D. The WHA unit has been searched pursuant to a search warrant issued by a court of a competent jurisdiction, or has been searched by law enforcement under exigent circumstances not requiring a warrant, and illegal controlled substances or drug paraphernalia were found in the unit during that search.
- E. Observations by a WHA employee, including but not limited to housing maintenance staff or employees whose duties include protection of the public health and safety, which would cause a reasonable person to believe that methamphetamine use or manufacturing activities have taken place in the unit. By way of illustration only, and without intending to be exhaustive, some examples of such observations include but are not limited to: strong chemical odors or toxic fumes, installation of fans and blowers, windows open and fans operating in cold weather, suspicious traffic to or from the unit, dead spots or burned areas in the grass and vegetation caused by dumping of toxic materials, a great deal of trash which contains unusual items, extensive or unusual security measures.
- F. A conviction or plea of no contest involving the Tenant, a member of the household, guest, or other person under Tenant's control in the unit on any drug related offense in any court of competent jurisdiction, provided that the investigation that supported the drug offense charge indicates that the drug related criminal activity involved the presence of methamphetamine use or manufacture in the WHA unit.
- G. A Tenant of a WHA unit may at any time request testing to be completed if the Tenant suspects use by any occupant, guest, other person under Tenant's control, or trespasser.

The basis for a "reasonable suspicion" determination should be documented in writing by a WHA staff person and supported by the corroboration of a supervisor or person of authority on the WHA staff, whenever feasible.

Section 5. Unit Methamphetamine Testing Procedures, When to Decontaminate, and Costs and Sanctions

- A. All preliminary composite testing shall be done by a trained staff or a certified testing contractor. A composite test consists of field-sampling four different areas of the unit at the discretion of the maintenance staff. All composite testing samples will be sent to a certified methamphetamine testing laboratory for confirmation. When the presence of methamphetamine contamination is confirmed, the level of contamination will be

documented by the laboratory report, which will determine the extent of remediation needed to return the unit to a level safe for habitation. All testing results, whether positive or negative, will be documented, and WHA will securely maintain the test results in accordance with applicable law and policy.

- B. The Tenant may be responsible to pay for the testing and remediation costs [1] if a test result is positive for methamphetamine above the safe habitation standard, or [2] if a non-detect baseline demonstrating that the unit was safe for habitation was established prior to the date that the Tenant moved into the unit.
- C. WHA has reviewed the relevant literature and standards adopted by other jurisdictions, and has adopted 1.5 ug/100 cm² as the threshold standard for methamphetamine contamination. If the test result for a WHA unit is below this standard, the unit shall be deemed safe for habitation, but if any of the test results for a unit are above this safe habitation standard, the WHA unit shall be deemed contaminated and unsafe for habitation.
 - 1. Based on the current information regarding the health risks associated with methamphetamine residue, WHA has determined that when there is a methamphetamine test indicating that a WHA unit is contaminated and unsafe for habitation, the Tenant must vacate the WHA unit and the unit must be decontaminated of such residue prior to residents being allowed to move back in.
 - 2. Prior to a Tenant moving in (which can be satisfied by testing after the prior Tenant vacates), each WHA unit will be tested for methamphetamine to establish a baseline demonstrating that the unit is safe for habitation. A positive result prior to move-in will require WHA to delay the Tenant move-in while the unit is decontaminated in pursuant to the residue clean-up procedures set forth in this policy.
 - 3. If a WHA unit is already occupied but no prior test has been conducted to establish a non-detect baseline demonstrating that the unit is safe for habitation, and the annual inspection methamphetamine test result indicates that the unit is contaminated and unsafe for habitation, the Tenant will be required to vacate the unit while the unit is decontaminated pursuant to the residue clean-up procedures set forth in this policy. The Tenant will be permitted to move back into the unit after the completion of the decontamination process, unless other corroborating evidence demonstrates, to WHA's satisfaction, that the methamphetamine contamination occurred as a result of the current Tenant's activities, or the activities of the members of the current Tenant's household, guests, or other person under Tenant's control, in which case WHA will automatically trigger eviction proceedings and proceed with the mutual termination agreement and eviction proceedings set for in Section 7 of this policy or, for Tenants participating in the homebuyer or rental assistance programs, terminate the Tenant's homebuyer or rental assistance program agreement. By way of illustration only, and without intending to be exhaustive, some examples of such corroboration include but are not limited to the examples of observations described in Section 4(E), above; positive tests for methamphetamine residue on

personal property in the unit.

4. If a WHA unit is already occupied and a prior non-detect baseline, demonstrating that the unit was safe for habitation, was established prior to the current Tenant moving in, and the annual inspection methamphetamine test result indicates that the unit is contaminated and unsafe for habitation, the Tenant will be required to vacate the unit immediately and WHA will trigger automatic eviction proceedings and proceed with the mutual termination agreement and eviction proceedings set for in Section 7 of this policy or, for Tenants participating in the homebuyer or rental assistance programs, terminate the Tenant's homebuyer or rental assistance program agreement.
5. If a methamphetamine test result conducted immediately after a Tenant moves out indicates that the unit is contaminated and unsafe for habitation, and a non-detect baseline, demonstrating that the unit was safe for habitation, was established prior to the date that the vacating Tenant moved in, WHA will notify the vacating Tenant of the positive test result and document the Tenant's violation of the WHA Drug and Alcohol Policies and the Tenant shall be subject to the renewal and reapplication conditions set forth in Section 8 of this Policy. WHA will also assess the decontamination costs against the vacating Tenant.

Section 6. Drug Residue Clean-Up Procedures

- A. If a WHA unit tests positive for methamphetamine above the safe habitation standard, the WHA or a contractor with the necessary professional expertise shall clean up and decontaminate the unit according to protocols to be adopted or approved by WHA. Such protocols must be in writing, and must comply with all applicable law and regulations for such work, observe all requisite safety regulations, and provide for the preservation of evidence of contamination.
- B. If a unit tests for methamphetamine contamination that is below the 1.5 ug/100 cm² threshold, WHA will follow the recommendations of its methamphetamine remediation contractor as to the steps to take to decontaminate the unit, if any. As set forth in Section 5 of this policy, such decontamination shall be at the cost of the Tenant, if it is deemed to be his or her responsibility.
- C. WHA staff will not be permitted to enter a unit contaminated above the 1.5 ug/100 cm² threshold unless accompanied by, following all safety instructions of, and under the supervision of a methamphetamine remediation contractor for the purposes of facilitating such remediation.
- D. Once the WHA unit is vacated by the household, WHA will board up the dwelling unit and restrict access until remediation is completed and the unit tests free of contamination. WHA shall post a statement on the entrance to the unit stating that

the unit has tested positive for methamphetamine contamination and that access is restricted. The Tenant will only be permitted to access the unit with the permission of WHA and under the supervision of WHA staff.

Section 7. Mutual Termination Agreements & Eviction Proceeding

- A. If WHA determines that testing and other circumstances demonstrate that methamphetamine contamination was caused by Tenant, a member of Tenant's household, a guest, or other person under Tenant's control the procedures set forth in this Section 7 shall apply.
- B. Mutual Lease Termination Agreement may be provided to the Tenant, in which the Tenant and the WHA shall agree on a date by which the Tenant must vacate and surrender the unit to WHA in order to avoid the commencement of court eviction proceedings. The Mutual Lease Termination Agreement can be presented to the Tenant at the same time a copy of the certified laboratory methamphetamine test results are provided to the Tenant. A Mutual Lease Termination Agreement shall not restrict WHA from filing for damages for decontamination of the unit, materials, labor for remediation, dumping fees, other cost recovery, and any other damage to the unit caused by the Tenant exceeding normal wear and tear.
- C. If the Tenant does not agree to sign the Mutual Lease Termination Agreement, the Tenant shall be served with a lease violation/termination notice and a notice to quit.
- D. WHA may file a complaint for unlawful detainer if the Tenant fails to vacate the premises as required in the lease violation/termination notice and notice to quit. The complaint will include a concise statement of the relief sought by WHA, including eviction of the Tenant, restoration of the unit to the possession of the WHA, an award for rent due to the date of eviction, and an award of damages incurred by WHA for methamphetamine testing, laboratory fees, decontamination of the unit, materials, labor for remediation, dumping fees, and any other damage to the unit caused by the Tenant. The WHA may also seek an award of costs incurred in bringing the action, including attorney's fees.

SECTION ____ . FORBEARANCE REGARDING EVICTION OR TERMINATION

- A. The Board of Commissioners may, in its sole discretion, forbear in the eviction of any person or the termination of any homebuyer agreement or rental assistance agreement under this policy if:
 - 1. The person demonstrates successful completion of a supervised drug or alcohol rehabilitation program approved by the WHA, including successful completion of any required follow-up treatment plan or other follow-up requirements; or
 - 2. The circumstances leading to the ineligibility no longer exist. For example, the individual involved in drug or alcohol use is no longer in the household; or

3. The Board of Commissioners determines that there are extraordinary circumstances (such as the welfare of a minor child) which warrant forbearance; and, the person completes or agrees to complete any other requirements the Board of Commissioners, at its sole discretion, may impose, including but not limited to periodic alcohol tests, drug tests, or other tests; or
 4. The person is participating in a supervised drug or alcohol rehabilitation program approved by the WHA and continues in full compliance with such program and any required follow-up treatment plan or other requirements, and the person completes or agrees to complete any other requirements imposed by the Board of Commissioners, including but not limited to periodic alcohol tests, drug tests, or other tests; or
 5. The person is participating in any required drug and alcohol assessments and complying with random urinalysis tests;
 6. The tenant, homebuyer or rental assistance participant promptly secured the removal of the offending household resident, visitor or guest from the premises, other than temporary removal.
- B. Any person desiring forbearance regarding eviction or termination shall have the burden of showing that the requirements for forbearance have been met. It shall be the sole responsibility of the Program Participant to provide full, complete, and accurate written documentation to WHA to demonstrate compliance with the requirements for forbearance, including but not limited to (a) monthly status reports from any drug and alcohol treatment provider showing continued compliance with treatment, if such treatment is a condition of forbearance, and (b) documentation from such provider showing successful completion of the program. Failure to provide such documentation to WHA within ten (10) business days of WHA requesting it shall be deemed a violation of the forbearance and grounds for eviction.
- C. Nothing in this section shall require forbearance regarding eviction or termination under any circumstances.
- D. The Board of Commissioners by separate resolution or board action, in its sole discretion, may delegate the authority to forebear regarding eviction or termination to any one or more of its members, members consistent with paragraphs (A)-(C) of this Section, to the Executive Director of the WHA, to any other suitable employee of the WHA or to any combination of the foregoing.
- E. The tenant, homebuyer or rental assistance participant who is granted forbearance must engage in the following:
- Tenant, homebuyer, or rental assistance participant must execute an addendum to their lease or homebuyer agreement acknowledging the benefit they are receiving and agreeing to certain conditions of residency in exchange for that benefit.

- If a WHA tenant or homebuyer, as a condition of forbearance, is going to attend inpatient treatment requiring him or her to be absent from the unit for more than 48 hours, and if there are no other WHA-approved adult members of the household who will continue to reside in the unit during that time, the tenant or homebuyer will give permission to WHA to lock down and board up the unit during the time he or she is in treatment, and to trespass any person or persons who attempt to enter the unit during that time.
- The tenant or homebuyer will also waive any claims against WHA for loss or damage to his or her property during the time he or she is absent from the unit for treatment.
- Tenant will still be required to pay rent due on the unit for the time he or she is in treatment.

A tenant, homebuyer or rental assistance participant may only be granted forbearance for two violations of this Policy, or a forbearance for one violation if the participant received a waiver of this Policy to enter the program. A third violation, after forbearance has been previously granted for two previous violations, or a second violation after one previous forbearance and a waiver, shall result in termination and eviction, with no possibility of forbearance.

Section 8. Renewal or Reapplication of the Tenant for Housing

Any Tenant (including members of that Tenant's household) who has been evicted from a WHA unit because methamphetamine contamination was caused by the Tenant, a member of the Tenant's household, a guest, or a person under the Tenant's control, or who signed a mutual termination agreement pursuant to Section 7 of this policy may be eligible to reapply for WHA assistance if and when each and every one of the conditions set forth below have been satisfied and the Tenant is deemed eligible on the basis of any other WHA policies, including but not limited to the Drug and Alcohol Policies.

- A. No less than seven years have passed since occurrence of the drug-related criminal activities or the date that the Tenant was evicted or moved out of the contaminated unit, whichever is later.
- B. The applicant must prove that he or she has received treatment for chemical dependency, abuse or addiction through a certified treatment facility. If the applicant was previously evicted because a member of the applicant's household used methamphetamine in the unit, but not the applicant, applicant will need to demonstrate that the member of the household received such treatment, unless applicant certifies that the individual who used methamphetamine has been removed from the household and will not be occupying or visiting the premises to be rented and applicant is willing to execute a lease addendum providing that it is a lease violation for such person to occupy or visit said premises.
- C. The applicant has demonstrated that he or she is law abiding and has no convictions other than minor traffic violations since the applicant was evicted or moved out of the contaminated unit.

- D. The applicant must have a referral letter from a certified Substance Use Disorder Coordinator, stating that he or she has the confidence and knowledge that the applicant is rehabilitated, that the applicant has fulfilled all the requirements of an outpatient program and/or other related treatment programs. If the applicant was previously evicted because a member of the applicant's household used methamphetamine in the unit, but not the applicant, applicant will need to demonstrate that the member of the household received such treatment, unless the individual who used methamphetamine has been removed from the household and will not be occupying or visiting the premises to be rented and applicant is willing to execute a lease addendum providing that it is a lease violation for such person to occupy or visit said premises.

- E. The applicant must have paid all unpaid rent that accrued prior to being evicted or moving out of the contaminated unit, the applicant must have paid for de-contamination costs incurred by WHA that were beyond normal tear and wear, and the applicant must have paid all other restitution and damages ordered by a court.

Upon satisfaction of each of the foregoing requirements, including submission of all required documents, the applicant will be required to complete an application for housing and will be placed on the housing waiting list. The WHA Housing Committee may, in its sole discretion, waive the ineligibility of an applicant in accordance with the authority set forth in Section 6 of the WHA Drug and Alcohol Abuse Policy (Chapter 10 of the WHA Personnel Policy).

Section 9. Policy Updates and Revisions

This section provides for annual review of this policy to ensure that this policy is updated on an annual basis due to changes in laws, HUD rules and regulations, and Tribal Ordinances. Any changes or amendments to this policy must have approval of the WHA BOC.

ACKNOWLEDGEMENT

I, _____, acknowledge that I am the Tenant residing in a unit located at: _____ that is owned or managed by the WHA in Washoe Indian Country. I further acknowledge that I have read and understand the foregoing WHA "Methamphetamine Contamination Testing Policy." I understand the consequences for me if I choose to violate this policy.

Tenant: _____

Date: _____

Co-Tenant: _____

Date: _____

WHA Executive Director: _____

Date: _____