

TENANT BASED ASSISTANCE POLICY

This Policy and Procedure was adopted by the WHA Board of Commissioners by
Resolution #06-WHA-06; November 10, 2005.
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Policy Statement

The WHA BOC recognize the need to develop a policy that provides assistance to low income tribal members whose needs cannot be met through the existing Low Rent or Mutual Help Programs. This policy is created to supplement existing WHA participants and applicants by providing housing related assistance to eligible families. WHA will implement the Tenant Based Assistance Program in a manner consistent with the overall mission of providing safe, sanitary, decent and affordable housing for all Washoe tribal members who reside within the WHA service areas.

Section 1. Definitions

- A. Adjusted Income:** The term adjusted income means the annual income that remains after excluding the following amounts:
1. Youth, Students and Persons with Disabilities: \$480 for each member of the family residing in the household (other than the Head of Household or the spouse of the Head of Household) who is under 18 years of age, or who is 18 years of age or older and a person with disabilities, or a full time student.
 2. Elder and Disabled Families: \$400 for an elder or disabled family. "Elder" is defined as 55 years of age and disabled or 62 and older.
 3. Medical and Attendant Expenses: The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of:
 - a. Medical expenses in the case of an elderly or disabled family member; and
 - b. 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.
 4. Child Care Expenses: Child care expenses for the care of children under the age of 13 years old, to the extent necessary to enable another member of the family to be employed or to further his/her education.
 5. Earned Income of Minors: The amount of any earned income of any member of the family who is younger than 18 years of age.
 6. Travel Expenses: Excessive travel expenses, not to exceed \$25 per family, per week. If a full time student is commuting to and from or a permanent employee is driving at least 100 miles round trip to and from the place of employment or school.

- B. Annual Income:** 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. The definition of income shall be the same as the definition of Adjusted Gross Income for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual federal annual income tax purposes. The most recent IRS instruction publication for completing a Form 1040 shall be used to define income and adjusted income if an applicant or participant does not file a Form 1040 with the IRS. All IRS publications can be found at www.irs.gov.
1. If a participant or applicant's annual income is sporadic and not consistent from one year to the next (seasonal employment; such as, farming, firefighting, etc.) the WHA may use the average annual income earned over the most recent three (3) years when determining eligibility and calculating monthly payments.
- C. Disabled Family:** The term "Disabled Family" means a family whose Head of Household or spouse is a person with a disability.
- D. Drug Related Criminal Activity:** "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 the areas determined as Tribal Jurisdiction. A specific criminal conviction is not required. Participating in drug-related criminal activity by an applicant, a member of the household, guest, or other person under applicant's control will prevent the applicant from being eligible for on-reservation housing assistance or programs listed as TBA programs for a period of seven (7) years from the date of the occurrence or the date the tenant/applicant was convicted.
- E. Elder:** An "Elder" is defined as a person who is 55 years of age and disabled or simply 62 years of age.
- F. Elderly Families:** The term "Elderly Family" means a family whose Head of Household (or his/her spouse) is a person who is 55 years of age and disabled or 62 years of age. An elder family may include a single individual or multifamily member household compositions. Such terms may include two or more elderly persons living together, where one or more persons are determined by the WHA to be essential to their care or wellbeing.

- G. Family:** A "Family" is defined as two or more persons related by blood, marriage, adoption, guardianship or who are not so related, but have demonstrated a family relationship. A family also includes an elderly family, disabled family, full-time student, single person, or a person with a disability. The Head of Household must be at least 21 years of age or older to qualify as a family.
- H. Full Time Student:** A person who is 18 years of age or older and enrolled in a state 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:** Any complaint against a decision of the WHA that is allowed in accordance with the WHA's grievance procedures.
- J. Indian:** Any person recognized as being an Indian or Alaskan Native by an Indian Tribe, the Federal government or any state.
- K. Indian Area:** The term "Indian area" means the service area served by the Washoe Housing Authority.
- L. Indian Tribe:** The term "Indian Tribe" means a tribe that is a federally recognized tribe.

 - 1. The term "Federally Recognized Tribe" means any Indian tribe, band, nation or other organized group or community of Indians, including any Alaskan 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 Act of 1975.
- M. Low Income Family:** 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 the Secretary with adjustments for smaller and larger families.
- N. Median Income:** The term "Median Income" means the greater of the median income for WHA Indian area, which the Secretary shall determine, or the median income for the United States that shall be an addendum to these procedures.
- O. NAHASDA:** The Native American Housing Assistance and Self-Determination Act passed by the U.S. Congress in 1996.
- P. 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. Annual income of the family.

- b. Fair Market Rent for counties in Nevada and California 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.

Q. Persons with Disabilities: The term "Person with Disabilities" means a person who:

1. Has a disability as defined in Section 223 of the Social Security Act;
2. 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
3. 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.

R. Stable Family Relationship: A family established by evidence that two or more persons have shared residency, income, and resources for a period of not less than one year.

S. Tribal Member: An enrolled member of a federally recognized tribe.

T. Veteran: 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.

U. Owner: Third party who shall be the property owner, property manager or financial institution who has direct oversight on the unit being rented or sold to the participant.

Section 2. General Information

A. Eligibility and Admission

1. The eligibility and admission criteria for assistance utilizing this program shall be the same as those described in the WHA adopted Eligibility, Admission and Occupancy Policies and Procedures. The occupancy requirements described in the WHA adopted Eligibility, Admission and Occupancy Policies do not apply to this program.
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 WHA money are not eligible to receive assistance.
4. Applicants who have been previously terminated or evicted from any program administered by WHA 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 states of Nevada and California.
7. Custodial guardianship must be established.

B. Term

1. Rental assistance may be provided on a one-time-only basis for up to six months.
2. Elderly families may be provided rental assistance for as long as they comply with the terms of this program.

Section 3. Leases

A. Approval of Lease

1. All lease terms must be for a minimum of six months unless a 3 day notice is provided by the participant or owner of intent not to re-new the lease. Such notice must be provided by the party giving notice to WHA. The owner is not required to continue with a six month lease after the initial lease period and may opt to change to a month-to-month lease after the first six months.
2. WHA will provide the participant a copy of the applicable landlord and tenant laws (either California or Nevada) along with any housing discrimination laws and a list of NAHASDA requirements to give to potential owners to assist them in submitting an acceptable lease.
3. Upon receipt of the proposed lease, the WHA 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.
4. If any unlawful provisions are found, the WHA will require the landlord to strike them. If the owner is not willing to strike them, the lease will be disapproved.
5. If there is any necessary information missing from the lease in accordance with NAHASDA, the WHA 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.
6. If the lease covers all necessary provisions required and are determined to have no unlawful provisions, the WHA will approve the lease.
 7. The WHA is not a party to the lease and assumes no responsibility in its enforcement.

Section 4. Housing Standards

A. Minimum Housing Quality Standards (HQS)

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

B. Inspections

1. The WHA will conduct, or arrange to have conducted, a pre-occupancy inspection utilizing the adopted HQS 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 WHA 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 WHA will request the necessary repairs in writing to the landlord. If the landlord is unwilling to make the repairs, the WHA 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.

Section 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 WHA 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 WHA.

3. All contracts must be signed and effective date of first payment must be within 120 calendar days of participant acceptance of Tenant Based Assistance Offer. If assistance is not utilized within that time frame. The offer made will be considered a denial of assistance and the WHA will move on to the next person on the waiting list.

Section 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 WHA.
2. Transfer requests after the initial lease period will be approved only under the following conditions:
 - a. The dwelling no longer meets HOS standards (not caused by the participant) and the owner refuses to make the necessary repairs.
 - b. The family needs a smaller or larger unit in accordance with the occupancy standards.
 - c. 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).
 - d. The owner does not wish to renew the lease.

Section 7. Certification Requirements

- A. Elder participants will be required to be recertified at least annually in accordance with the adopted Eligibility, Admission & Occupancy Policy to determine if they are still eligible for the program and if the assistance amount needs to be adjusted.

Section 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:
 - a. Supply the WHA with any information that the WHA determines to be necessary for use in a regularly scheduled re-examination or interim re-examination of family composition and income.
 - b. Disclose and verify social security numbers.

- c. Supply any information requested by the WHA to verify the family is living in the unit or information related to family absence from the unit.
 - d. Promptly notify the WHA if the family will be away from the unit for more than 14 days.
 - e. Notify the WHA and the owner in writing at least 30 days prior to moving out of the unit or terminating the lease.
 - f. Use the assisted unit for residence by the family only. The unit must be the family's only residence.
 - g. Request WHA and landlord approval to add any other family members as occupants of the unit. The addition of adult members to the household composition will not be permitted while receiving assistance except in the case of elders receiving assistance who may be permitted to add adult members to the household composition after the first year of assistance.
 - h. Give the WHA a copy of any owner eviction notice, or notice of lease termination immediately upon receipt.
 - i. Pay all utility bills and the portion of the rent the participant is responsible for (if any).
 - j. Provide written documentation that they are not eligible to receive any other housing subsidy for the same unit or a different unit of any state, federal or local housing program.
3. The family must not:
- a. Own or have any interest in the unit.
 - b. Commit any serious or repeated violation of the lease.
 - c. Commit fraud, bribery or any other corrupt criminal act in connection with the program.
 - d. Participate in illegal drug activity or violent criminal activity.
 - e. Sublease or sublet the unit or assign the lease or transfer the unit.
 - f. Receive any other housing subsidy for the same unit or a different unit from any state, federal or local housing program.
 - g. 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 separates:
- a. If there are Washoe enrolled children included in the household, the assistance will remain with the parent who has guardianship of the children.
 - b. If children are split between the parents, the tribal member parent will retain the assistance.
 - c. If there are no children in the household, the assistance will remain with the tribal member.

B. Owner Obligations

1. Prior to execution of the contract for assistance payment by the WHA 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.
 - a. The owner is responsible for screening the participants for suitability as renters. The WHA does not screen the tenants.
 - b. The owner is responsible for compliance issues concerning any and all conditions of the lease.
 - c. The owner is responsible for providing the WHA with a copy of any eviction or lease termination.
 - d. The owner must notify the WHA if any participant vacates a unit.
 - e. The owner must provide the WHA with a copy for approval of any changes to the lease during the tenancy of a participant of this program.

C. WHA Obligations

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

Section 9. Terminations

A. Termination by the Owner

1. During the term of the lease the owner may not terminate tenancy except for:
 - a. Serious or repeated violations of the terms of the lease.
 - b. Violations of state, federal or local law that relate to occupancy or use of the unit.
 - c. The owner desires to use the unit for personal use, or desires to sell or renovate the property.
 - d. The owner may not terminate tenancy for nonpayment of the WHA assistance payment.
 - e. The owner must give the tenant written notice of the grounds for the termination and provide a copy of any such notice to the WHA. 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 WHA with a copy of the notice of termination in accordance with the lease.
4. The family may also terminate the lease if the owner breeches HQS standards and refuses to repair the unit after notification in writing of the necessary repairs.

C. Termination of Assistance by WHA

1. The WHA may terminate family assistance for any of the following reasons:
 - a. Any violation of family obligations.
 - b. Suspicion of illegal drug activity or violent criminal activity.
 - c. Failure of family to sign and submit verification documents for re-certification.
 - d. If the family moves out of the unit.
 - e. If the family separates.
 - f. If the owner fails to maintain unit in accordance with HQS standards.
 - g. If available program funding is insufficient to support continued assistance for the families.

Section 10. Tenant Based Assistance Programs (TBA)

A. Program Funding: The following progrms may be available based on funding availability. The Fiscal Year [FY] for WHA funding is January 1st through December 31st.

1. Foreclosure Prevention
 - a. The WHA may provide assistance for a Washoe tribal member's house payments for a mortgage loan or manufacture home loan to a financial institution for an eligible family to prevent the family from foreclosure/eviction. Assistance will not exceed 2 consecutive months.
 - b. Assistance may include payment of late fees and/or balances incurred by the family.
 - c. The maximum assistance allowed shall be \$1,500.00 per family.
 - d. This assistance shall be provided only once per family. Payments may be made with 2 checks for 2 consecutive months if appropriate.
 - e. This program will be applicable to the following WHA service area counties: Washoe, Carson, Douglas, Churchill, Lyon, Storey, Clark, Alpine and Washoe Trust Properties.
2. Eviction Prevention Program
 - a. The WHA may provide assistance for a Washoe tribal member's rental amount, up to 2 consecutive months of rent payments to a landlord or

property manager for an eligible family to prevent the family from being evicted.

- b. The maximum assistance allowed shall be \$1,500.00 per family.
 - c. Assistance may include payment of late fees and/or back rent incurred by the family.
 - d. Eviction notice or similar documentation of need from the landlord or property manager must be submitted to the WHA.
 - e. This assistance shall be provided only once per family.
 - f. Payment may be made with 2 checks for 2 consecutive months if appropriate. Payment(s) will only be made to the landlord or financial institution. WHA will not make any payment to the participant.
 - g. This program will be applicable to the following WHA service area counties: Washoe, Carson, Douglas, Churchill, Lyon, Storey, Clark, Alpine and Washoe Trust Properties.
3. Security Deposit Assistance
- a. The WHA may provide assistance to Washoe tribal members who are unable to pay their security deposits identified in their respective dwelling leases.
 - b. The maximum amount of assistance shall not exceed \$1,500.00.
 - c. Payment may be made with 2 checks for 2 consecutive months if appropriate. Payment(s) will only be made to the landlord or financial institution. WHA will not make any payment to the participant.
 - d. This assistance will be provided only once per family.
 - e. This program will be applicable to the following WHA service area counties: Washoe, Carson, Douglas, Churchill, Lyon, Storey, Clark, Alpine and Washoe Trust Properties.
4. Transitional Housing
- a. The WHA may provide Transitional Housing assistance only once to an eligible Indian family for up to 30 days with a maximum of \$1,500.00 per family.
 - b. The type of transitional housing assistance to be provided shall be determined by the Executive Director or his designee.
 - c. The Executive Director may extend the period of assistance time based on the documented needs of the family.
 - d. Participant must complete all documents and depending on the existing financial situation, the participant may be required to meet other program expectations.
 - e. If the participant is without an income, documented job searches will be required on a weekly basis for continued supportive services and payment to landlord.
 - f. This program will be applicable to the following WHA service area counties: Washoe, Carson, Douglas, Churchill, Lyon, Storey, Esmeralda, Humboldt, Nye, Pershing, Mineral, Clark and California counties with the Executive Director's approval.

5. Conveyed Health and Safety Requests (CHSR)
 - a. The CHSR program may provide assistance to Washoe tribal members, who are previously conveyed home owners, to make a request for Health and Safety related issues of their home.
 - b. Primarily, these issues may be related to appliances (stove or refrigerator) or materials that will assist the unit to operate in a safe and healthy condition.
 - c. Any materials or appliances purchased with these programs dollars must be comparable to what was previously existing.
 - d. Applications will be available annually for Elders 62+ years or disabled persons 55 years and older.
 - e. Applicants who are not 55 and disabled or 62 years of age may apply once biennially.
 - f. Total funding per request will not exceed \$1,500.00. Any amounts in excess of the \$1,500.00 will be the sole responsibility of the applicant.
 - g. Should the project require a building permit, all costs must include the cost of a building permit. Otherwise, the participant is required to obtain the building permit prior to approval of the application.
 - h. Should a building permit be required, a licensed contractor will be required to complete the installation, renovation, rehabilitation, mitigation or abatement.
 - i. Participants are required to obtain 2 estimates or bids related to the project request. WHA will secure the 3rd estimate, every attempt must be made by the participant to ensure that installation shall be completed by a 3rd party source. Should WHA complete the installation, the \$40 per hour rate will apply and be charged to the applicant.
 - j. This program will be applicable to the following WHA service area counties: Washoe, Carson, Douglas, Churchill, Lyon, Storey, Clark, Alpine and Washoe Trust Properties. California counties may be applicable with the Executive Director's approval.
6. Elder Utility Subsidy (EUS)
 - a. The EUS program may provide assistance to Washoe tribal elder applicants to apply for assistance up to \$400.00 on an annual basis.
 - b. Program funding year shall be January 1 through December 31.
 - c. The participant must bring in a notice of termination or shut off notice. If the applicant is applying for propane, ordering or delivery will not be scheduled if the applicant's tank exceeds 10% remaining.
 - d. If a tenant or applicant calls to order propane or schedules an arrangement without the consent of WHA, the participant will be solely responsible for any amounts incurred.
 - e. If an applicant is discovered to have scheduled a payment arrangement on behalf of WHA without the consent or permission of WHA, the participant may be sanctioned from the EUS program indefinitely.
 - f. This program will be applicable to the following WHA service area counties: Washoe, Carson, Douglas, Churchill, Lyon, Storey, Clark, Alpine and Washoe Trust Properties.

7. Down Payment Assistance

- a. The WHA may provide assistance to Washoe enrolled applicants who are currently purchasing a home with the down payment assistance to secure the loan or mortgage. Applicants may be required to be entered into escrow before any payment is approved.
- b. The maximum amount of assistance shall not exceed 2.5% of the loan amount. This payment may also include closing fees or title fees.
- c. Any payment will be made directly to the financial institution. WHA will not make any payment to the participant. All eligibility requirements must be met prior to payments being made by WHA.
- d. WHA shall conduct an inspection as described in Section 4.A. HQS.
- e. This assistance will be provided only once per family.
- f. This program will be applicable to the following WHA service area counties: Washoe, Carson, Douglas, Churchill, Lyon, Storey, Clark, Alpine and Washoe Trust Properties. California counties may be applicable with the Executive Director's approval.