



QUINAULT HOUSING AUTHORITY

RENTAL UNIT ADMISSIONS AND OCCUPANCY POLICIES

Approved by the Quinault Housing Authority Board of Commissioners this 22nd day of May 2022 during its duly convened Special Meeting, during which a quorum of its members was present, by a vote of 5 for, 0 against, 1 not voting, and 1 absent. Revised by the QHA Board this 21st day of November 2023 during its duly convened Regular Meeting, during which a quorum of its members was present, by a vote of 5 for, 0 against, 1 not voting, and 2 absent. The effective date of this Policy is January 18, 2024.

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I. Applicability

These eligibility, admission, and occupancy policies apply to all rental housing assisted with grant amounts provided under the Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA), including housing with may have been developed or operated pursuant to a contract between the Secretary of the United States Department of Housing and the Quinault Housing Authority (QHA) pursuant to the United States Housing Act of 1937, and Low Income Housing Tax Credit units managed by QHA. This Rental Admissions and Occupancy Policy reflects the requirements of NAHASDA. The QHA shall abide by tribal law, NAHASDA, and applicable regulations in the operation of rental housing units. In addition, all rental units funded with low-income housing tax credits shall be operated in accordance with applicable federal law and regulations and the partnership agreements applicable to these projects.

This Rental Admissions and Occupancy Policy represents the Policy of the QHA as it applies to Rental Units owned or managed by the QHA. In the event situations or issues arise that are Admissions and/or Occupancy questions, this Policy shall apply. In those situations where no Policy exists or no policy covers the specific question or issue, then the requested action or issue shall initially be denied by the QHA, and the QHA Executive Director shall set the issue for determination at the next Regular meeting of the QHA Board of Commissioners. At that meeting, the question or issue shall be presented to the Board of Commissioners for their determination. The Board of Commissioners shall take action to approve or deny the requested matter, provided that any such action taken by the Board of Commissioners does not violate any other Policies of the QHA and is in conformity with other rules and regulations of the Quinault Indian Nation and applicable federal statutes and regulations. The Board of Commissioners may amend, modify or add to QHA Policy by resolution.

In those situations where the Executive Director determines that an emergency situation exists and immediate action must be taken to prevent the loss of life or property, the Executive Director shall make the determination and the matter will then be presented to the Board of Commissioners for ratification and/or inclusion in these Policies.

II. Definitions

A. Adjusted Income

"Adjusted income" means the annual income (definition b) of the family that remains after excluding the following amounts:

1. \$480.00 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), who is:
 - a. under eighteen years of age
 - b. eighteen years of age or older, but not a foster child; and
 - i. a person with disabilities; or
 - ii. a full-time student (twelve passing credits per term)
2. \$400.00 for each elderly or disabled household as defined below.

3. The amount by which three (3) percent of the annual income of the family is exceeded by the aggregate of:
 - a. medical expenses, in the case of a senior citizen or disabled family; 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. Amounts actually spent for childcare expenses for children under thirteen years of age, to the extent necessary to enable another member of the family to be employed or to further his or her education.
5. The amount of any earned income of any member of the family who is less than eighteen years of age that exceeds \$480.00.
6. Excess employment-related and education-related travel expenses for utilization of a personal vehicle only for travel in excess of 250 miles per week of \$25.00 per family per week for each week in which travel exceeds 250 miles.
7. The following amounts as provided in the Indian Housing Plan for Quinault Housing Authority: The only expenses that may be excluded from "adjusted income" under paragraphs iii, iv, and vi are expenses that have not been paid for or reimbursed by a third party, including a governmental agency or an insurance company.

B. Annual Income

"Annual income" means the annual income of each member of the household as defined under 24 C.F.R., Part 5, Subpart F (Section 5.609), but excludes any amounts excluded by federal law.

1. Annual income includes all amounts, monetary or not, which:
 - a. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
 - b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 - c. Which are not specifically excluded in paragraph (c) of this section.
 - d. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
2. Annual income includes, but is not limited to:
 - a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

- b. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- d. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
- e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
- f. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph (b)(6)(ii) shall be the amount resulting from one application of the percentage;
- g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

- h. All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).
3. Annual income does not include the following:
- a. Income from employment of children (including foster children) under the age of 18 years;
 - b. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
 - c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);
 - d. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
 - e. Income of a live-in aide, as defined in Sec. 5.403;
 - f. The full amount of student financial assistance paid directly to the student or to the educational institution;
 - g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
 - h.
 - i. Amounts received under training programs funded by HUD:
 - ii. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a plan to attain self-sufficiency (PASS);
 - iii. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program;
 - iv. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the QHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend

during the same period of time;

- v. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- i. Temporary, nonrecurring or sporadic income (including gifts);
- j. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- k. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- l. Adoption assistance payments in excess of \$480 per adopted child;
- m. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- n. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- o. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- p. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

4. Federally Mandated Exclusions From Annual Income.

Federally mandated exclusions are amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937 and NAHASDA. A notice is published from time to time in the Federal Register identifying the benefits that qualify for this exclusion. Following is the

comprehensive list of benefits that currently qualify for the income exclusion:

- a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
- b. Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g));
- c. The first \$2,000 per-person, per-annum of payments received under the Alaska Native Claims Settlement Act (Pub L. No. 102-415; 43 U.S.C. 1626c);
- d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552 (b)). Amounts received under AmeriCorps are to be treated like amounts received under the Job Training Partnership Act -- to be excluded;
- g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-040);
- h. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claim Commission or the Court of Claim (25 U.S.C. 1407-08) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117b, 1407).
- i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the "In Re Agent Orange" product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
- m. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858);

- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32).

C. Caregiver

An individual providing personal services, rehabilitation, technology, parent training, counseling, vehicular and home modifications, and assistance with extraordinary expenses, associated with the needs of individuals with person or persons meeting Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act. A caregiver is also a person who is responsible for attending to the needs of a child or dependent adult.

D. Child

A child is a person under the age of eighteen (18) or a full-time student not to exceed the age of twenty-one (21).

E. Child Care Expenses

Amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall not exceed the amount of income received from such employment.

F. Civic Service

Civic service includes service to the communities of the Quinault Indian Nation. Family members cannot sign for verification of civic service. Some activities include but are not limited to:

1. Blood drive, or volunteer in assisting in the blood drive
2. Blood donor
3. Youth recreation activities
4. Daycare/Head Start
5. Paddling/Culture Committee
6. Coaching youth activities
7. Church activities
8. School/Education activities
9. Community Clean-Up
10. Voting in Tribal/Federal/State/County elections

G. Dependent

A member of the family household (excluding foster children), other than the head of family or spouse, who is under 18 years of age or is a disabled or handicapped person or is a full-time student.

H. Disability Accessible Unit

A housing unit that has been modified to accommodate the physical needs of a person with disabilities.

I. Disabled Family

"Disabled family" means a family whose head (or his or her spouse), or whose sole member, is a person with disabilities and includes two or more disabled persons living together and one or more such persons living with one or more persons essential to their care or well-being.

J. Disabled person, or person with disabilities

For the purpose of calculating adjusted income, "disabled person" or a "person with disabilities" means a person who:

1. 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 nature that such ability could be improved by more suitable housing conditions, or
2. Has 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 provisions of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted under this Act, solely on the basis of any drug or alcohol dependence. The Secretary shall consult with other appropriate Federal agencies to implement the preceding sentence.
3. For the purpose of this definition, the term "physical, mental, or emotional impairment" includes, but is not limited to:
 - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory including speech organs, cardiovascular, reproductive, digestive, genitor-urinary; hemic and lymphatic, skin, and endocrine, or
 - b. Such diseases and conditions as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
 - c. Such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy. Muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus (HIV), infection, mental retardation, and emotional illness.
 - d. "Disabled person" and "persons with disabilities" includes persons who have the disease of acquired immunodeficiency syndrome or any immunodeficiency syndrome.
 - e. Notwithstanding any other provisions of law, no individual shall be considered a

person with disabilities, for purpose of eligibility for housing, solely on the basis of any drug or alcohol dependence.

Not all persons with disabilities will qualify for a Disability Accessible Unit.

K. Drug-related Criminal Activity

"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 Control Substances Act), unless such substance has been legalized pursuant to a law of the Nation).

L. Elderly Family

"Elderly family" means a family whose head (or his or her spouse), or whose sole member, is an elderly person and includes two or more elderly persons living together. Elderly family also includes one or more such persons living with one or more persons determined as follows under the Indian Housing Plan for the Quinault Housing Authority to be essential to their care or well-being.

M. Elderly Person

An "elderly person" means a person who is at least fifty-five (55) years of age, in accordance with Quinault Indian Nation's definition under the Older Americans Act.

N. Family

"Family" means a single person or two or more persons related to each other by blood, marriage, or legal adoption living together as a single housekeeping unit; or a group of not more than five persons who need not be related by blood, marriage, or legal adoption, living together as a single housekeeping unit and occupying a single dwelling unit; as well as includes a family with or without children, an elderly family, and a disabled family.. *See* QIN Tribal Code §48.02, definition of "Single-Family."

O. Full Time Student

A person who is enrolled in a certified educational institution, such as a vocation school with a certificate or diploma program or an institution offering a college degree and is considered a full-time student under the standards and practices of the institution intended.

P. Household

Every person listed on the most recent Household Composition form for the housing unit.

Q. Head of Household (HOH)

The Tenant who signs the Lease Agreement and who is responsible under contract for complying with the Lease Agreement.

R. Indian

An enrolled member of the Quinault Indian Nation and/or member of a federally recognized Indian Tribe of the United States of America.

S. Indian Family

"Indian family" means –

1. A family in which either the head of household or whose sole member is an Indian, or
2. For the purposes of continuing occupancy, a family in which one or more children who were living with a tenant or homebuyer, upon death or institutionalization, is enrolled in a federally recognized tribe.

T. Indian Housing Plan

"Indian Housing Plan" means the Indian housing plan submitted by or on behalf of the QIN pursuant to the provisions of NAHASDA, including any amendments to such plan.

U. Indian Tribe

1. In general, "Indian tribe" means a tribe that is a federally recognized tribe or a State-recognized tribe.
2. "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.

V. Low-Income Family

1. "Low-income family" means a family whose income does not exceed eighty (80) percent of median income as defined from year to year by HUD.
2. "Very low-income" means a family whose income does not exceed fifty (50) percent of median income for the area.

W. Median Income

Median income for an Indian area is the greater of:

1. the median Income for the counties, previous counties, or their equivalent in which the Indian area is located; or
2. the median income for the United States

The table establishing median income is available at the offices of the Quinault Housing Authority.

X. NAHASDA

"NAHASDA" means the Native American Housing Assistance and Self-Determination Act of 1996.

Y. Reasonable Accommodation

Any exception to QHA Policies or Lease Agreement provisions made by the QHA to

accommodate the needs of a person with disabilities. The QHA shall comply with all applicable tribal and federal law requirements and shall make such accommodations as are requested by persons with disabilities unless doing so would result in a fundamental alteration in the nature of its program or an undue financial and administrative burden. In any case in which providing the requested accommodation would result in an undue financial and administrative burden, the QHA shall provide an alternative accommodation that would not result in an undue financial and administrative burden.

Z. Registered Sex Offender

Any person who is required to register with the Tribe, State, or Federal government under Tribal or Federal law during the time period in which such registration is required by law.

AA. Tax Credit Unit

A rental unit funded with Low Income Housing Tax Credits whose operation is funded from HUD Section 8 Rental Assistance Vouchers and/or rent collections.

BB. Veteran and Combat Veteran

For purposes of the QHA Admissions and Occupancy Policy, Veterans preference in assignment of units only, a veteran includes a person who served in any branch of the United States Armed Forces or National Guard in active duty. A combat veteran means a person who served in any branch of the United States Armed Forces or National Guard in active duty and was deployed in any war, as declared by Congress, or any campaign or expedition for which a campaign medal has been authorized.

CC. Violent Criminal Activity

Any crime that has one of its elements, the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, bodily injury or property damage, including but not limited to crimes defined in 42 U.S.C. §13925 (Violence Against women Act).

DD. Secretary

"Secretary" means the Secretary of the United States Department of Housing and Urban Development.

EE. Service Area

"Service area" means the area within which the QHA operates affordable housing programs or the area in which the QHA is authorized by the QIN to operate affordable housing programs.

III. Eligibility

A. Eligibility for QHA Rental and Homebuyer Housing units.

The following eligibility requirements apply to all applicants for housing in QHA housing units:

- 1. Low-Income Requirements.** Except as specifically permitted under NAHASDA regulations set forth at 24 C.F.R. §1000.104(b) and §1000.108 and §1000.110, eligibility

to participate in rental or homebuyer activities under NAHASDA is limited to qualified low-income families.

2. Non-Low Income Families.

- a. QHA may provide NAHASDA assistance to non-low income families who have a verifiable housing need that cannot be met without NAHASDA assistance pursuant to 24 C.F.R. §1000.110. However, a non-low income family shall not receive the same dollar benefits provided to low-income families.
- b. The Board shall make such determination by written resolution before the family is to be determined eligible and admitted.
- c. **Income Calculation.** Calculation of Rental Payments for non-low income families:
 - i. Calculate anticipated gross annual income, see definition of “annual income” set forth above.
 - ii. Annual income will be adjusted by the deductions as set forth under the definition of “adjusted income” above.
- d. **10% Non-Low Income.** Annual gross household income that is over 80% but less than 100% of the Median Family Income is considered “moderate-income.” QHA may use up to 10% of the amount planned for the program year for families with “moderate income” without HUD approval if FBHA determines that the need for housing for such families cannot be met without such assistance.
- e. **HUD Approved Non-Low Income Families.** HUD approval is required if QHA plans to:
 - i. Use more than 10% of the amount planned for the program year to non-low income families; or
 - ii. Provide housing for families with income over 100% of the median income.
- f. **Conditions.** At the time of initial occupancy and for continued occupancy, non-low income families must have a need that cannot be reasonably met without such assistance; otherwise, such a family is ineligible.
- g. **Amount of Rent at time of Initial Occupancy.** The amount of assistance to non-low income families that they may receive will be determined as follows:
 - i. The rent (including homebuyer payments under a lease purchase agreement) to be paid by a non-low-income family cannot be less than: $(\text{Income of non-low-income family} / \text{Income of family at 80 percent of median income}) \times (\text{Rental$

payment of family at 80 percent of median income), but need not exceed the fair market rent or value of the unit.

ii. E.g., Family of 4 - $\$65,000 \div \$52,560 = 1.23$

- $1.23 \times \$500$ rental payment = \$615.00
- Charge \$615.00 or the Fair Market Rent.

h. **Amount of Rental Assistance for Continued Occupancy.** Families who were initially low-income but are now determined to be non-low income will pay the current Fair Market Rent for continued occupancy.

i. **Amount of Other Assistance.** QHA may provide other assistance to non-low income families but may not exceed:

- (Income of family at 80 percent of median income/Income of non-low-income family) $\times$ (Present value of the assistance provided to family at 80 percent of median income).
- E.g., Family of 4 - $\$52,560 \div \$65,000 = 81\%$
 - $81\% \times \$10,000$ max assistance for low-income family = \$8,100.00
 - May Provide \$8,100.00 in other assistance.

3. Essential Families.

Pursuant to 24 C.F.R. §1000.106(b), QHA may provide housing or housing assistance to a family if the Board determines that the presence of the family on the Quinault Reservation or QHA Service Area is essential to the well-being of QIN families and the family's housing needs cannot reasonably be met without such assistance.

The Board shall make such a determination by written resolution before the family is to be determined eligible.

4. Criminal Activity.

An applicant who has had a record of criminal activity may be rejected from QHA programs. The QHA may obtain criminal records, pursuant to NAHASDA § 208 and 2 CFR §1000.150. QHA shall review applicants on a case-by-case basis. QHA, in its sole discretion, shall have the right to bar an applicant for justifiable cause. If any member of the household has been convicted of, pled guilty to or no contest to any charge involving violent criminal activity. Only the Board of Commissioners may approve the application subject to the following required findings of fact: 1) the household member or applicant has demonstrated that the conviction, guilty plea, or no contest plea is more than seven (7) years old; and 2) a program of rehabilitation has been completed; and 3) there have been no subsequent violent crimes. Applicants or household members required to register as sex offenders are not eligible for QHA housing at any time. The Board of Commissioners of the QHA may waive the ineligibility of any person ineligible under this section of the

Policy if:

- a. The offense is not an offense that would result in prohibition from residing in NAHASDA assisted housing by registered sex offenders;
- b. The person demonstrates successful completion of a rehabilitation program approved by the QHA, including successful completion of any required follow-up treatment plan or other follow-up requirements; or
- c. The QHA determines that the offender does not pose a risk to the health and safety of the residents in QHA Housing or to QHA property.
 - i. Registered Sex Offender. QHA will not approve an application for housing when any member of the household is subject to register as a sex offender under a tribal, State, or federal sex offender registration program required by Tribal law, or federal law;

5. Drug-related Criminal Activity. QHA will not approve an application for housing when any member of the household has been convicted of, pled guilty to or no contest to drug-related criminal activity; except where the household member or applicant has demonstrated that: a) the conviction, guilty plea, or no contest plea to either simple possession that is more than five (5) years old; or drug-related criminal activity that is more than seven (7) years old; b) a program of rehabilitation has been completed; and c) there have been no subsequent drug-related crimes. The Board of Commissioners of the QHA may waive the ineligibility of any person ineligible under this section of the Policy if:

- a. The offense is not an offense that would result in prohibition from residing in NAHASDA assisted housing by registered sex offenders;
- b. The person demonstrates successful completion of a rehabilitation program approved by the QHA, including successful completion of any required follow-up treatment plan or other follow-up requirements; or
- c. The QHA determines that the offender does not pose a risk to the health and safety of the residents in QHA Housing or to QHA property.

6. Failure of Drug Test or Refusal to Test of Adult Household Members.

- a. All adult household members are required to take a drug test prior to admission to housing. Any person who is required to take the drug test who fails or refuses to take any such test or tests shall be ineligible for admission to or participation in any QHA program for a period of one years beginning on the date the test was scheduled for.
- b. Any person with a verified positive test result for a controlled substance (other than as could have resulted from a legally prescribed medication as determined by a licensed

physician or from a substance that has been legalized pursuant to a law of the Nation) shall be ineligible for admission to or participation in any QHA program for a s one year period beginning on the date that such test was taken.

- c. Any homebuyer or tenant and any other person living with a QHA program participant with a verified positive test result for a controlled substance (other than as could have resulted from a legally prescribed medication as determined by a licensed physician or from a substance that has been legalized pursuant to a law of the Nation) shall be considered to have engaged in drug-related criminal activity during the term of the tenancy of the homebuyer or tenant.
 - d. The Board of Commissioners of the QHA may waive the ineligibility of any person ineligible under this section of the Policy if:
 - i. The person demonstrates successful completion of a supervised drug rehabilitation program or other rehabilitation program approved by the QHA, including successful completion of any required follow-up treatment plan or other follow-up requirements, and consents to release of information and progress reports to the QHA; or
 - ii. The circumstances leading to the ineligibility no longer exist. For example, the individual failing the drug test is no longer in the household.
- 7. History of Substance or Alcohol Abuse.** QHA will not approve an application for housing when any household member's abuse or pattern of abuse of alcohol or a controlled substance interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents as determined by the QHA based upon direct knowledge or past history by reviewing factors which may include, at the discretion of the QHA, previous occupancy with the QHA, landlord references, and criminal background checks. If unfavorable information is received, the QHA considers the time, nature, and extent of the past occurrence and the reasonable probability of future favorable performance. Such factors as the length of time since the last evidence of such activities, the seriousness of the conduct, and the record of rehabilitation efforts on behalf of the household member will be relevant.
- 8. Past Eviction or abandonment of a unit.** QHA will not approve an application for housing when any member of the household has:
- a. Been previously evicted in the last five (5) years;
 - b. Abandoned any Unit in the last five (5) years; and
 - c. Applicants that have a vacated account and not in a repayment agreement.

The QHA Board of Commissioners may waive this policy provision and permit an applicant to be approved if the Board determines that the admission of the Applicant will not pose a threat to the health and safety of other QHA residents or to QHA property, the

Applicant does not owe the QHA for any damage or repair to unit or accounts receivables, and the Applicant has demonstrated the ability to comply with the provisions of the Lease Agreement.

9. Falsification or Omission of Information.

Any falsification or omission of required information on the waiting list application or initial certification forms will result in immediate termination of the lease as well as immediate eviction. Additionally, applicant will be ineligible to apply for housing with QHA for (two) 2 years from the date the omission and/or falsification is discovered. The applicant/tenant may be prosecuted to the fullest extent of Federal, State, Local and Tribal laws.

B. Eligibility Criteria for Rental Units.

Selection of eligible applicants to fill vacancies will be made in accordance with Section 4 of this Policy and the following criteria:

1. Applicants must demonstrate adequate resources to perform a tenant's responsibilities under the lease agreement, including but not limited to, payment of all required utility bills. QHA shall also consider the prior history of applicants in rental housing, including any prior history of nonpayment or eviction. QHA may require references. Personal references from family members shall not be considered.
2. Selection of eligible applicants to fill vacancies will be made from the waiting list in accordance with Section 4 of this Policy.

Applicants that have vacated accounts under \$5,000.00 owing shall be considered only if the applicant is in compliance with a repayment agreement. If the applicant fails to make payments on the Repayment Agreement for more than 60 days, QHA will remove the applicant from the waiting list and will notify the applicant in writing of this action.

C. Special Low-Income Housing Tax Credit Unit criteria.

To be eligible for admission to Tax Credit Units, applicants must:

1. Meet the specific income eligibility criteria for the unit and project, which is set forth under the Partnership Agreement.
2. Not be a household comprised entirely of full-time students unless certain criteria are met.

D. Ineligible Applicants.

The QHA shall promptly notify any rejected applicant in writing of the grounds for any rejection. Applicants that have vacated accounts under \$5,000.00 owing shall be considered only if the applicant is in compliance with a repayment agreement. If the applicant fails to make payments on the Repayment Agreement for more than 60 days, QHA will remove the applicant from the waiting list and will notify the applicant in writing of this action.

IV. Admissions to QHA Housing Units

A. Written Waiting List.

In order to qualify for QHA Rental or Homebuyer housing, the Applicant and their household composition member(s) must meet the requirements of Section 3, and not be ineligible under this Policy. The Housing Authority shall maintain a separate waiting list database for programs in accordance with this Section of the Policy. The QHA waiting list database shall be maintained by the Occupancy Specialist. Each applicant placed on the waiting list will be assigned a Waiting List Number by the Occupancy Specialist.

1. Waiting lists shall be maintained by family size and preference for homeownership or rental. Separate waiting lists shall be maintained for the rental programs and homeownership programs.
2. The QHA shall make determinations of eligible families according to availability, urgency, exceptions due to unusual circumstances such as the age and sex of children, and potential changes in family composition and availability of unit sizes. *See U.S. DEP'T OF HOUS. & URB. DEV., OFF. OF PUB. & INDIAN HOUS., HANDBOOK 7465.1 REV-2 CH. 5.1, PUBLIC HOUSING OCCUPANCY HANDBOOK: ADMISSION (1987).*
3. All eligible applicants shall be placed on the applicable Waiting List according to their Selection Criteria Scores in descending order with the highest score being first on the list. Secondary placement will be based on date of application.
4. In the event the family composition of a tenant changes, a recertification for the unit must take place and a determination made regarding a relocation to another available unit.

B. Rental Housing Specific Preferences. Absolute Preferences applicable to the rental housing programs shall be applied prior to the application of the Selection Criteria Score set forth in Section C herein.

1. Current rental tenants of the QHA who have been displaced as a result of fire or other natural disaster, and QHA tenants who the QHA has determined must be mandatorily transferred due to a change in their household composition size necessitating a change in the size of the rental unit assigned.
2. Preference will be given to elderly, fifty-five (55) years old and over and/or disabled applicants, who have the need of a care giver. If the elderly tenant vacates the unit, the care giver cannot be considered for continued occupancy and has sixty (60) days to vacate the premises.
3. Emergency victims due to flooding, fire, or domestic violence shall be given priority in selection for any vacancy.
4. Applicant(s) and/or any family member to be included on the lease must be in compliance

with repayment agreements to be eligible for any housing unit.

5. Assignment of Disability Accessible Unit. Persons with disabilities whose disability requires a unit that is disability accessible, as determined by the QHA upon receipt of verification of eligibility for a disability accessible unit from a medical provider, shall be given preference in assignment of any unit designated as a disability accessible unit.
6. QHA manages rental units that were constructed with low-income housing tax credits, under Section 42 of the Internal Revenue Code. The QHA is required to maintain a certain number of units in each project for special needs. Applicants for Low-Income Housing Tax Credit (LIHTC) homes must meet a different income eligibility criterion than that which is used for non-tax credit units. Eligibility for admission into a tax credit unit is dependent on separate eligibility criteria than the criteria that apply to non-tax credit units.

Applications for low-income tax credit rental housing are processed the same as all applications under this policy. The QHA will screen all applicants for rental housing for eligibility for a unit. If the next unit available is a tax credit unit, and the applicant is determined to be ineligible for a tax credit unit because of the special conditions applicable to the Project on income, and special needs families restrictions, the applicant's name will remain on the waiting list with the same application date and they shall be considered for the next available unit for which they are eligible.

C. Selection Criteria. The Occupancy Specialist shall compile the Selection Criteria Score for each eligible applicant based on the following point system:

- | | |
|---|-------------------------|
| 1. Enrolled QIN Head of Household | 25 points |
| 2. Enrolled Indian Head of Household | 15 points |
| 3. Enrolled QIN Indian Child(ren) in Household | 10 points per household |
| 4. Enrolled other Indian Child(ren) in Household | 5 points per household |
| 5. Veteran Head of Household | 5 points per household |
| 6. Homeless Family (Defined as: Individuals who lack a fixed, regular and adequate nighttime residence, do not have an existing lease of or ownership interest in any home) | 10 points |
| 7. First time participant in a QHA housing program | 10 points |
| 8. Income < 50% AMI | 10 points ¹ |
| 9. Income 50% - 80% AMI | 5 points |
| 10. Elderly | 10 points |
| 11. Disabled | 10 points |
| 12. The degree of substandard factors present in the existing housing of the applicant will be considered. Determination shall be on a case-by- | 5 points |

¹ This criterion does not apply to homeownership housing programs.

case basis. Substandard includes lack of plumbing, heating, bathroom facilities, or working roofs, windows, or doors, mold issues.

Verification may include an inspection or pictures of the premises.

Attestation will be required on the application.

- | | | |
|-----|---|----------------|
| 13. | The gross rent paid by the applicant for present housing exceeds 50% of annual income. | 5 points |
| 14. | Overcrowding (more than 2 persons per bedroom in the home or as otherwise defined in the HUD Public Housing Occupancy Handbook 7465.1 REV-2 Ch. 5.1) | 5 points |
| 15. | Degree of participation in civic service. (Defined as volunteer time contributed to the community in the year prior to the application being filed. This shall be recertified annually. Voting or attendance at General Council meetings shall count as one point. Donating blood shall count as 1 point. Proof of volunteering time of five hours shall count as 1 point for each five point.) | Up to 5 points |
| 16. | Victim of fire, flood, other natural disaster, or domestic violence as referred by the QIN Domestic Violence advocacy program. | 5 points |
| 17. | Displaced elder. Displaced includes applicants whose current home is deemed uninhabitable, or who do not own or lease a home (separate status from Elderly). | 15 points |
| 18. | Tsunami zone. Any head of household or persons residing in tsunami zone. | 25 points |
| 19. | Current QHA Renter in good standing. (No Lease Violations within the last 12 months) | 10 points |

D. Maintenance of the Waiting List. The Occupancy Specialist shall maintain the Waiting List using the eligible applicants assigned Waiting List Number rather than their name. Applicant(s) agree to update their application information maintained in the Waiting List Database at least annually and whenever a significant change occurs. The Occupancy Specialist shall send forms annually to applicants on the Waiting List requesting to update their information. Applicants must update their address and contact information and provide an updated release of information if requested. Applicants have a grace period of thirty (30) days to update their information. Failure to do so will result in deactivation of the points on the Waiting List.

Any change to the Waiting List must be documented in the applicant's file by the Occupancy Specialist and approved by the Executive Director. The Occupancy Specialist will rank the application and calculate the total points and the Executive Director shall approve that scoring in writing. The Waiting List will be printed, dated, and stamped each time an applicant is removed from the Waiting List and saved electronically. The Board will receive the Waiting List annually. The Occupancy Specialist shall ensure a copy of the Waiting List is placed in each applicant's file, and when an applicant's Absolute Preferences or Selection Criteria including household composition change, such change shall be tracked on the Waiting List and placed in the applicant's file as well as a copy of the documentation of eligibility shall be kept in the applicant's file.

E. Mandatory Drug Testing.

1. Drug testing shall be required of every applicant for QHA housing and every individual who is eighteen years of age or older who will be living with the applicant. Drug testing shall also be required of every individual who is eighteen years of age or older and who is added to the household composition of an existing tenant of the QHA. These testing requirements shall also apply on any occasion when any one or more persons in an existing QHA household applies for a transfer.
2. Drug testing may also be required of any homebuyer or tenant, and any other person living with a QHA program participant where the QHA has reasonable suspicion to believe that such individual has been engaging in or is engaging in drug-related criminal activity during the term of the tenancy. No reasonable suspicion testing shall take place without the written concurrence of one of the following: a) legal counsel for the QHA; b) legal counsel for the Quinault Indian Nation; c) the Tribal prosecutor or a deputy associate prosecutor; or d) a judge of the Quinault Tribal Court.
3. Both the timing of testing required under this Policy and the specific tests to be required shall be at the sole discretion of the QHA.

F. Selections.

1. When a unit is available for occupancy, the selection of the eligible applicant from the Waiting List to occupy QHA owned or managed units shall be recommended by the Occupancy Specialist, subject to review and final approval of the Executive Director.
2. The Occupancy Specialist shall select the applicant with the highest Selection Criteria Score from the Waiting List. In the case where multiple applicants have the same score, date of application will be used to determine priority, with the earlier dated application ranking higher than subsequent applicants.
3. The Occupancy Specialist shall be responsible for notifying applicants when they have been selected for occupancy.
4. This method of selecting applicants is intended to ensure that tenant selection is fair, impartial, and not in violation of conflict-of-interest requirements of NAHASDA, including but not limited to nepotism, politics and favoritism.
5. Applicants will be treated in a respectful manner during the application and selection process.
6. The Board of Commissioners and QHA employees shall avoid any conflict of interest during the selection and admission process. The names and other particulars of all applicants shall be confidential. At no time shall the Board or any commissioner attempt to exert influence concerning the selection of an applicant; provided, that an aggrieved

applicant may appeal denial of admission to QHA housing and may appeal decisions regarding their placement on the waiting list to the Board of Commissioners under the Grievance Policy of the QHA.

G. Verification and Documentation of Application Data

1. Prior to a unit being available for occupancy, the QHA shall verify applicant eligibility. All statements made by the family in the application that may affect the determination of eligibility or level of payments are subject to verification by the QHA. The QHA shall assure accurate determination of eligibility and payments while at the same time respecting the privacy of applicants. To assure that the data upon which the determination of eligibility, preference status, monthly payment to be paid, and size of dwelling required are true and complete, the information submitted by each applicant shall be verified.
2. Verification of Household composition will be required and may include but is not limited to current permanent or joint child custody orders, marital status verification including divorce decree or marriage license, and verification of full- time student status. In order to prevent children from being listed in more than one household, all applicants must supply social security numbers for all persons listed on the Household Composition form. Verification from various agencies such as family services, child support, TANF may be included as verification of household.

For minor children, if there is no custody order issued by a court of competent jurisdiction, the applicant may be required to provide a written statement or Affidavit from the natural parent(s) or legal guardian(s) verifying that the minor child(ren) reside with the applicant.

3. QHA may require several forms of verification of information, including but not limited to:
 - a. Declaration by the Family on a Household Composition Form: this is the appropriate means for dealing with those statements regarding age, family composition, etc., which are often adequate for verifying income.
 - b. Documentation: Documents furnished by the family such as assistance checks, pay stubs, etc., are often adequate for verifying income.
 - c. Third-Party Verification: This entails contracts with Tribal enterprises, Authorized Ocean Fishermen, Cedar Salvage Operations, and similar sources.
 - d. In situations of temporary, non-recurring, or sporadic income, efforts will be made to obtain verification of previous years' income from income tax statements, where applicable, or other documents which may be available.
 - e. Certification of Indian Blood (CIB): The Certificate of Indian Blood must be on Tribal letterhead and signed by the Enrollment Officer or Chair.
 - f. Income verification: These documents are required for all adults over the age of

eighteen (18) residing in the household unless a full-time student, which must be verified by either tribal education Department or College. Lack of income must also be verified, such as Unemployment Insurance, General Assistance, DSHS, or SSI.

If no other means of verification of income is possible, the QHA may accept an affidavit describing sources and estimated amounts of income certified by the applicant, or in the case of a re-examination, by the home buyer.

Tenants are required to report all household members living at the premises for thirty (30) days or longer, and changes in household composition to the Occupancy Specialist. QHA will determine if household members reported are eligible for occupancy in the unit based on QHA eligibility requirements and unit size requirements. Tenants are also required to report changes in household income within thirty (30) days of a change in income to the Occupancy Specialist. QHA will take action to require a tenant to report household members living in the unit when it is reported or known that an individual is living in the unit. Failure to report changes in household composition or changes in household income is a lease violation and is grounds for termination of the lease.

4. The QHA will make a reasonable effort in determining the eligibility of a family for admission to its housing program. QHA will conduct reasonable inquiry into eligibility which may include reference and credit checks, and criminal background checks. All background checks will be kept confidential and will be kept in a locked filing cabinet.
5. Income verification requirements shall be determined by the QHA. It is the applicant's responsibility to timely provide all income verification and other verification information required by the QHA.

Applicants will be notified in writing at the mailing address listed on the application of any needed documentation and shall be provided an opportunity to provide information required for verification purposes within five working (5) days of the mailing of the notice to the Applicant. Any applicant who does not timely respond to a written request for verification documentation may be removed from the waiting list and notified in writing of such removal.

6. Should it be determined that any applicant fraudulently deceived the Authority, said applicant shall be disqualified. If a contract or lease has been executed, the contract shall be considered invalid and voided.

V. Pre-Occupancy Requirements

All Applicants are subject to the following requirement prior to occupancy of a unit.

A. Security Deposit.

A security deposit of \$400.00 must be paid in full at the time of admission. Unless a promissory note is provided from a program/department sponsoring tenants move-in. Elderly tenants will pay a security deposit of \$200.00. The security deposit will be returned to the payee within thirty (30) business days after the tenant vacates the unit if:

1. There is no unpaid rent or other charges owed to the QHA by the tenant.
2. The move out inspection shows that the unit is clean, with no damage except those resulting from normal wear and tear.

The QHA may deduct any unpaid Tenant account balance, rent, or other charges and any amount determined by the QHA as necessary to repair the unit. If the QHA withholds any Security Deposit amount, the QHA shall notify the payee in writing within thirty (30) business days of the date the unit is vacated notifying payee of the withholding of security deposit funds.

An additional pet deposit is required for any person who has an approved pet in accordance with the QHA Pet Policy. If the sum of any damages exceeds the deposit, the Tenant shall be billed for any amount of damage caused by the pet not covered by the deposit. Any unused pet deposit will be returned to the tenant within thirty (30) business days after the tenant vacates the unit. Re occurring damages can result in lease termination.

B. Rental Lease Agreement.

The QHA and the Tenant will enter into a lease agreement before the family is admitted into a rental housing unit. One (1) copy of the lease agreement will be given to the tenant and one (1) copy will be kept on record at the QHA office.

The Tenant and any spouse, and all adult family members age eighteen (18) and over will sign the lease, authorization of release forms, and all other required paperwork for the family.

Any change in the Head of Household will require termination of the existing lease and the signing of a new lease. The new Head of Household will have to complete the new tenant orientation.

If the amount of the rent changes, a Notice of Rent Adjustment will be dated, signed and furnished to the tenant. The notice will become part of the existing lease between the tenant and the QHA.

If lease provisions must be changed:

1. The existing lease will be canceled, and a new lease executed; or
2. An appropriate addendum or rider may be added to the existing lease; or.
3. Appropriate insertions may be made within the existing lease.

Riders, addendums, and insertions must be dated and signed by the tenant and the QHA. Outdated leases will be kept in the tenant's master file.

C. New Tenant Orientation.

When all paperwork is completed and approved the tenant will go through the New Tenant Orientation with the Occupancy Specialist. The Occupancy Specialist will go over the QHA

Lease Agreement, Rules of Occupancy, and Inspections. When the Orientation is completed, utility deposits are paid, and all other requirements of this Policy are met, the Occupancy Specialist will then turn over the keys to the tenant.

D. Rent Calculation.

The Tenant shall receive by mail a rent statement at the end of every month listing the balances and amount of rent that is due. Any payment not received by the 10th day of the month is considered delinquent, and a \$20.00 late fee will be applied to account. The tenant will also be in violation of the lease agreement except for salary deductions which are made timely pursuant to a salary deduction agreement. For NAHASDA funded rental units, the QHA shall not charge more than 30% of the Annual income of the household as rent. For all units, the QHA shall not charge more than Fair Market rent for the unit, as defined by the QHA on a project-by-project basis.

E. Utilities.

All tenants in the rental program will be responsible for paying for their own utilities.

VI. Re-examination of Income.

The family shall be required to periodically verify its income and family status in accordance with the documentation requirements of Section 4(F) of this Policy. Verification will be scheduled on an annual basis.

If a tenant fails to provide the required documentation of income, rent shall be charged at the amount for a family at eighty (80) percent of the median income until such time as the tenant provides required documentation. If the Tenant provides documentation verifying the annual income is less than eighty (80) percent of median income, the rent shall be adjusted to the proper monthly rent charge based upon actual income.

The annual re-certification is required to be completed by all tenants. Any tenant who does not complete the re-certification by the deadline will be subject to a Fair Hearing and can be evicted due to violation of policy.

VII. Monthly Payments Required

All QHA housing programs require participants to make a monthly payment as set forth in the Lease Agreement for rental units. The amount of monthly payment charged to low-income rental tenants for units assisted with NAHASDA funds shall not exceed 30% of adjusted income, notwithstanding any other provision of this policy. QHA reserves the right to set maximum rent ceilings for all rental units occupied by low-income families, and to set minimum rental and homebuyer payments for each of its homeownership projects not assisted with NAHASDA funds, or otherwise restricted by applicable federal law or funding agency conditions. Such maximum and minimum rents shall be available at the offices of the QHA. Families who are not low income shall be charged the Fair Market Rent for the unit, or $(\text{Income of non low-income family} / \text{Income of family at 80 percent of median income}) \times (\text{Rental payment of family at 80 percent of median income, whichever is less})$. Fair Market Rent shall be the amount based on the unit size as determined by HUD for the Quinault Indian Nation Service Area or the County if no Fair Market Rent has been established

by HUD for the Quinault Indian Nation Service Area. If the amount of the monthly payment changes as a result of Annual Recertification, the QHA shall issue a Notice of Rent Adjustment to the Participant notifying the Participant of the new rent or homebuyer payment amount.

VIII. Occupancy Requirements

A. Subleases.

Subleasing of rental units is not permitted.

B. Utility Connection Requirements.

Any Tenant whose utilities are disconnected and does not reconnect utilities within 3 days of the date of disconnection shall be issued a Notice of Lease Termination and Notice to Quit Possession. Tenants are required to use only electricity provided through the electric company, and propane only from the propane tank connected to the housing unit provided by the QHA. If the Tenant remedies the utility disconnection within three (3) days of the date of disconnection, the QHA will still issue a lease violation. Issuance of more than one lease violation during the term of the Lease can lead to lease termination. If the meter is switched out of Head of Household name, the Head of Household will receive a three (3) day notice to have the meter put back in the Head of Household name. If the meter is still not reconnected in Head of Household name, the QHA shall proceed to terminate the lease.

C. Head of Household Required to Maintain Continuous Occupancy.

The QHA enters into contractual lease agreements with the Head of Household for the Leasing of all QHA rental units. Because the Lease is a contract between the Head of Household, who is the Tenant, and the QHA, the Head of Household is required to maintain continuous occupancy of the unit in order to remain eligible for leasing the unit. The QHA may, in the following circumstances, enter into a new lease with a member of the household when the Head of Household no longer occupies the unit, or may permit the Head of Household to maintain occupancy of the unit only in the following circumstances:

1. Head of Household Consents to Change and Leaves the Unit.

If the Head of Household leaves the home the Tenant Account is at a zero balance, and the unit is not in need of repair due to tenant abuse, a new Head of Household may be designated if the new Head of Household meets the eligibility requirements including the requirements of Section I below. The security deposit balance will remain with the unit.

2. Educational Purposes Exception.

If the Head of Household leaves for educational purposes, they must not be away for more than nine (9) months. The Head of Household will be required to provide enrollment verification and a written request to remain as Head of Household to the QHA. The Head of Household who leaves for educational purposes and resides in a Tax Credit Unit, will not be allowed to reside in another Tax Credit Unit off the reservation. Should the Head of Household live in any Tax Credit Unit off the reservation, they will be required to

vacate and terminate their lease with the QHA. Any Head of Household who is away for educational purposes must designate a new temporary Head of Household who must consent and sign a new temporary lease for any period in which they are absent.

3. Head of Household Dies.

If the Head of Household dies, and there is no other Tenant, but there are other household composition members, the remaining family members who are listed on the Family Composition Form may designate a new Head of Household. The new Head of Household must meet eligibility requirements including the requirements of Section I below, except that QHA shall pursue any account balance on the account through probate or other available legal processes.

4. Head of Household is Absent from the Unit due to an order of the Court.

If the existing Head of Household is absent from the unit for a period exceeding one (1) month as a result of a Court order for detention or placement in a facility of any type for any reason, a new Head of Household must be designated from the existing members of the Household Composition that meets the eligibility requirements including the requirements of Section I below.

5. Head of Household Incapacitated.

In an existing Head of Household becomes incapacitated and is no longer able to manage their own affairs, as ordered by any court, an existing Household member may be designated as Head of Household provided that they meet the eligibility requirements including the requirements of Section 9 below.

6. Court Order.

If the Head of Household and their Spouse or other Household Member who is a parent of minor children who are Household Members no longer intend to reside together in the unit, a new Head of Household may be designated if the eligibility requirements are met including the requirements of Section I below.

7. Special Elderly Unit Conditions for continued occupancy.

Elderly tenants who have been committed, admitted or placed into a care facility and such placement exceeds sixty (60) days, shall be deemed to have abandoned the Unit and the QHA may commence lease termination proceedings prior to commencing lease termination proceedings, the QHA will contact the care facility and attempt to ascertain if the elderly tenant is in long-term placement. QHA may extend the period of time the elderly tenant is permitted to be absent if the QHA determines the placement is not a long-term placement exceeding ninety (90) days, for a period of an additional thirty (30) days, by notice in writing.

8. Transfer Provisions Applicable.

The QHA will require Tenants to permanently relocate to another unit suitable to their family size in order to meet the occupancy standards.

9. Requirements to Designate a New Head of Household.

In order for a family member listed on the Household Composition Form to become a new Head of Household under any of the allowable exceptions listed above:

- a. It must be approved by the existing Head of Household in writing and both Head of Household's (new and old) must be present at the Housing Authority to complete the designation process except in the case of death or incapacity, or
- b. The family member listed on the composition must provide a court order granting them custody of the remaining non-adult household members listed on the composition thereby rendering the Head of Household as being ineligible to occupy the unit.
- c. The family member applying for Head of Household must have been on the family composition for a minimum of six (6) months.
- d. The new Head of Household must be eighteen (18) years of age or older or legally emancipated by Court order.
- e. The new Head of Household must meet all admissions eligibility requirements.
- f. There must not be any arrears owed on the unit by the former Head of Household.
- g. The new Head of Household must complete New Tenant Orientation.

D. Transfers, Temporary Relocation and Voluntary Termination of the Lease by the Tenant.

1. Tenant Requested Transfers:

Head-of-Households will be allowed to transfer to another unit under the following conditions:

- a. There must be no back rent; and
- b. No lease violations within the past year; and
- c. There is a verified family composition change or other extenuating circumstance, which may require supporting documentation; and
- d. The unit to be vacated must be inspected and if tenant abuse is evident, the tenant will be required to pay or correct the abuse; and
- e. No person(s) may continue to occupy the vacated unit as a remaining family member, whether or not they are listed on the family composition; and
- f. The Head of Household and family requesting transfer must meet income and occupancy limits.

If the Head of Household and family meet the above requirements they will be allowed to apply for housing and placed on the appropriate waiting list suitable to their family composition. Transfers will be treated as a separate move-out and move-in. Tenants who

seek to transfer to another unit must also meet the admissions eligibility requirements at the time of selection and regardless of their eligibility status in their current unit.

2. Involuntary Transfers by the QHA.

The QHA may be required to transfer families in order to meet Program eligibility requirements and may transfer any tenant upon proper written notice of not less than fifteen (15) days to the Tenant. Transfers will be treated as a new move in and follow new tenant orientation.

3. Homebuyers Transfer to a Rental Unit.

When the homebuyer's accounts have been exhausted, the QHA may offer the homebuyer a transfer into a rental unit, if a unit is available and the prospective tenant meets the admissions eligibility criteria. In such circumstances, the Mutual Help Unit shall be assigned to a New Homebuyer.

4. Voluntary Move Out.

Tenants who wish to move out of rental units must give a two-week written notice before the move out. Tenants must complete an Intent to Vacate form. Tenants who fail to provide the required two-week notice will be charged rent up to the date the move-out inspection is done. If a Tenant does not file an Intent to Vacate form, the QHA will proceed with Abandonment of the Unit as provided for in the Lease Compliance Policy.

5. Temporary Relocations.

The QHA shall relocate those tenants who are required to vacate their units on a temporary/permanent basis as a result of natural disaster, or due to the need to renovate the unit. Relocation assistance is not available where it is determined that the relocation is the result of tenant damage to the unit and not a natural disaster. For example, the tenant causes a fire in the unit resulting in the unit being uninhabitable. Relocations will require the tenant(s) to execute temporary leases under the same terms and conditions as the original leases as well as any other terms and conditions the QHA deems necessary to satisfy the purposes of the relocation. Tenants may be relocated into vacant QHA Units, regardless of where the Unit is located. If the Tenant refuses to be relocated, the QHA may treat such refusal as a basis to terminate the Lease and evict the Tenant. The QHA shall provide relocation assistance to tenants displaced as a result of natural disaster or QHA activities.

E. Maintenance and Care of the Unit.

1. Responsibility for Maintenance.

The Tenant is responsible for immediately reporting all maintenance and repair needs to the QHA. Tenant is responsible for not causing any damage to the unit or yard. Tenant agrees not to damage or cause destruction of property. Tenants are to use all parts of the premises in a way they are intended or designed and refrain from destroying, defacing, damaging or removing any part of the premises, or allowing any other person to do so. Tenant will be charged for damages due to negligence. All damages will be repaired at the expense of the tenant. Tenant agrees not to remove any property belonging to the

Housing Authority, to include but is not limited to exterior door locks, appliances, structural items, etc. All maintenance work which is the result of normal property wear and tear shall be completed at the QHA's expense. All maintenance work which is necessitated by tenant abuse, neglect or carelessness shall be completed by the QHA and charged to the tenant. Any changes to the interior or the exterior of the unit or the premises are not permitted unless the Tenant requests the change in writing and the change is approved by the QHA.

The Maintenance of QHA rental units is a primary concern to the QHA. Failure of a Tenant to maintain a unit, to comply with inspection requirements, or to abide by all of the provisions of this Policy and the Lease will result in issuance of a lease violation, and termination of the lease for serious or repeated damage to a QHA unit. Any damages in excess of \$500.00 to a unit, or any repeated tenant caused damage to a unit is grounds for immediate termination of the lease agreement.

2. **Sanitary Conditions Required.** The tenant shall keep the premises in a clean and sanitary condition.
3. **Fire Prevention Required.** Tenants shall permit no combustible material to be kept on the premises and shall take every precaution to prevent fires, including ensuring that all fire extinguishers and fire alarms are maintained. Tenant shall not use any facilities for heating except those provided by the project (e.g., ranges are not to be used for heating the unit.)
4. **Disposal of Rubbish.** Tenant shall deposit all garbage in plastic bags in a heavy duty garbage can with a lid. Garbage shall be disposed of on a regular basis to prevent any type of pest infestation in interior & exterior of the home.
5. **Maintenance and Care of Exterior Premises.** Tenants are required to maintain their lawns and not allow weeds or lawn to become overgrown causing a fire hazard; rodent, spider or snake infestation. Lawns need to be mowed to the curb. QHA maintenance team will maintain all Elderly and Disabled units lawns and common areas.

Tenants are not permitted to make alterations to the housing unit, or the landscaping of a unit without the written permission of the QHA. Tenants may be authorized to install fencing around the yard of a housing unit at their own expense, provided that the following conditions are met:

- a. The Tenant provides the QHA with a written request listing the materials to be used in fencing and obtains written authorization;
- b. Tenant is responsible for the cost of fencing and maintenance of the fencing.
- c. The Tenant permits QHA to mark the location of fencing before it is installed to ensure it is installed within the property boundaries;
- d. The QHA inspects the installation upon completion to ensure it is acceptable and does not pose a threat to health or safety; and

- e. The Tenant signs a written agreement to maintain the fencing during the term of the tenancy at their own expense, and agrees to leave all fencing installed on the premises in the event they vacate the unit for any reason, including termination of the lease by the QHA.
- 6. **Non-Operating Cars / Junk Cars.** Cars shall be parked only in driveways and parking lots provided by the QHA. Tenant shall not locate on the premises or permit any other person to locate upon the premises any non-operating cars or other vehicles. Tenant shall be responsible for removal of any non-operating vehicles and the expense for removal. QHA reserves the right to remove non- operating vehicles after the issuance of two (2) lease violations. The expense of vehicle removal shall be charged to the Tenant. A Fair Hearing may also be required.
- 7. **Pest Control.** Tenants must report any infestation of rodents, bugs, or other pests to the QHA promptly. If the QHA determines pest control activity is required to eliminate any pests, the QHA will issue a notice in writing to the Tenant of the date and time of the pest control activity. If the Tenant does not contact the QHA at least forty-eight (48) hours prior to any scheduled pest control activity, and fails to prepare the unit for pest control activity or denies access to the unit at the scheduled time, the Tenant shall be responsible for payment to the QHA of the cost of the pest control, and the cost of rescheduling pest control activity, and such failure shall be deemed a violation of the lease agreement.
- 8. **Access to the Unit by QHA Personnel.** The QHA staff shall be allowed access to the dwelling at reasonable times, and upon notice in writing posted on the front door of the unit or delivered to the Tenant or an adult person located at the unit at least twenty four (24) hours in advance, except in situations involving an emergency where access is necessary to protect the health and safety of residents, or where the tenant consents. No tenant who unreasonably denies access to the QHA for these purposes may pursue an action or grievance maintaining that any services or repairs were not provided.
- 9. **Insurance.** The QHA shall carry fire and extended insurance coverage on the low rent units. Tenants are responsible for securing insurance coverage for personal property and contents of the house.
- 10. **Inspections**
 - a. **QHA Inspection Policy.** The QHA has the right to inspect units at any time for any valid business purpose during normal business hours after providing written notice of inspection by mail, or posting the notice on the front door of the unit or delivering notice to the Tenant in person or an adult person located at the unit. Housing Authority staff will inspect the interior, exterior and yard of the unit for Maintenance issues, Damages, Unsanitary Conditions and other lease violations or tenant concerns.
 - b. **Mandatory Inspections Required by QHA for all tenants.** Inspections with pictures are conducted upon move-in and move-out and shall be conducted at least annually on all units.

- c. Other Inspections conducted by the QHA. The QHA may also conduct inspections for the purposes of assessing renovation needs, inspections required by other agencies including HUD Section 8 Compliance inspections, Low-Income Housing Tax Credit Limited Partner Inspections, and South Dakota Housing Development Authority or North Dakota Housing Finance Agency tax credit compliance inspections. Inspections required by other agencies will involve another agency inspecting the unit with the QHA personnel present for the purpose of determining the QHA's eligibility for funding.
- d. Schedule of Inspections Required of QHA Tenants. Inspections shall be conducted every quarter for the first year of occupancy. Thereafter, QHA inspects the unit annually. If the Tenant fails an annual inspection, the QHA may require more frequent inspections as part of a lease compliance plan. Tenants will be allowed five (5) business days to correct deficiencies, except for any deficiency in housekeeping or maintenance or utility connection that presents an immediate threat to the health and safety of the occupants. The QHA shall provide Tenants with written notice of Lease Violation and the amount of time the Tenant has to remedy all violations, including violations that threaten the health and safety of occupants.
- e. QHA action following inspection. If the QHA determines upon inspection that the Tenant has failed to comply with any provision of the lease, the QHA shall issue a Lease Violation in accordance with the QHA Lease Compliance Policy, and the Occupancy Specialist will complete a follow-up home visit to ensure the Lease Violation is timely remedied.

If the QHA determines maintenance is needed on the unit, the QHA Occupancy Specialist shall submit a Work Order Request to the Maintenance Department on any maintenance issues or damages found during the inspection. Damages caused by tenant abuse will be charged back to the tenant and the tenant will be issued a Notice of Lease Violation and the QHA Lease Compliance Policy will be followed. Tenants may file a grievance disputing Work Orders charges charged to the tenant as tenant abuse in accordance with the QHA Participant Grievance Policy.

11. Enforcement. The Maintenance of QHA rental units is a primary concern to the QHA. Failure of a Tenant to report maintenance needed, to comply with inspection requirements, and to abide by all of the provisions of this section will result in issuance of a lease violation, and termination of the lease for serious or repeated damage to a QHA rental unit. Any damages in excess of \$500.00 to a unit, or any repeated tenant caused damage to a unit is grounds for immediate termination of the lease agreement.

F. Conduct that Threatens the Health or Safety of Other Occupants.

The lease of a renter may be terminated by the QHA for any activity engaged in by the resident, any member of the household of the resident, or any guest or other person under the

control the resident that threatens the health or safety of or right to peaceful enjoyment of the premises by other residents or employees of the owner or manager of the housing; or is involved in criminal activity (including drug-related criminal activity) on or off the premises. The Criminal Policy of the QHA also applies to continued occupancy of rental units.

- 1. Criminal Activity by the Tenant, Household members or guests prohibited.** Tenants, their household members and guests may not engage in criminal activity. Any substantiated report of criminal activity that threatens the health or safety or right of peaceful enjoyment of the premises by residents by the Tenant shall result in termination of the lease. Any substantiated report of criminal activity that threatens the health or safety or right of peaceful enjoyment of the premises by residents by a household member or guest shall result in issuance of a lease violation to the Tenant. If Tenant fails to remedy the lease violation by removing the household member from the Household Composition and removing the family member from the unit, the QHA shall proceed with Lease Termination under its Lease Compliance Policy. Violent Criminal activity is automatically conduct that threatens the health, safety or right of peaceful enjoyment of the residents. Harboring a person who has been excluded from the Quinault Indian Reservation is also considered conduct that threatens the health, safety and welfare of residents.

The Board of Commissioners of the QHA may waive the ineligibility of any person ineligible under this section of the Policy if:

- a. The offense is not an offense that would result in prohibition from residing in NAHASDA assisted housing by registered sex offenders;
- b. The person demonstrates successful completion of a rehabilitation program approved by the QHA, including successful completion of any required follow- up treatment plan or other follow-up requirements; or
- c. The QHA determines that the offender does not pose a risk to the health and safety of the residents in QHA Housing or a risk to QHA property.

2. Drug-related Criminal Activity.

- a. The manufacture, sale or distribution, use or the possession of a controlled substance as defined in the Controlled Substance Act (excluding controlled substances legalized and regulated pursuant to a law of the Nation), by the Head of Household or household member constitutes a violation of the lease agreement, regardless of where the drug-related criminal activity occurs. Drug-Related Criminal Activity by a guest on the unit premises also constitutes a violation of the lease. When the QHA substantiates a report of drug-related criminal activity, or upon conviction, guilty plea or no contest plea to drug-related criminal activity by the Tenant during the lease term, the lease shall be terminated in accordance with the QHA Lease Compliance Policy. If a household member or guest engages in drug-related criminal activity, the first time it occurs, if there is no evidence that the Tenant had knowledge of the activity, the QHA shall issue

a lease violation to the Tenant requiring the Tenant to remove the household member from the Household composition and residency in the unit. If the Tenant does not remove the household member, the Lease shall be terminated in accordance with the QHA Lease Compliance Policy. If there is a second violation, the lease shall be terminated. If there is any evidence the Tenant had knowledge of the drug-related criminal activity, the Lease shall be terminated.

- b. The Board of Commissioners of the QHA may waive the ineligibility of any person ineligible under this section of the Policy if:
 - i. The person demonstrates successful completion of a supervised drug rehabilitation program or other rehabilitation program approved by the QHA, including successful completion of any required follow-up treatment plan or other follow-up requirements; or
 - ii. The circumstances leading to the ineligibility no longer exist. For example, the individual failing the drug test is no longer in the household.

3. Registered Sex Offenders.

Allowing a sex offender who is required to register with the Tribe, State, or Federal government under Tribal or Federal law to reside in Unit is a violation of the lease. When the QHA substantiates that a Tenant is required to register as a sex offender, during the lease term, the lease shall be terminated in accordance with the QHA Lease Compliance Policy. If a household member is required to register as a sex offender, the QHA shall issue a lease violation to the Tenant requiring the Tenant to remove the household member from the Household composition and residency in the unit. If the Tenant does not remove the household member, the Lease shall be terminated in accordance with the QHA Lease Compliance Policy.

4. Conduct that Disturbs to Right of Peaceful Enjoyment of other residents prohibited.

Tenants, household members and guests are required to conduct themselves in a way that will not disturb the peaceful enjoyment of others or abuse property. The Tenant is responsible for ensuring household members and guests comply with this requirement. Tenant shall ensure all household members and guests abide by any curfew established under Tribal law. This includes not conducting or permitting loud parties or permitting other conduct that disturbs the peace. QHA will schedule an inspection within forty-eight (48) hours to inspect any unit in which a house party, loud music, public drunkenness, fighting, or disrupting has been reported in writing.

5. Firearms.

Tenant shall not permit any person(s) on their household composition or guests of their unit to discharge firearms within 100 feet of QHA units or residential neighborhoods or premises. Tenant shall not permit any household member or guest to use bb guns or other weapons of any kind on or near the premises or residential neighborhoods. Tenant will not

allow children or guests to use bb guns, slingshots, paint guns, stun guns, pellet guns or any type of small firearms that could cause injury or harm on the premises.

6. Pets.

Tenant will be responsible for the actions of their pets. Tenants will not allow their Dogs or cats authorized by the QHA to bite or cause harm to any of the other residents in the community. Tenants will be held liable for any damages caused to persons or property. Tenants shall not keep any pets without the prior written authorization of the QHA. The QHA Pet Policy shall govern all rental tenants and specifies allowable pets and the conditions of pet approval. A photograph and description of the pet is required for QHA records.

G. Unauthorized Use of the Unit.

Tenant shall not use the unit for any purpose other than as a primary residence. No business may be conducted from the unit or the premises without QHA written approval. Tenant may not sublease, assign, or let the premises to any boarder or lodger at any time, nor permit any unauthorized person to reside at the unit who has not been added to the Household Composition Form and approved for occupancy by the QHA.

H. Tenant Responsibilities Prior to Move-out.

1. Schedule a Move-Out Inspection.

The Tenant is responsible for scheduling a move-out inspection on the date the Tenant vacates the unit with the QHA. If the Tenant fails to schedule a move-out inspection, the QHA Occupancy Specialist shall schedule a move-out inspection and notify the Tenant of the date and time of the inspection in writing at the last known address of the Tenant.

2. Turn in All Keys.

Tenant is responsible for turning in all keys to the unit at the time of move-out. Failure to return keys shall result in charges to the Tenant for changing the locks to the unit.

3. Cleaning of the Unit.

Tenant is responsible for ensuring the unit is in a clean and sanitary condition upon move-out, including removal of all rubbish, debris and personal property from the premises. Tenant will be charged for any required cleaning or disposal of abandoned property. Tenant must pay the amount owed before being considered for re-qualification for another unit.

4. Notification of Forwarding Address.

Tenant is responsible for providing the QHA with a forwarding address to return any Security Deposit due to the Tenant after the unit returned to the QHA.

5. Removal of Personal Property.

When any personal property/belongings or household goods and furnishings of the Head of Household are left on the premises after move out, whether the move out be voluntary

or involuntary, the Head of Household will be notified by certified/registered mail or hand delivered with a Return of Service that the QHA is storing the property for thirty (30) days, and shall provide the Tenant with notice of the location of the property that must be retrieved by the Tenant within thirty (30) days in writing to their last known address.

The Tenant shall be responsible for QHA's storage costs incurred during the thirty (30) day period, and that Tenant shall pay the storage costs in full when claiming said personal property with the thirty (30) day period. The Tenant's failure to claim the personal property within the thirty (30) day period and pay in full the QHA's storage costs incurred during the thirty (30) day period shall be considered abandonment of said personal property, and the QHA shall dispose of the personal property in a manner deemed appropriate. Storage costs incurred but not paid by the Tenant shall be enforceable as a Judgment.

I. Abandonment of a QHA Unit.

The Tenant is responsible for ensuring the Lease is not violated even when they are not in the unit for temporary reasons. Any Tenant who intends to be absent from the unit for more than five (5) days shall notify the QHA Occupancy Specialist and shall make arrangements to ensure utilities remain connected.

1. Abandonment of Unit Defined.

Abandoned means an absence of physical presence from a unit where the tenant, lessee, or subtenant, has vacated the unit without notice to the landlord, which is evidenced by removal by the tenant or his agent of substantially all of his possessions and personal effects from the premises, or evidence that the tenant has been absent from the unit for ten (10) or more continuous days and either:

- a. non-payment of rent for one or more months,
- b. terminated water or electrical service, or zero propane in the propane tank for five or more days, or
- c. an express statement by the Tenant that he does not intend to occupy the premises after a specified date; or
- d. QHA's receipt of evidence that the Tenant is incarcerated in any facility for more than 30 days or is leasing a different property for more than 30 days.

2. Abandonment Procedures.

In the event a dwelling has been abandoned, the QHA will conduct an emergency inspection and post notice of inspection. Should inspection provide evidence of abandonment, the QHA will post a notice on the dwelling stating that the Housing Authority intends to take possession of the unit within five (5) days. After the fifth day, the QHA will change the door locks on the unit to prevent vandalism or unauthorized persons from occupying the unit. A Notice of Abandonment and Lease Termination will be sent by certified mail to the address of the Tenant and copy of the Notice will be posted on the unit. Should the tenant fail to respond or report to the QHA within five (5) days of the posting of the Notice of Abandonment and Lease Termination, the QHA shall proceed

to repossess the unit and reassign the unit to a new tenant. Any abandoned property will be stored for thirty (30) days from the date the QHA repossess the unit. Charges for the property storage will be charged to the Tenant at a fair market rate.

If the QHA issues a Notice of Abandonment and Lease Termination, and Tenant responds within five (5) working days of the posting of the Notice, the Tenant may not add any person to their family composition list for thirty (30) days.

If the QHA issues a Notice of Abandonment and Lease Termination, and Tenant responds within five (5) working days of the posting of the Notice, all charges incurred during the process will be the responsibility of the Tenant. Charges shall include but are not limited to new door locks, weatherizing the unit and/or repairing the appliances, unit structure, etc. The Tenant is responsible to report to the QHA the reasons for failing to occupy the unit. If the QHA determines the unit is not abandoned, or if Tenant disputes the abandonment within five (5) working days of posting of the Notice of Abandonment and Lease Termination, the QHA may proceed to terminate the lease for cause.

IX. Enforcement of Lease Requirements

The Lease sets forth all requirements that are conditions of the lease. Failure of the Tenant to abide by the Lease requirements or any provision of the Rental Admissions and Occupancy Policy will result in action by the QHA to enforce the lease under the QHA Lease Compliance Policy.

X. Investigation of Complaints

When the QHA receives a written complaint with the date and time of incident relating to the conduct of a Tenant or household member or guest, the QHA will investigate the complaint. If the complaint is substantiated, the QHA will proceed with Lease enforcement action under the QHA Lease Compliance Policy. Home visits will be conducted on oral complaints received, to substantiate or refute the complaint within five (5) days. Complaints regarding drug related criminal activity forty-eight (48) hours. No Lease Compliance action will be taken on the sole basis of an oral or anonymous complaint. Any complaint concerning any criminal activity, including but not limited to child abuse/neglect and/or Drug-Related Criminal Activity will be immediately referred to either the Child Protection Services and/or the Police Department.

XI. Grievances

Except as specifically provided otherwise, any grievance arising under these policies shall be subject to and resolved in the manner described in the Participant Grievance Policy of the QHA. Any family which is determined not to be eligible to participate in rental activities, and any family that is denied admission, shall be advised of the right to grieve such action or decision of the QHA and of the right to examine any relevant documents, records, or regulations directly related to the eviction or termination; provided that the documents and records which may be examined shall not include documents and records containing confidential information regarding other applicants or occupants. Any family whose occupancy is terminated shall have those rights set forth in the Lease Collections

and Compliance Policy of the QHA including as applicable fair hearing rights.

XII. Tenant Incentives

The QHA Board may authorize tenant incentives to recognize tenants who are exemplary and who go above and beyond complying with the Lease Agreement in the care of the home, contributions to the QHA communities, contributions to the safety of the QHA community, or the beautification of the QHA communities, or who demonstrate significant improvement in lease compliance such as rent payment or property maintenance. Such incentives may include gift cards or items.