

PORT GAMBLE S'KLALLAM HOUSING AUTHORITY

RENTAL ASSISTANCE PROGRAM POLICY

Adopted by Motion 3/16/2017

Revised:

8/31/2023

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PORT GAMBLE S'KLALLAM HOUSING AUTHORITY (PGSHA)

RENTAL ASSISTANCE PROGRAM POLICY

I. POLICY STATEMENT

- a. The Rental Assistance Payment Program is to provide temporary rental assistance to Port Gamble S'Klallam members within Kitsap County, as funding permits.

II. TERM OF ASSISTANCE

- a. Rental Assistance has a limit of 60 months for eligible individuals. PGSHA may assist with one-time move in costs. If a participant elects to move to another rental unit while receiving rental assistance, the Executive or Assistant Director will determine if the annual budget can assist with additional move-in costs. If a participant is forced to move, documentation must be submitted to PGSHA and full move-in costs to a new rental unit may be authorized by the Executive or Assistant Director.
- b. Transitional Home Rental Assistance can be used for a period of 6 months at a time, with PGSHA paying the full month's rent each month. A participant can request an extension the month prior to expiration of their assistance in a written request stating why they need the extension. This request will be reviewed by the Executive or Assistant Director, who will make the final decision on granting the extension. Transitional Home Rental Assistance does not count against the allotted 60 months in a lifetime.

III. PREFERENCE IN SELECTION

a. Tribal Preference

- i. Only tribal member families will be eligible for the Rental Assistance Program.

b. General Preference

- i. PGSHA will give preference in the Rental Assistance Program to applicants on a first-come, first-served basis. Applicants will be selected based on the date a complete application is received.

IV. DEFINITIONS

All terms used in this policy are same as defined in the PGSHA Eligibility, Admissions, and Occupancy Policies and Procedures. The following additional terms are used in this policy:

a. Rental Assistance Application

- i. An application form that is to be submitted to the PGSHA by an applicant, with completed information, signatures, and requested attachments to request participation in the Rental Assistance Program.

b. Income and Total Tenant Payment Calculation Worksheet (Appendix 1)

- i. A document that is used by the program administrator to determine adjusted annual income and the total tenant payment for the participant.

c. Handout to Program Participants (Appendix 2)

- i. A document issued to an applicant that has been determined eligible for the Rental Assistance Program that explains the program and the estimated amount of assistance they are eligible for.

d. Participant Responsibilities (Appendix 3)

- i. A document explaining a Rental Assistance Program participant's responsibility while receiving assistance.

e. Rental Assistance Certificate (Appendix 4)

- i. A document issued to an applicant that has been determined eligible for the Rental Assistance Program which allows them to begin to look for a rental unit.

f. Rental Unit Inspection Form (Appendix 5)

- i. A document used during a rental unit inspection to check for any health or safety issues prior to approving the rental unit.

g. Rental Assistance Contract (Appendix 6)

- i. A document that provides the agreed upon terms and conditions between PGSHA, a landlord, and an applicant for Rental Assistance payments.

h. Rental Unit

- i. A dwelling that is not owned or operated by the Port Gamble S’Klallam Housing Authority

i. Landlord

- i. A person or entity who either owns or manages a rental unit.

j. Tenant Rental Agreement

- i. A document giving rise to a participant's right of occupancy to the rental unit, such as a lease with a landlord.

k. Transitional Home

- i. Temporary housing with supportive services to individuals transitioning from institutions including, but not limited to, jail, prison, or in-patient treatment programs.

l. Move-In Costs

- i. First month’s rent, security deposit if eligible, and last month’s rent if required.

V. PROGRAM REQUIREMENTS

- a. The applicant must be eligible to participate in programs operated by the PGSHA pursuant to the PGSHA Eligibility, Admissions and Occupancy Policies and Procedures.
- b. The applicant must have income sufficient to pay at least 25% of the rent within 30% of the household’s adjusted income. The PGSHA Executive Director or Assistant Director has the authority to waive the income requirement for up to 6 months for individuals applying for assistance for a transitional home.
- c. The rental unit must be situated within Kitsap County. The Executive or Assistant Director is authorized to make exceptions to this requirement for reasons that include educational and medical reasons.
- d. The rent charged for occupancy of the unit must be reasonable and not exceed 100% of the fair market rent (FMR) for the unit size, as established by HUD for the area where the unit is located. Single occupancy units, rent of room, and rent of a studio apartment will be at the rate of an efficient unit.

- e. An applicant will not receive assistance if they are receiving housing assistance under another federal program, or a state or local rent assistance program if this assistance would result in duplicative assistance.
- f. An applicant will not be eligible for assistance if any household member owes an outstanding debt to PGSHA.
- g. If any member of the applicant's household has previously been evicted from a PGSHA unit or had other PGSHA assistance terminated for cause, the applicant's household will not be eligible to apply for rental assistance for 6 months from the date of the eviction/termination.
- h. If any member of the applicant's household previously received rental assistance from PGSHA and was either evicted or abandoned the rental unit without notice, the applicant's household will not be eligible to re-apply for rental assistance for 1 year.
- i. Rental assistance or other funds to be paid pursuant to this policy shall be paid to the owner or manager of the property, as applicable, and not to the participant.

VI. TASKS

a. PGSHA Responsibilities

- i. The Assistant Director will submit a written report to the BOC at each meeting.
- ii. The income of the applicant must be verified before assistance is provided and reexamination, as required, by PGSHA. Income limits are established by household size and revised annually by HUD.
- iii. Notification
 - 1. An applicant will be sent written notification within 30 days of receipt of his or her completed application stating eligibility status.
 - 2. If an applicant does not meet the eligibility requirements, the notice shall state the basis for the determination and that the applicant is entitled to a hearing before the Board of Commissioners (BOC) in accordance with the PGSHA Participant Grievance Policy and Procedures.
 - 3. Any notice by PGSHA or the Executive or Assistant Director to the applicant required by law or this policy shall be deemed to have been given when deposited in the United States mail, postage paid, addressed to the applicant at the most recent address provided on the application form.

4. If assistance is terminated by PGSHA, a written notice will be sent to the participant at the last known mailing address, and will include the following:
 - a. A statement that the participant will be terminated from the program and an explanation of why.
 - b. A right to appeal the termination in accordance with the PGSHA Participant Grievance Policy and Procedures.
- iv. PGSHA will advertise the Rental Assistance Program through the Port Gamble S'Klallam Tribe media as funds are available.
- v. PGSHA will conduct an orientation meeting with all eligible applicants to review program requirements, Participant's Responsibilities (Appendix 3), and to issue a Rental Assistance Certificate (Appendix 4).
- vi. Once a rental unit has been approved, a final assistance calculation is required to determine PGSHA's and the participant's share on the rent.
- vii. PGSHA will draft a Rental Assistance Contract (Appendix 6), which all three parties (the landlord, the participant, and PGSHA) will sign. Each Rental Assistance Contract shall begin on the first day of the tenant rental agreement.
- viii. Accounting
 1. PGSHA will follow its Financial Management Policy to process payments.
 2. PGSHA will report to the Internal Revenue Service annually the amount of rental income paid to the landlord.
- ix. Record Keeping
 1. PGSHA shall maintain a current ledger for the Rental Assistance Program that includes the following:
 - a. Name, address, and phone number of approved applicants.
 - b. Name, address, and phone number of the landlord of the rental unit.
 - c. Rental Assistance payment amounts and dates.
 - d. Status of the Rental Assistance payments on an annual basis.

- e. The identification of the Tribe's annual Indian Housing Block Grant from which funds are paid.

b. Participant's Responsibilities

1. The applicant must request participation in the Rental Assistance Program by submitting a completed Rental Assistance Application.
2. The participant must supply the required information deemed necessary for the PGSHA to administer the program. This includes information related to the calculation of income, family composition, and signatures on consent forms, submission of documents and disclosure and verification of social security numbers.
3. The participant shall be responsible for searching for and selecting a rental unit.
4. The participant shall provide a fully executed copy of the Tenant Rental Agreement. PGSHA will not be a party to or guarantor of any Tenant Rental Agreement.
5. The participant must comply with the Tenant Rental Agreement and the Rental Assistance Contract (Appendix 6).
6. Utilities are the responsibility of the participant.
7. The participant must use the approved rental unit as the participant's only residence and provide notification of any income changes in the household.
8. The participant must not own or have any interest in the approved rental unit.
9. The participant must not commit fraud, bribery, or any other corrupt or criminal act.
10. The participant must immediately notify PGSHA if he or she voluntarily vacates or is evicted from the rental unit. If the participant fails to provide such notification, he or she will be responsible for reimbursing PGSHA for all costs incurred after the vacation or eviction.

VII. DENIAL OF APPLICATION

- a. An applicant will be denied assistance under the program for the following:
 - i. The applicant does not meet the eligibility criteria described in this policy.

- ii. The applicant does not meet the income requirements.
- iii. Refusal to enter a Rental Assistance Contract (Appendix 6) for an approved rental unit.
- iv. A member of the applicant’s household owes a previous debt to PGSHA.
- v. A member of the applicant’s household has been evicted from PGSHA housing within the past 6 months.
- vi. A member of the applicant's household has been evicted from or abandoned a rental unit while receiving rental assistance in the past 12 months.

VIII. ELIGIBLE USES OF ASSISTANCE

- a. Each unit being considered for rental assistance will be required to have an inspection using the Rental Unit Inspection Form (Appendix 5).
- b. The following table shall be used as a guide to determine the size of home a participant is eligible for based on the size of the household composition.

Number of Bedrooms in Unit	Number of Persons in Family
1 bedroom	1-3
2 bedroom	2-5
3 bedroom	3-7
4 bedroom	4-9

- c. Participants may select a larger rental unit, but PGSHA will not increase the assistance amount to cover the increased costs of a larger unit.
- d. If the household composition has decreased and the family prefers not to move to a smaller unit, the rental assistance amount will be recalculated based on the amount for a smaller unit and assistance may be decreased causing the family’s share of the rent to increase.

IX. ASSISTANCE CALCULATIONS

- a. Payment standards
 - i. PGSHA has set a payment standard for each of the available bedroom sizes by utilizing 100% of the current year’s HUD Fair Market Rent (FMR) for Kitsap County, which are updated annually. The assistance will be adjusted by the bedroom size of the approved unit.

- b. Assistance calculation
 - i. This calculation is a fixed total tenant payment (TTP). The tenant will be required to pay 30% of the family's monthly adjusted income. PGSHA will pay the difference between the TTP and the approved gross rent for the unit, not to exceed 75% of the FMR.
- c. Security deposit
 - i. PGSHA may assist with the security deposit, provided that applicant does not owe a balance from a previous security deposit awarded from the Rental Assistance Program.
- d. First and last month's rent
 - i. PGSHA may pay the full amount of the first month's rent, whether that is a full month or a pro-rated amount, depending on the move-in date.
 - ii. PGSHA may pay the last month's rent if required.
- e. If an applicant is eligible for the program, but the full monthly rent amount does not exceed 30% of the applicant's monthly adjusted income, PGSHA may still help with move-in costs. Then the applicant will be responsible for paying subsequent month's rent.

X. TERMINATION OF ASSISTANCE

- a. The PGSHA will terminate assistance if it determines that a participant has knowingly not reported additional income.
- b. Assistance will be terminated when:
 - i. The applicant fails to update the household composition to add any person, so as to complete the required screening for the Rental Assistance Program.
 - ii. The applicant has moved from the rental unit without notifying the PGSHA.
 - iii. Violation of the Rental Assistance Contract.
- c. During the grievance process, assistance will be delayed until a final determination is made.

XI. MOVES AND TERMINATION OF TENANCY

- a. Participants may elect to move to another rental unit, as permitted by the Rental Assistance Contract. The participant should adhere to the following:

- i. The participant should give the landlord and PGSHA 30 days' notice of the intent to move, so payment is not paid on a rental unit that is no longer occupied by an eligible participant.
- ii. If the tenant moves within one (1) year of the issuance of the Rental Assistance Certificate, the tenant may be issued another certificate for the remaining timeframe of the original certificate and must adhere to the original certificate.
- iii. PGSHA has the final determination on whether or not to renew the Rental Assistance Certificate.

XII. CONFLICT OF INTEREST

- a. No person who participates in the Rental Assistance Program decision making process or who has inside information with regard to Rental Assistance Program activities, including but not limited to PGSHA staff, board members, tribal council members, or/and members of immediate family of PGSHA staff, board members, tribal council members, and business associates, may obtain a personal or financial interest or benefit from such activities.
- b. This provision does not apply when a person, who might otherwise be included, is low-income and is selected for assistance in accordance with this Policy, provided that there is no conflict under applicable tribal law. PGSHA must make a public disclosure of the nature of the assistance to be provided and the specific basis for the selection of the person. PGSHA also must provide a copy of the disclosure to the HUD Northwest Office of Native American Programs prior to providing assistance to the person.
- c. PGSHA shall maintain records of all exceptions made or waivers requested under this Section for a period of three years after the exception is made or waiver granted.
- d. PGSHA may request from HUD a waiver of the requirements of this Section on a case-by-case basis, if PGSHA determines that such an exception would further the primary objectives of NAHASDA and the effective implementation of PGSHA's program. Prior to requesting such waiver, PGSHA must make a public disclosure of any such conflict and determine that no conflict exists under applicable tribal law.

XIII. UPDATING POLICIES AND PROCEDURES

- a. These policies and procedures may be updated, from time to time, to comply with current program requirements and/or priority and direction of the PGSHA Board of Commissioners. Such changes will affect any new Rental Assistance Contracts and will not change the terms of existing contracts.