

**SALISH & KOOTENAI
HOUSING AUTHORITY**

**TENANT BASED ASSISTANCE PROGRAM
OCCUPANCY POLICY**

This Tenant Based Assistance Program Occupancy Policy was adopted by the Salish and Kootenai Housing Authority Board of Commissioners on the 18th day of June, 2024.

**TENANT BASED ASSISTANCE PROGRAM
OCCUPANCY POLICY**

Table of Contents

		Page
Section 1.	Policy Statement & purpose	3
Section 2.	Program Requirements and Eligibility	3
2.1.	Fairness and Non-Discrimination	3
2.2.	Service Area	4
Section 3.	Assistance Determination	4
3.1.	Determination of Assistance Amount	4
3.2.	Participant Contribution Calculation	4
3.3.	Minimum Assistance	4
3.4.	Occupancy Standards	4
3.5.	Fulltime Students	5
Section 4.	Rental Requirements	5
4.1.	Lease Term	5
4.2.	Lease Approval	5

Section 1: Policy Statement & Purpose

The Board of Commissioners (Board) of the Salish and Kootenai Housing Authority (Housing Authority) has set forth this policy to ensure that Participants of the Tenant Based Assistance Program (TBA) are aware of their responsibilities when leasing rentals from the private market. This policy applies to all TBA Participants. This program was created to supplement existing Housing Authority stock by utilizing community housing inventory. This policy is formally adopted by the Housing Authority and until revised or changed by formal action of the Board, the staff is required to follow them. Some of the provisions of these policies, but not all, reflect requirements of federal or tribal law. The Housing Authority may have also elected by formal resolution to establish alternative policies for programs that are operated without Native American Housing and Self-Determination Act (NAHASDA) Assistance.

Section 2: Program Requirements and Eligibility

2.1 Fairness and Non-Discrimination: Eligibility for programs and admission to units operated by the Housing Authority shall be fair at all times and in all respects. Board members and staff of the Housing Authority shall be fair and impartial in selecting people to participate in programs of the Housing Authority. They are prohibited from making determinations based in whole or in part on family ties, political views, or personal bias. Selections made by the staff may be reviewed by the Board for compliance with this Policy and other Housing Authority requirements.

- A. Pursuant to the NAHASDA law and regulations, the Housing Authority will comply with the following nondiscrimination requirements, as applicable:
1. The Age Discrimination Act of 1975 (42 U.S.C. 6106-6107) and HUD's Implementing regulations in 24 CFR Part 146
 2. Rehabilitation Act of 1973: Section 504 (29 U.S.C. 794) and HUD's implementing regulations at 24 CFR Part 8. (i) The Indian Civil Rights Act (Title II of the Civil Rights Act of 1968; 25 S.C. 1301-1303)

Applicant must meet eligibility requirements set forth in TBA Eligibility and Admissions Policy.

Participant may not receive the benefit of TBA while receiving the benefit of any other form of housing subsidy for the same dwelling unit or for a different dwelling.

The assisted unit must be the Participant's only residence.

The Participant may receive TBA for a combined period of five (5) years, excluding elderly or handicapped individuals.

If there is more than one member of the household over the age of 18 residing in a residence that is being assisted through TBA and this household has reached the five (5) year assistance mark, this household is not eligible to receive additional assistance by changing of the head of household.

If a former Participant has received their five (5) year allocation of TBA as either the Head of Household or co-head and the former Participant is now a current member of a household that is applying for TBA or applying to be a member of a household currently receiving TBA, these households are not eligible to receive TBA if the former Participant is a co-head of the household. This excludes elderly or handicapped individuals.

When a current Participant or future applicant is approved for a TBA slot the Participant must apply for other housing services offered through the Housing Authority.

Once the Participant has completed their program briefing, Participant will have sixty (60) days to secure an approved unit. If the Participant does not secure an approved unit within the set time frame, the TBA eligibility will expire and the Participant will lose their TBA slot and will be removed from the waiting list. If the Participant provides documentation that they will have a potential unit, an extension may be granted by the Occupancy Manager.

TBA cannot be used in Rent-To-Own lease contracts.

2.2 Service Area: The Participant can lease anywhere in the service area of the Housing Authority. The service area of the Housing Authority is the Flathead Reservation. Requests for assistance outside this area may be approved for Missoula or Kalispell only and only for cases where the need is demonstrated and verified by a physician for medical reasons or for full time students with verified acceptance and attendance in college in Missoula or Kalispell.

Section 3: Assistance Determination

3.1 Determination of Assistance Amount: Participant assistance amount will be calculated using the household's adjusted annual income as defined in Section 4 of the Native American Assistance and Self Determination Act of 1996, and 110% of the Fair Market Rent for the relevant county as determined by HUD.

3.2 Participant Contribution Calculation: The assistance amount a Participant will be eligible to receive will be the rent charged by the landlord minus 30% of the family's adjusted monthly income (AMI). If 30% of AMI exceeds the rent amount and the Participant is still income-eligible, Participant is eligible to remain in the program. Income-eligible Participants will receive a minimum of \$200 of monthly rental assistance from the Housing Authority. The amount charged cannot exceed 110% of that county's fair market rent. If Participant is not income eligible or cannot find a rental at or below 110% of fair market rent, Participant is not eligible for assistance.

3.3 Occupancy Standards: In determining the number of bedrooms a Participant is eligible to rent, the Housing Authority will give consideration of sex and age of family members, and to the physical health problems of any family member. The following is a guide to assist with determining household size:

<u>Number of bedrooms</u>	<u>NUMBER OF OCCUPANTS</u>	
	<u>Minimum</u>	<u>Maximum</u>
0	1	2
1	1	2
2	1	4
3	4	6
4	6	8
5	8	10

3.4 Full-time students: If Participant is enrolled as a full-time student at an institution of higher education one of the following will apply:

- A. If listed as the head of household, assistance will be provided for all members of the household and the payment standard will be according to section 3.3 Occupancy Standards. The entire household would be required to qualify for the program.
- B. If listed as a member of a household (roommate), the amount of assistance will be one fraction of the number of adults in the household, i.e. $\frac{1}{4}$ if there are four adult members. However, if there are couples in the household then the couple is considered as one member for this purpose.
- C. Participant must provide documentation at the beginning of each quarter/semester that the Participant is still enrolled in their institution of higher education in which they were enrolled in the previous quarter/semester.
- D. When Participant graduates from their institute of higher education, the Housing Authority will pay their TBA amount for three months following their graduation date. Participant must provide the Housing Authority a copy of their diploma within 30 days of graduation. If a copy is not received within 30 days of graduation, the Participants TBA will be terminated effective the last day of their graduating month. Participant will have the option to transfer their TBA slot back to the boundaries of the Flathead Reservation for the remainder of their five year allocation.

Section 4: Rental Requirements

4.1 Lease term: All lease terms will be for a minimum of six months and thereafter a month to month unless a 30-day notice is provided by the Participant or owner of intent not to renew the lease. Participant or owner must provide notice to the Housing Authority as well of their intent not to renew the lease.

4.2 Lease Approval: Upon receipt of the proposed lease, the Housing Authority will review it and determine if there are any unlawful provisions in the lease. If any unlawful provisions are found the Housing Authority will require the landlord to amend them. If the owner is not willing to amend them, the lease will be disapproved. If the lease covers all necessary provisions required and are determined to have no unlawful provisions, the

Housing Authority will approve the lease. The Housing Authority will provide the Participant a copy of the Montana Residential Landlord and Tenant Act and Illegal Housing Discrimination Act, as well as a list of NAHASDA requirements to give to potential owners to assist them in submitting an acceptable lease.

- 4.3 Inspections:** The Housing Authority will conduct pre-occupancy inspections utilizing the HUD section 8 Housing Quality Standards (HQS) and inspection form to ensure the unit is a healthy, safe, and decent place to reside, prior to approval of assistance payments. If the unit does not pass the inspection, assistance can be approved if the landlord is willing to make necessary repairs to bring the unit up to the minimum requirements. If the landlord is not willing to make the repairs, assistance cannot be approved. The Housing Authority will provide the Participant with the brochure “A Good Place to Live!” HUD-593-PIH (9) to assist them in finding housing that meets the minimum requirements.

The Housing Authority will conduct special inspections if it is reported that the dwelling no longer meets the minimum requirements and the owner is unwilling to make the necessary repairs. If it is determined that the unit no longer meets the minimum requirements, the Housing Authority will request the necessary repairs in writing to the landlord. If the landlord is unwilling to make the repairs, the Housing Authority will allow the tenant a transfer to a unit that does meet the requirements.

If the Participant causes damage to the unit, it is the owner’s responsibility to take appropriate action in accordance with the lease and state and local law.

- 4.4 Execution of Agreement for Assistance Payments:** Once the lease and the unit have been approved and the owner has signed the agreement to abide by the owner obligation statement, the Housing Authority will sign a contract with the owner for the assistance payment amount showing the effective date of payments and the amount of the monthly payment.

If a Participant moves into a unit during the month rather than at the beginning of the month, the assistance payment will be pro-rated for the remaining days left in the month and a check will be issued within five (5) working days. Thereafter, the assistance payment will be made on or before the first working day of each month. The Participant is not responsible for the approved assistance payment made by the Housing Authority.

- 4.5 Lease Enforcement:** The Housing Authority is not a party to the lease and assumes no responsibility in its enforcement.

Section 5: Certifications

- 5.1 Certification Requirements:** All Participants must complete and sign the certification of income and family composition form, which includes a statement of household member information, such as social security numbers, dates of birth and information on income and assets. All Participants except elderly and disabled, are required to recertify at least annually to determine if they are still eligible for the program and if the assistance

amount needs to be adjusted. The household's annual certification date will continue to be the date established at the time of move-in.

- 5.2 Over-Income Participants:** All Participants who are over-income for the program at the time of certification will be given 30-day notice of termination. The owner will also receive a copy of this notice.
- 5.3 Non-Elderly Participants:** Will be scheduled annually unless there is a reduction in family income that could result in an increase in HAP.
- 5.4 Elderly and Disabled Participants:** Will be scheduled every three (3) years unless there is a reduction in family income that could result in an increase in HAP. Elderly means: Head of Household must be 62 years of age or older.
- 5.5 Households Reporting No Income:** Households that list children that are under the age of 18 and report zero income must provide a copy of both the mother's and father's Income Tax Return or a copy of the individual claiming the children for tax purposes. This documentation will be used to determine annual household income.
- 5.6 Reporting Changes in Income:** If there is a reduction or increase in income, this change must be reported to the Housing Authority within ten (10) days of its occurrence. If the change is not reported within the ten (10) days, the Housing Authority may retroactively apply the adjustment(s) back to the date of its occurrence and this can constitute fraud.
- 5.7 Notification of Assistance Decrease:** If the assistance amount will decrease due to changes in income or family composition, the Housing Authority will give the Participant and the owner a 30-day notice of the decrease in assistance.
- 5.8 Notification of Assistance Increase:** If the certification requires an increase in the assistance amount, the Housing Authority will make the change effective the first of the following month after certification is complete and notification will be sent as soon as certification is complete to the Participant and owner of the change.
- 5.9 Release of Information and Fraud:** All Participants are required to sign a release of information allowing the Housing Authority to verify all information necessary to determine continued eligibility or assistance amount.

If the Participant misrepresents, negligently or intentionally, any fact used by the Housing Authority to determine his/her assistance, the Housing Authority shall retroactively apply any decrease in assistance due to Participant's misrepresentation and the Housing Authority may pursue legal action pursuant to the "Fraud Notice".

- 5.10 Failure to Certify:** Failure of the Participant in complying with reporting and certification requirements will result in termination of assistance. If Participant has not completed their certification by their deadline, the Certification Specialist will process a

termination of the Participant's current assistance effective at the end of the certification period.

- 5.11 Adding adult household members:** If an additional adult is allowed to be added to the household, the person being added will not be counted to increase assistance amount or bedroom size. The Participant must have written landlord approval. The Housing Authority will conduct a background check to verify: accounts receivable with the Housing Authority, previous tenancy status and criminal background to determine suitability for tenancy. If the person(s) being added to the household has any unfavorable background information as stated above, approval cannot be granted to reside in the household. Added adult(s) will not be counted to increase assistance amount or bedroom size.
- 5.12 Transfers:** Transfers will not be allowed during the initial lease period unless both parties are willing to break the lease and there is good cause to break the lease as determined by the Housing Authority.

Transfer requests after the initial lease period will be approved if the family is in complete compliance with program requirements and their lease.

Transfer Looking Status means: the period between the time the Participant is granted a transfer and the time the Participant signs a new lease with a landlord.

Looking status can be for a total of sixty (60) days. If the Participant does not secure an approved unit within the set time frame, the transfer period will expire and the Participant will be denied a transfer.

Must follow the Housing Authority's Transfer Policy.

Section 6: Obligations

- 6.1 Participant Obligations:** When the Participant's lease and unit are approved, the Participant must sign the Tenant Based Assistance Program Participant Obligations Form and abide by the obligations set forth. Any breach of the Participant obligations is grounds for termination of assistance.
- 6.2 Owner Obligations:** Prior to execution of the contract for assistance payment by the Housing Authority to the owner, the owner must agree to and sign the Owner Obligations Form.

6.3 Housing Authority Obligations: The Housing Authority is responsible for payment of the assistance amount to the owner by the first of each month. An inspection is required prior to approval of the unit and

The Housing Authority is responsible for the following:

- A. Payment of the assistance amount to the owner each month by the first of each month.
- B. Conducting an inspection prior to approval of the unit, and for special inspections if the Participant reports that the unit no longer meets the minimum required standards and the damages were caused by maintenance neglect of the owner.
- C. Conducting certifications for continued eligibility of Participants at least annually.
- D. Providing notice to the landlord and the Participant if assistance amounts change or ceases.

Section 7: Terminations

The last Housing Authority Payment (HAP) that will be paid up to the last day of the following month that the termination notice was issued.

- 7.1: Termination by Owner:** During the term of the lease, the owner may not terminate tenancy except for:
- A. Serious or repeated violations of the terms of the lease.
 - B. Violations of state, federal, or local laws which relate to occupancy or use of the unit.
 - C. The owner desires to use the unit for personal use, or desires to sell or renovate the property.
 - D. The owner may not terminate tenancy for non-payment of the Housing Authority's assistance payment. This amount is due by the Housing Authority and contract for this is between the Housing Authority and the owner.
 - E. Violations of state, federal or local laws which relate to occupancy or use of the unit.
 - F. The owner must give the Participant written notice of the grounds for the termination and provide a copy of any such notice to the Housing Authority. Any such notice must be in conformance with local and state law.

7.2: Termination of Tenancy by the Participant

- A. The Participant may terminate tenancy after the first year of the lease.
- B. Terminations during the first year are allowed only if the owner agrees to release the Participant from the lease in writing and the Participant meets the requirements for a transfer.
- C. The Participant must provide the owner and the Housing Authority with a copy of the notice of determination in accordance with the lease.
- D. The Participant may also terminate the lease if the owner breaches HQS standards and refuses to repair unit after notification in writing of the necessary repairs.

7.3 Termination of Assistance by the Housing Authority: The Housing Authority may terminate Participant’s assistance for any of the following reasons:

- A. Any violation of Participant’s obligations.
- B. Suspicion of Illegal drug activity or violent criminal activity in accordance with the Housing Authority’s Criminal and Drug-Related Activity Policy.
- C. Failure of the Participant to sign and submit verification documents for recertification.
- D. If the Participant moves out of the unit.
- E. If there is a change/dissolution in Participant’s composition.
- F. If the owner fails to maintain unit in accordance with HQS.
- G. If available program funding is insufficient to support continued assistance for families.
- H. Participant must ensure that he/she and/or Participant’s household member adheres to existing payback agreements until paid in full. If the payback agreement is breached, a termination of TBA services will be processed.

Section 9: Applicable Policies

The following policies pertain to Housing Authority tenants:

- 1. Head of Household Change Policy
- 2. Pet Policy
- 3. Inoperable Vehicle Policy
- 4. Transfer Policy
- 5. Criminal & Drug Related Activity Policy
- 6. Grievance Policy
- 7. Fiscal Management Policy

Section 10: Indemnification

Participant agrees to and shall hold and keep harmless and indemnify the Housing Authority from and for any payments, expenses, costs, attorneys’ fees, and from and for any debts, claims, and liabilities for losses or damage to the property or injuries to persons from any cause due to any act or omissions by the Participant or Participant’s guests, licensees, invitees, or for any cause or reason whatsoever arising out of the occupancy by the Participant.

Hold harmless: agrees to assume the liability and risk that may arise from the obligations, and protects and indemnifies the other party against having to bare any loss.

Indemnification: the act of making another “whole” by paying any loss another might suffer.