

Cher-Ae Heights Indian Community of the Trinidad Rancheria



Rental Housing Policy

Eligibility

1. Those eligible to rent through the Trinidad Rancheria must meet the following conditions:
 - a. Head of household must be an enrolled tribal member of the Cher-Ae Heights Indian Community of the Trinidad Rancheria.
 - i. A non-member spouse who maintains responsibility for enrolled youth under the age of 18 upon the death of or legal separation from an enrolled member may remain eligible for the benefit of the minor until such time the youngest child reaches 18 years of age. If the minor is eligible for enrollment but is not yet enrolled, the minor must be enrolled within ninety (90) calendar days to maintain eligibility.
 - ii. A non-member who is the legal guardian or adoptive parent of an enrolled youth under the age of 18 will be considered eligible for the benefit of the minor until such time the youngest child reaches 18 years of age. If the minor is eligible for enrollment but is not yet enrolled, the minor must be enrolled within ninety (90) calendar days to maintain eligibility.
 - b. Must be 18 years of age or older.
 - c. Must submit a completed rental application.
 - d. Must not be currently assigned a tract of Tribal land by this or any other tribe, unless they are willing to relinquish their assignment.
 - e. Must be capable and willing to adhere to rental agreements and responsibilities.
 - f. Agree to submit to a background check.
 - g. Must not be a registered sex offender
 - h. Agree to attend and complete a Tenant Education series.

Application

1. The Trinidad Rancheria will advertise available housing units.
2. Applications will be accepted on a rolling basis and entered onto the waiting list if no units are presently available. Should the waiting list be vacant at the time of a vacant unit, the Trinidad Rancheria may include closing dates for consideration of certain housing units.
3. Applications may be submitted in the following ways:
 - a. Delivered to the Trinidad Rancheria Tribal Office, 1 Cher-Ae Lane, Trinidad, CA 95570, Attention Rachel Veiga

- b. Scanned and emailed to Rachel Veiga, Housing Director at rveiga@trinidadrancheria.com
- c. Mailed to PO Box 630, Trinidad, CA 95570, Attention Rachel Veiga
- 4. Upon receipt, applications will be date and time stamped
- 5. Applications will be reviewed within two (2) weeks of receipt or closing of application acceptance, whichever comes last
- 6. Applicant will be notified in writing within 30 calendar days of application if they have been accepted onto the waiting list or not.
 - a. Should an applicant be determined ineligible, a reason shall be provided along with information on the appeal process
- 7. All applications must be completed, signed and include copies of all requested documents. Requested documents will include:
 - a. Social security cards for all proposed occupants
 - b. Birth certificates for all proposed occupants
 - c. Proof of income for all occupants over the age of 18

Selection

- 1. Prioritization and selection from the waiting list will be based on the following point system:
 - a.

Point Criteria	Points	Documentation
Enrolled Elder in household (age 60+)	150	Proof of age
Enrolled member age 50-60 in household	100	Proof of age
Enrolled member age 45-50 in household	75	Proof of age
Child under age 5	125	Proof of age
Employed	75	Proof of income
Student	50	Proof of enrollment
Veteran	50	Proof of Service (DD214)
Currently homeless	50	Verification of homeless status
Disabled	50	Verification of disabled status
	Negative Points	

Violent conviction within 5 years	-425	Points may be reduced by ½ if proof of completion of program is provided
Drug related conviction within 5 years	-425	Points may be reduced by ½ if proof of completion of treatment program is provided
Previous eviction from Tribal home	-250	
Negative landlord reference	-150	

- b. Should applicants on the waiting list have equal points according to the above point system, applications will be prioritized based on date and time of application.

Notification

1. When a unit becomes available, the applicant with the highest number of points on the waiting list, whom also qualifies for the unit shall be notified and provided with the following information:
 - a. Address of unit
 - b. Estimated date of availability
 - c. Number of bedrooms
 - d. Estimated fees for tenancy including rent and security deposit
 - e. A statement that this notification is not a contract or guarantee of selection
2. Applicant shall be required to respond within fifteen (15) business days of notification of availability. Should an applicant fail to respond, they will remain active on the waiting list for future consideration, minus a 35 point deduction to prioritization. Applicants placing on the waiting list may be adjusted as a result. Housing staff will contact the next eligible applicant on the wait list with the aforementioned information and proceed with the process below.
3. Applicant shall be personally interviewed. At the time of interview, updated information with verification will be required. If changes have occurred since the time of application, eligibility, preference, rent or unit size may be impacted.
 - a. As such, applicants should do their best to provide proof of changes to income, family size, or preference status on an at least monthly basis for the duration of their time on the waiting list.
4. Following applicant interview, Housing staff shall provide a final determination in writing within ten (10) business days.

- a. Approved applicants must respond accepting or rejecting the unit within seven (7) business days from the date of receipt of the final determination. Failure to respond will result in loss of place on waiting list. Applicants still interested in being considered for future housing units may reapply.
- b. Approved applicants denying an available unit will be removed from the waiting list unless they provide “good cause.”
 - i. Good cause shall be determined at the discretion of the Housing Department and may include undue hardship such as inaccessibility to employment, school, or child care or other clear evidence of inability to move.
- c. Denied applicants will be notified in writing within ten (10) business days of the reason for denial along with information on filing an appeal.

Appeals

1. Applicants wishing to appeal their denial may submit a written request to the Housing Department within ten (10) business days of notification for an informal conference for any of the following reasons:
 - a. To respond to the reasons for denial
 - b. To provide any evidence of eligibility, including any evidence that may overcome any discrepancies in his/her application

The Housing Department shall make a determination on whether or not the applicant is now eligible and inform the applicant of the determination within five (5) business days of the conference.

Rent/Deposit determination

1. All tenants will pay 30% of the household’s adjusted monthly income for rent, up to the ceiling amount, as calculated with the Rent determination worksheet.
 - a. Adjusted monthly income shall be determined as outlined in Addendum A.
 - b. Ceiling amounts shall be assessed on an annual basis and determined by fair market rent rates shown in Addendum B.
2. Tenants will be required to report, in writing, any changes to income or circumstances impacting income within ten (10) business days of change. A new rent determination will be made and a notification of rent change will be issued in writing to tenant.
 - a. For rent decreases and increases of less than 10%, 30 calendar days’ notice will be provided before the updated rent amount is effective.
 - b. For rent increases of more than 10%, 60 calendar days’ notice will be provided before the updated rent amount is effective.
3. Security deposits shall be required at the time of lease signing. Security deposits will be equal to one and one half (1 1/2) month’s rent. Additional deposits at the discretion of the Housing Department will be required for pets.

Damages and Repayment to the Tribe

1. Damages deducted from tenant's security deposit shall be considered anything beyond normal wear and tear, including but not limited to:
 - Burns and/or stains on carpet
 - Holes in doors and walls
 - Unauthorized paint or wallpaper
 - Ripped or missing curtains or blinds
 - Broken windows or missing screens
 - Broken cabinets, vanities or appliances
2. Upon termination of the lease agreement, the Tribe shall recoup any delinquent rent payment and/or cost of repairs due to tenant damages in the following order:
 - a. Deduction from Tenant's security deposit
 - b. Should fees exceed the security deposit, the Tribe will make a written demand for repayment
 - c. If repayment is not received within ten (10) business days of written demand, the Tribe shall deduct the remainder of fees from the Tenant's per capita payment(s) until paid in full

Information Updates for Waiting List

1. Applicants on the waiting list shall notify the Housing Department, in writing, within thirty (30) calendar days of any changes to circumstances that may impact eligibility, priority or unit size including changes to:
 - a. Family size/composition
 - b. Income
 - c. Ages of family members
 - d. Student or employment status
 - e. Criminal convictions

Changes to Lease Terms/Information for Tenants

1. Tenants shall notify the Housing Department, in writing, within ten (10) business days of changes to family size, composition or income.
2. Requests to amend lease terms, including to add or remove tenants must be made in writing and are subject to approval from the Housing Department.

Annual Recertification

1. On an annual basis, Tenants shall submit a recertification form, with proof, verifying their current income and family composition.
 - a. The annual recertification form does not negate a tenant's responsibility to report changes in household status within ten (10) business days, as stated above.

2. On an annual basis, the Trinidad Rancheria shall make contact with each head of household on the waiting list to recertify continuing interest and update/verify any information impacting eligibility, prioritization or unit size consideration.
 - a. Failure to respond within thirty (30) calendar days shall result in loss of place on waiting list and need to reapply.
 - b. The annual recertification does not negate an applicant’s responsibility to report changes in household status within thirty (30) calendar days, as stated above.

Occupancy

1. Determinations for unit size and number of bedrooms shall be made in a manner which prioritizes the prevention of overcrowding and underutilization of units. The following shall be considered the standard for unit size determination:

Number of Bedrooms	Minimum Number of Persons	Maximum Number of Persons
1	1	3
2	1	5
3	3	7
4	4	9
5	5	11

2. Reasonable exceptions may be considered and will take into consideration:
 - a. Unit septic capacities
 - b. Age difference and sex of family members, including to meet the requirements of Foster Care or other home licensing requirements
 - c. The occupancy of extended family members when necessary
 - d. Potential growth of family

Waiting list

1. The Trinidad Rancheria shall maintain an electronic waiting list for all approved applicants. Information recorded shall include:
 - a. Head of household name
 - b. Point determination
 - c. Date of application
 - d. Current contact information
 - e. Number of proposed occupants
 - f. Unit size(s) approved for occupancy
 - g. Dates of any updated information provided
 - h. Dates of contact
2. Applications for denied applicants shall be retained for six (6) months following the date of application.

Termination

1. The tenant may terminate tenancy at any time, so long as they provide thirty (30) calendar days written notice.
2. The Trinidad Rancheria may terminate tenancy at any time, so long as it is not prohibited by law or in conflict with Housing Policies, and adequate written notice is provided.
 - a. For tenants occupying a unit for less than one (1) year, 30 calendar days' written notice shall be required
 - b. For tenants occupying a unit for more than one (1) year, 60 calendar days' written notice and "just cause" shall be required
 - i. Just cause includes fault based reasons such as, but not limited to:
 1. Nonpayment of rent
 2. A non-curable breach in the lease agreement
 3. Allowing or causing a nuisance on the property
 4. Criminal activity including but not limited to the use, possession or growth of marijuana in the rental unit or on the premises
3. Upon lease violation and prior to eviction of tenant, the Trinidad Rancheria shall issue a 3 day cure or quit notice for curable offenses or a 3 day unconditional notice to quit for non-curable offenses:
 - a. If Tenant fails to or is unable to cure offense, the Trinidad Rancheria shall proceed with eviction