

Tenants Substance Abuse Policy

This policy has been established to inform the program Participants whose Alcohol and /or Drug abuse has created the possible termination of their *Low Rent Lease-Agreement or Mutual Help and Occupancy Agreement (MHOA)*.

Te-Moak Housing Authority recognizes and in conjunction with the Te-Moak Tribe of Western Shoshone Narcotics Ordinance: Due to the serious nature and the availability of Drug usage on the Te-Moak Tribes four bands areas the Te-Moak Tribe of Western Shoshone Tribal Council enacted Ordinance No: 83-ORD-TM-04 and Amendment Ordinance No: 05-ORD-TM-06 To Te-Moak Narcotics Ordinance.

A) Drug Paraphernalia Defined

As used in the Te-Moak Narcotics Ordinance means all equipment products and materials of any kind which are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, preparing, testing, analyzing, packaging, repacking, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance in violation of this Ordinance.

*The Mutual Help and Low Rent Admissions and Occupancy Policies states in part: Chapter 2
CONDITIONS GOVERNING ELIGIBILITY:*

Tenants: All Low Rent/Mutual Help and Occupancy Agreements, tenants are considered "Lessee's" during the term of the lease agreement.

2-3 Eligibility for Continued Occupancy:

d. The Te-Moak Housing Authority recognizes that Household Drug Pollution may cause serious health problems for its tenants. Therefore, in an attempt to protect our tenants from Household Drug Pollution, our housing authority reserves the right to test a home prior to, during and/or after tenant occupancy. TMHA reserves the right to test a home if reasonable suspicion exists which indicates that drugs are currently being used, sold or manufactured in a home.

f. TMHA is hereby adopting a zero tolerance, if the Structural Narcotics drug swab shows a positive result, this will be grounds for immediate termination of the Low Rent Lease or MHOA. If the occupant(s) does not vacate the premises within five (5) days. TMHA shall file accordance to the Collection and Compliance Policy Section 5C. Non-Compliance Process when there is no Foreseeable way to become Compliant as written.

This policy is in accordance with this Te-Moak Housing Authority's Collection and Compliance Policy, no program participant shall be evicted until they have had a hearing before the TDHE Board. The TDHE Board will determine a special condition of their Rental Agreement or MHOA or elect to evict the Program Participant.

DRUG ABUSE: EVICTION. No Foreseeable Way to Become Compliant.

Conditions

After the Te-Moak Housing Authority has received an Incident Report from the Police Department informing housing of a drug bust and/or property damage, the housing authority will reserve the right to test a home if reasonable suspicion exists which indicates that drugs are currently being used, sold, or manufactured in a home. TMHA will send a 2-day notice to the tenant to inform them that a Drug Swab will be completed on the walls inside the alleged home. If a written complaint is received from a program participant or family member, community or housing authority employee, who takes a picture or observes alcohol and/or drug abuse by a program participant in a Te-Moak Housing Authority unit. If TMHA determines the participant has violated his/her agreement, a hearing before the TDHE Board shall be scheduled as outlined by the Te-Moak Housing Authority's Collection and Compliance Policy procedures. Permission from the homebuyer or the Low Rent Lessee will not be needed because the TMHA has the invested interest in their units.

Process

If the drug test swab results are received back as "positive" according to the Color-Coded Analysis Key of the Structural Narcotics Detection Service Manuel:

1. The TDHE Board shall not extend the Low Rent Lease or MHOA and will terminate the Lease.
2. Any cost incurred for restoration, clean-up, and all repairs will be at tenant's expense.
3. The tenant will be required to vacate and surrender possession of the unit not to exceed five (5) days, for violations of their agreement. The Tenant shall leave the unit clean, in good condition, except for reasonable wear and tear, and return the keys immediately to Te-Moak Housing Authority.
4. Any notice to the Tenant from Lessor shall be in writing to the tenant or to an adult member of Tenant's household and sent certified mail. If the participant refuses to

sign for or pick up the certified notice, the housing authority shall conduct the hearing on the date scheduled, with or without the participant in attendance.

If the tenant refuses to leave after receiving this notice of Termination; the Te-Moak Housing Authority will file for Eviction through the Te-Moak Tribe's Court of Indian Offences (CFR). The tenant shall pay for all costs related to the court fees/attorney fees.

ALCOHOL ABUSE ONLY:

The TDHE Board can impose sanctions to be met in order to remain participating in the TMHA's programs. The sanctions(s) imposed by the TDHE will be established for two years providing compliance, those tenants not abiding with the sanctions will automatically be placed on the next meeting's agenda and may face termination of their lease.

- A. The TDHE Board could direct the housing Participant(s) to be evaluated by certified agencies.
- B. The housing Participant(s) must direct the evaluating agency to send a completed evaluation report to the housing authority by signing a release of information. (The Te-Moak Housing Authority is aware that the evaluation could take up to three (3) to four (4) weeks).
- C. If during the evaluation, the Program Participant chooses in-patient treatment, the Te-Moak Housing Authority will secure the Participant(s) unit. However, the Participant will continue to be responsible for making their monthly payment and keeping all necessary utilities in service. The program Participant will also be responsible for all damages while they are away in treatment.
- D. The TDHE Board could, with the assistance from other assisting agencies, determine that the program Participant(s) does not have the ability, nor is interested, in receiving alcohol and/or drug treatment, and continued housing would be detrimental to the local community the program Participant(s) would therefore relinquish their Lease with the housing authority.
- E. A five (5) day written notice shall be sent to the tenant by prepaid first-class mail. The tenant shall leave the unit clean, in good condition, except for reasonable wear and tear, and return the keys immediately to the Te-Moak Housing Authority.

Hearing and Sanctions

Sanctions imposed on the tenant by the BOC may vary from tenant to tenant and to be determined on a case-by-case basis. If the participant refuses to sign for or pick up the certified

notice, the housing authority shall conduct the hearing on the scheduled, with or without the participant in attendance.

1. The hearing with the TDHE Board will be at the next regular scheduled meeting, Closed Session with a quorum present. The hearing will be at an Executive Session tenant shall be represented by one person of his/her choice tenant must be physically present. Representative cannot be a TMHA employee or a TDHE Board member. The right to have others make statements on his or her behalf and will provide information directly related to the hearing. This notification shall request the participant to appear at the next regularly scheduled TDHE Board meeting for a hearing, provided the next regularly scheduled meeting is to be conducted not less than ten (10) days from the date of the notification being sent out. If the next regular scheduled meeting is to be held less than ten (10) days from the date of notification, the participant's hearing is to be scheduled for hearing at the following regular scheduled meeting on the following month. This notification must outline to the participant the violation(s) and the date of the hearing and provide a copy of the housing authority's Collection and Compliance Policy. This notification is to be sent to the participant by certified mail. If the participant refuses to sign for or pick up the certified notice, the housing authority shall conduct the hearing on the same scheduled, with or without the participant in attendance.
2. The right to review the evidence presented by the TMHA, the tenant may examine, copy or duplicate any documents, records or regulations related to the proposed termination prior to any informal hearing during regular business hours of TMHA. Copies of documents shall be made at the tenant(s) expense at \$0.10 per page. In-house correspondence and any correspondence between the TMHA and its legal advisor shall not be included among the documents available for examination.
3. A written record will be kept of the hearing and be made a permanent part of the program Participant's housing authority file.
4. If it is found after a hearing that there was no cause for the Te-Moak Housing Authority to issue a Notice of Intent to the program Participant(s) of that finding by the TDHE Board. The letter will become a part of the program Participant(s) permanent housing file.
5. When it has been determined by the TDHE Board that abuse by the program Participant(s) is causing a disturbance detrimental to the well-being of the participant, their family, neighborhood or community, and if the Te-Moak Housing Authority's TDHE Board determines that there is No Foreseeable Way to Become Compliant, the tenant will be given immediate notice with the following statements:

- a. A statement that the tenant's agreement has been terminated.

- b. A statement that if the tenant does not vacate the premises within five (5) days, the TMHA shall file an action for eviction and shall file a Civil Complaint for criminal trespass.
- c. A statement that the decision made at the TDHE BOC meeting is final.

CONCLUSION:

If found guilty of Alcohol and /or Drug activity and evicted from a HUD assisted home operated by Te-Moak Housing Authority or any other housing authority within the past 5 years. The tenant shall not be allowed to reside in any TMHA unit. Only after 5 years has passed and with documentation of rehabilitation from an accredited institution, the TDHE Board may decide to approve the former participant as a new housing applicant, on a case by case basis. (Revised 10-21-04 Resolution 04-TMHA-35). (pg. 8 LR Admissions and Occupancy Policy & pg. 7 MH)

- a. Any damage to the unit beyond normal wear and tear shall be charged to the tenant, any unpaid balance due to neglect and cost for repair to the unit will remain with the tenant until paid in full.
- b. If the debt remains unpaid the tenant will remain ineligible to receive any HUD assistance under the Te-Moak Housing Authority, be unable to reside in a TMHA unit, and be ineligible for any future housing.

Acknowledgement

I have read and been given a copy of the Te-Moak Housing Authority’s Alcohol and Drug Abuse Policy for Program Participants, and I fully acknowledge and understand the requirements of the policy that I/we must fulfill in order to remain in the Te-Moak Housing Authority’s program.

Program Participant’s Signature	Date
Spouse/Other Signature	Date
TMHA Staff Personnel Signature	Date