

Puyallup Nation Housing Authority  
Low Income Rental Program Policy

Adopted on: June 5, 2007  
Revised on: February 5, 2008  
Revised on: August 14, 2014  
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Section I. PURPOSE

- A. The Puyallup Tribal Housing Department has established the Low Income Rental Program to provide decent, safe and sanitary housing low-income Tribal members and other Indians.
- B. Under this Program, the Puyallup Tribal Housing Department has developed housing units that will be leased by Program participants, with the PTHD serving as the landlord and manager.

SECTION II. DEFINITIONS

- A. Definitions in the Eligibility, Admissions and Occupancy Policy are incorporated by reference.

SECTION III. APPLICATION

- A. Definitions in the Eligibility, Admissions and Occupancy Policy are incorporated by reference.

SECTION IV. ELIGIBILITY

- A. Definitions in the Eligibility, Admissions and Occupancy Policy are incorporated by reference.
- B. Tenants household must meet the PTHDPTHD definition of "Indian family" at the time of the initial occupancy and at all times during the entire term of the tenancy. If the household composition changes so that it no longer meets the PTHD definition of "Indian family," it shall be grounds for termination of assistance.

SECTION V. RENTAL AGREEMENT

- A. Applicants selected to participate in the low-income rental program will be required to sign a rental agreement (hereinafter "rental agreement") prepared by the PTHDPTHD.
- B. The rental agreement shall be consistent with the Puyallup Tribal Housing Code, the policies of the PTHD, and the applicable provisions of the Native American Housing Assistance and Self-Determination Act ("NAHASDA").

- C. The rental agreement will set out the terms and conditions for Tenant's occupancy of the unit, and shall be enforceable according to its terms and conditions.
- D. Tenant may not occupy the unit until Tenant has executed the rental agreement and a move-in inspection is conducted.

SECTION VI. RENTAL PAYMENTS

- A. All monthly rents are due and payable in full by the first (1<sup>ST</sup>) day of each month, whether or not billings are sent by the PTHD.
- B. All "other payments" which are not monthly rents (for example, work orders, maintenance fees, etc.) are due and payable within 30 days after receipt of the invoice for such charges from PTHD.
- C. Tenants will be charged a late fee when they have failed to make payment within ten (10) days of the date the payment is due per subsections A and B, above.
- D. Tenant households that have a significant portion of their income coming from seasonal work may be allowed to pay at times that more closely match when income is received, if such payment arrangement is approved in advance in writing by the PTHD/PTHD Director. Approval of such payment arrangements is at the sole discretion of the PTHD and no Tenant has a right to such a payment arrangement. These larger but infrequent rents will be made in advance, the same as regular monthly rents, which are made for the ensuing month.
- E. Tenants are responsible for notifying the PTHD prior to the first (1<sup>st</sup>) day of the month if they will be unable to make the full rent when due and for requesting an informal resolution with the PTHD Director to make rent arrangements.
- F. Income levels for the Low-Income Rental Program shall be determined using the determination of income for eligibility purposes under the PTHD Eligibility and Admissions Policy.
- G. Each Tenant in the Low-Income Rental Program is required to make a monthly rent payment to PTHD based the following

calculation, which shall be the Tenant's monthly rental payment:

1. Dividing the Tenant's adjusted annual income by 12 to determine Tenant's adjusted monthly income.
  2. Multiplying Tenant's adjusted monthly income as determined by the Housing Authority Board but no more than 30% of their adjusted annual income.
  3. Notwithstanding the above calculation, no Tenant shall be charged more than the Fair Market Value for the unit Tenant is occupying. Fair Market Value shall be determined by the PTHD and shall be updated annually.
- H. No Tenant in the Low-Income Rental Program shall pay more than 30% of their adjusted annual income for rent, provided, that the cost of utilities shall not be treated as part of the rent.

#### SECTION VII. PAYBACK AGREEMENTS

- A. If rents are not made as required, a payback agreement may be executed by the PTHD Resident Services, with the Tenant after financial counseling and after it has determined that the Tenant is still capable of and committed to fulfilling all obligations of their rental agreement.
- B. Each Tenant with debt balances is required to set up a payback agreement acceptable to the PTHD Resident Services in order to maintain occupancy. At a minimum, the Tenant shall be required to pay in accordance with the payment scheduled approved by the PTHD Housing Advisory Committee.
- C. Failure to make payments as agreed in the payback agreement will result in automatic termination of the rental agreement.
- D. Payback Agreements shall be structured and enforced consistent with Section XIX(K) of the Eligibility, Admissions and Occupancy Policy.

#### SECTION VIII. APPLICABLE STANDARDS AND MAINTENANCE

- A. Participants in the Low-Income Rental Program are responsible to the Tribe and future generations by ensuring

that the homes are used properly and functionally maintained.

- B. It shall be the responsibility of each Tenant to show respect for the Low-Income Rental Program and appreciation for the low housing cost by keeping the unit and grounds in a decent, safe and sanitary condition at all times.
- C. The Tenant is responsible for routine maintenance and any maintenance required by the rental agreement (i.e. yard care) and for correcting any breach of the housing quality standards caused by failure to pay utilities, repair appliances, or any damage beyond normal wear and tear.
- D. Each Tenant is responsible for conducting basic routine maintenance of his or her unit.
- E. The PTHD is responsible for providing non-routine maintenance. When non-routine maintenance is needed, the Tenant shall inform the PTHD promptly so that maintenance can be performed in a timely manner.
- F. Instances of serious abuse or misuse of the unit by the Tenant, or failure by the Tenant to provide basic routine maintenance may result in termination of the rental agreement.
- G. An inspection may result in mandatory routine maintenance being required of a Tenant.
- H. If routine maintenance is required, the Maintenance Director will provide a written report to Resident Services and a plan of action will be developed between PTHD and the Tenant listing specific maintenance actions needed and target dates.
- I. If routine maintenance is required and a plan of action is developed, PTHD will follow up with subsequent inspections on dates specified in the plan for Maintenance to monitor necessary compliance by the Tenant and will provide a written report to Resident Services.

#### SECTION IX. INSPECTIONS

- A. All units in the Low-Income Rental Program are subject to the inspection requirements of this Section.

- B. Tenants are obligated under this Policy to participate in pre-occupancy, annual, pre-move out and final move out inspections. Failure of a Tenant to participate in the required inspections may result in termination of the Tenant's rental agreement.
1. *Pre-Occupancy Inspections:* Prior to the move in or no later than the date of occupancy, the Tenant and PTHD will conduct a pre-occupancy inspection to document the existing condition of the home. The pre-occupancy inspection will become part of the Tenant's file and will be used for future reference, should the rental agreement be terminated.
  2. *Annual Inspections:* PTHD will conduct an inspection of each unit at least once annually, and more often if deemed necessary to ensure that such unit is being properly used and maintained. The annual inspection also documents the condition of the home and Maintenance provides a written report for the Tenant's file and provides PTHD with a basis for providing counseling on home use or routine maintenance.
  3. *Inspections During First Year of Occupancy.* During a Tenant's first year of occupancy of a Unit, PTHD will conduct inspections as needed, as determined at PTHD's discretion, but not less than once every three months.
  4. *Pre-Move Out Inspection:* The pre-move out inspection is scheduled at the time the Tenant gives PTHD a thirty (30) day notice of intent to move out and terminate their rental agreement. The pre-move out inspection is conducted to provide the Tenant with assistance in maintenance items that are required to be repaired/replaced or cleaned prior to the Tenant vacating the unit. PTHD will perform an inspection of the premises whenever it takes action to terminate a rental agreement. The premises may be inspected prior to the Tenant moving out.
  5. *Final Move-Out Inspection:* The final move-out inspection documents the condition of the unit at the time PTHD regains possession of the unit. Any items needing repair or replacement beyond "normal wear and tear", or cleaning will be documented for the PTHD file.

- D. *Decent, Safe and Sanitary Conditions:* Notwithstanding any other provision of this Policy, PTHD has the right and obligation to make inspections of a home at any time, with prior notification to the Tenant and owner, if PTHD has reason to believe that part of the interior or exterior of the home is not maintained in a decent, safe, clean and sanitary condition. Notification will be in writing giving the Tenant and owner at least 2 days prior notice of the inspection.
- E. PTHD shall have the right to enter the unit without prior notice to Tenant if PTHD reasonably believes that an emergency exists which requires entrance.

SECTION X.           USE OF THE RENTAL UNIT

- A. The Low Income Rental Housing Program unit is to remain the Tenant's principal place of residence during the term of the rental agreement for at (principal residence). (include procedure on written notification to be provided) Use of a Low-Income Rental Program unit for purposes other than Tenant's principal residence will result in termination of the Tenant's eligibility for and participation in the Low-Income Rental Program.
- B. *Pets:* Please see Section XIV.F of the PTHD Eligibility, Admissions, and Occupancy Policy for PTHD's policy on pets in low rent units (incorporated herein by reference in its entirety).
- C. Tenant may not make any modifications or alterations to the unit. If Tenant makes modifications without PTHD's written approval, such modifications must be removed at Tenant's expense. If PTHD removes the modifications, the cost of such removal will be immediately due and owing by Tenant to PTHD.
- D. Tenant shall not erect any aerial, antenna or TV dishes on the exterior of the Premises without written permission of PTHD. Tenant will not install or have installed any additional wiring on the exterior or interior of the unit for telephones, televisions or any other electrical appliances without the express permission of PTHD.

Electrical or communications equipment of any kind that interferes with neighboring Tenants are not allowed.

- E. Tenant may use only tacks, nails, screws or other fasteners on the walls that are specifically designed for hanging pictures and other decor. A reasonable number per wall is acceptable.
- F. Tenant may not install any window brackets or rods or additional locks on any of the interior or exterior doors. Tenant may not re-key any of the locks. Tenant may have keys provided by PTHD duplicated by a licensed locksmith, but all keys must be given to PTHD if Tenant vacates the unit.

SECTION XI. COUNSELING

- A. Each Tenant is required to participate and cooperate fully in all official pre-occupancy counseling and counseling during occupancy activities. Failure, without good cause, to participate in the counseling program or comply with a financial plan shall result in termination of the Tenant's eligibility for and participation in the Low-Income Rental Program, and termination of Tenant's rental agreement.
- B. *Pre-Occupancy Counseling:* The pre-occupancy counseling session takes place prior to execution of the rental agreement. This session informs the applicant of Low-Income Rental Program requirements and procedures plus instructions on the proper use of appliances and equipment. Specifically, the rental agreement is reviewed and PTHD will answer any questions to ensure that the Tenant realizes and understands his/her responsibilities.
- C. *Counseling During Occupancy:* Counseling during occupancy includes one-on-one or group sessions on program requirements, use, maintenance, and budget and financial counseling.
  - 1. Program counseling ensures that the Tenants are fully aware of their responsibilities under the Program. The Program is reviewed with the Tenant with PTHD available to answer any questions.
  - 2. Use and maintenance counseling, including instructions on proper use of appliances and equipment, is provided to the Tenant at their request and/or when it becomes

evident that a Tenant is not properly using or maintaining the home.

3. Tenant will be required to attend budget and financial counseling. Such counseling attempts to provide realistic budget and financial advice within the Tenant's income and required expenditures.

## SECTION XII. PROGRAM VIOLATIONS

A. Tenants commit a Program violation by:

1. Failing to submit requested verification in a timely manner.
2. Failing to provide verification of social security numbers.
3. Failing to complete recertification.
4. Failing to report changes in income and/or assets of household members within ten (10) business days of the change taking place.
5. Vacating the unit in violation of the rental agreement or this Policy.
6. Failing to use or maintain the unit as required under this Policy and under the rental agreement.
7. Conducting themselves personally or permitting members of the household or any guests or any other persons under their control to conduct themselves in a manner that:
  - a. Is criminal activity.
  - b. Is in Violation of the Drug and Alcohol Policy; including drug-related criminal activity;
  - c. Is disruptive of their neighbors' right to "quiet enjoyment" of their homes;
  - d. Is activity that threatens the health and safety of, or right to peaceful enjoyment by, other residents or employees of PTHD;

- e. Is activity that threatens the health and safety of, or right to peaceful enjoyment by, persons residing in the immediate vicinity of the Premises;
  - f. Is gang-related activity (as such activity is defined in the Puyallup Tribal Code and/or by PTHD regulations or policies).
- 8. Failing to make payments required under the rental agreement.
  - 9. Failing to abide by the terms and conditions of the rental agreement.
  - 10. Violating other PTHD Policies, including but not limited to the PTHD Drug and Alcohol Policies.
- B. Tenants commit a Fraudulent Crime Violation by:
- 1. Knowingly omitting income or assets of self or household members.
  - 2. Knowingly under reporting income or assets of self or household members.
  - 3. Transferring income or assets to obtain or retain false eligibility.
  - 4. Overstating deductions, allowances or expenses.
  - 5. Using a false identity or false social security number.
  - 6. Using false documents.
  - 7. Falsifying the number of household members, etc.

SECTION XIII. OPPORTUNITY FOR CORRECTIVE ACTION

- A. Program violations and fraudulent crime violations are grounds for termination and eviction of the Tenant. However, at PTHD's sole discretion, if the circumstances warrant, PTHD may provide Tenant an opportunity to take corrective action consistent with this Section.

- B. When the PTHD becomes aware of a violation(s) and determines that it is appropriate to provide Tenant an opportunity to take corrective action, PTHD shall notify the Tenant of the violation in writing.
- C. If possible, PTHD will work with the Tenant jointly to develop a work plan to correct the violations. The PTHD will also provide counseling as appropriate and provide an opportunity for an informal hearing on the matter as appropriate.
- D. If corrections are not possible or if the circumstances do not warrant permitting Tenant opportunity to correct, the PTHD may proceed directly to termination of the rental agreement as provided in this Policy, the rental agreement, and the Puyallup Tribal Housing Code, Subchapters 6 and 7.

SECTION XIV.   GROUNDS FOR TERMINATION OF RENTAL AGREEMENT

- A. PTHD may terminate the rental agreement of a Tenant in the Low-Income Rental Program for any "program violation" or "fraudulent crime violation" as defined in this Policy or in the Eligibility, Admissions, and Occupancy Policy.
- B. Criminal Activity, Disturbance of Peaceful Enjoyment, Threats to Health and Safety. PTHD may terminate the rental agreement of a Tenant in the Low-Income Rental Program if Tenant, any member of Tenant's household, and any guests or other persons under Tenant's control engage in any of the following activities:
  - 1. Violence or any criminal activity, including drug-related criminal activity, whether on or off the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802));
  - 2. Activity that threatens the health and safety of, or right to peaceful enjoyment by, other residents or employees of PTHD;
  - 3. Activity that threatens the health and safety of, or right to peaceful enjoyment by, other tenants; or

4. Gang-related activity (as such activity is defined in the Puyallup Tribal Code and/or by PTHD regulations or policies).

For a termination of the rental agreement for violation of this subsection, it shall not be necessary that Tenant (or any of the other covered persons) to have been criminally convicted of the activity unless the only violation is the criminal activity. PTHD may terminate and evict if a preponderance of the evidence demonstrates that a violation of this Section has occurred.

- C. PTHD may terminate the rental agreement of a Tenant in the Low-Income Rental Program if Tenant fails to properly maintain the unit.
- D. PTHD may terminate the rental agreement of a Tenant in the Low-Income Rental Program if Tenant fails to make timely payment of monthly rent or other charges as set out in Section XIX.C of the Eligibility, Admissions, and Occupancy Policy.(
- E. PTHD may terminate the rental agreement of a Tenant in the Low-Income Rental Program for non payment for costs for damages or services which have been due for thirty (30) calendar days or more.
- F. PTHD may terminate the rental agreement of a Tenant in the Low-Income Rental Program if Tenant, any members of Tenant's household, any of Tenant's guests, and any other persons under Tenant's control fail to comply with the provisions of the PTHD Resident Alcohol and Drug Policies
- G. PTHD may terminate the rental agreement of a Tenant in the Low-Income Rental Program if Tenant for any serious or repeated violation of the rental agreement, this Policy, or any other applicable PTHD policies, Puyallup Tribal law or regulations.
- I. The PTHD shall terminate the rental agreement of a tenant in the Low-Income Rental Program for repeated violations of the Rental Agreement after being given two opportunities for corrective action. The third violation incident shall be grounds for termination.
- J. PTHD may terminate the Rental Agreement of a Tenant in the Low-Income Rental Program if the Tenant's household

composition changes so it no longer meets the PTHD definition of "Indian family."

SECTION XV. PROCEDURES FOR TERMINATION AND EVICTION

- A. When PTHD has determined that there is cause to terminate the rental agreement and evict Tenant, PTHD shall give written notice to Tenant that the rental agreement has been terminated, and that Tenant must come into compliance or quit the Premises according to the provisions of this Section. Such notice shall be called "Termination Notice."
- B. The Termination Notice shall be addressed to Tenant and shall state the reasons(s) for termination of the tenancy and the date by which Tenant is required to comply or quit possession of the unit. The Termination Notice shall inform Tenant of Tenant's right to make such reply as Tenant wishes, and of Tenant's right to request a hearing in accordance with PTHD's grievance procedures.
- C. If the termination is for a reason that by its nature is a threat to other Tenants, neighbors, or PTHD employees (including, but not limited to, engaging in criminal activity [including drug-related criminal activity], engaging in behavior that threatens public health and safety, or engaging in gang-related activity), the Termination Notice need not provide any opportunity to come into compliance, but may simply inform Tenant that the rental agreement is terminated and that Tenant must quit the premises by the specified date.
- D. Time Requirements for Termination Notice. The Termination Notice must be delivered within the following periods of time:
  1. No less than seven (7) calendar days prior to the date to comply or quit specified in the notice for any failure to pay rent or other payments required by the rental agreement or this Policy.
  2. No less than three (3) calendar days prior to the date to comply or quit specified in the notice for nuisance, serious injury to property, criminal activity (including drug-related criminal activity), gang-related activity, or injury to persons.

3. In situations in which there is an emergency, such as a fire or condition making the Premises unsafe or uninhabitable, or in situations involving an imminent or serious threat to public health or safety, the notice may be made in a period of time which is reasonable, given the situation.
  4. No less than fourteen (14) calendar days prior to the date to comply or quit specified in the notice in all other situations.
- E. Personal Delivery of Termination Notice. The Termination Notice shall be in writing, and it must be personally delivered to Tenant, to another adult living in the unit, or to an adult agent or employee of Tenant, with a copy mailed to Tenant by certified mail. Delivery must be made by an adult person (18) years or older.
- F. Alternative Methods of Delivery if Personal Delivery Not Possible. If the Termination Notice cannot be given by means of personal delivery, or if Tenant cannot be found, the Termination Notice may be delivered by means of:
1. Certified mail, return receipt requested, to the last known address of Tenant; or
  2. Securely taping a copy of the Termination Notice to the main entry door of the unit in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the unit, including a Tribal office, public store, or other commonly frequented place and by sending a copy first class mail, postage prepaid, addressed to Tenant at the unit.
- G. Vacating Unit Upon Termination. Immediately upon the termination of the rental agreement becoming effective (whether Termination was by Tenant or PTHD), Tenant shall quietly and peaceably remove Tenant's household and property from the Premises and surrender possession thereof and the equipment and furnishings therein, in the condition as leased, reasonable wear and tear excepted. All amounts owed PTHD by Tenant shall immediately become due and payable. In the event that Tenant does not vacate the premises or leaves owing money to PTHD, PTHD may institute legal proceeding to force eviction and collect any funds owing and Tenant shall pay any legal costs, including court

costs and attorney fees, if PTHD prevails in any legal proceeding.

- H. Removal of Furniture and Other Personal Property. All furniture, household goods, and/or other personal property of Tenant or Tenant's household remaining in or on the Premises for a period of time longer than five (5) days after removal of Tenant from the Premises shall, unless otherwise provided by law, be deemed to have been abandoned by Tenant without the basis of formal legal process, unless the situation then existing indicates otherwise. Tenant's personal property shall be stored by PTHD for least thirty (30) days, either on the Premises or at another suitable location. In order to reclaim the personal property, Tenant shall pay the reasonable costs of its removal and storage. If Tenant does not pay such costs within thirty (30) days, PTHD is authorized to sell the property in order to recover these costs. Upon request by Tenant, PTHD shall provide the pertinent information concerning the sale, including the time, date and location. Any proceeds from the sale in excess of the storage and removal costs shall be remitted to the former occupants. If Tenant has not given PTHD a new address, Tenant shall have a period of one year to contact PTHD to claim such net proceeds, at which time the proceeds shall become the absolute property of PTHD.
- I. With respect to any notice of eviction or termination pursuant to this Policy, notwithstanding any State, local or Tribal law, Tenant shall be informed of the opportunity, prior to any hearing or trial, to examine any relevant documents, records, or regulations directly related to the eviction or termination.
- J. If Tenant does not vacate the unit as required under the Termination Notice by the time specified in the notice, PTHD will file an eviction action in the Puyallup Tribal Court to forcibly evict Tenant from the unit.
- K. Prior to filing an eviction action in the Puyallup Tribal Court, the PTHD may conduct a formal or informal procedure of forbearance with the Tenant, at the discretion of the PTHD.

SECTION XVI. NOTICE OF VACANCY; ABANDONMENT OF UNIT

- A. The Tenant is responsible to provide the PTHD with a thirty (30) day written notice of his or her intent to terminate the rental agreement.
- B. At the close of the thirty day period, the Tenant must vacate the unit. No later than ten (10) days after the date the termination of the rental agreement goes into effect Tenant (1) must remove all possessions from the unit and (2) return all keys for the unit to PTHD. Any possessions left in the unit after the ten (10) days has expired will be removed and stored by PTHD, and the costs of such storage and removal will be charged to Tenant. If the Tenant does not redeem the possessions within thirty (30) days, the possessions will become the property of PTHD and may be disposed of by PTHD at its discretion. If the Tenant does not return the keys within the ten (10) day period, PTHD will re-key the locks to the unit, and Tenant will be charged the cost of such re-keying.
- C. Tenant must also clean the premises and leave it in the same condition as upon initiation of the rental (except for normal wear and tear). Tenant will be charged clean-up costs if this is not done.
- D. Tenant must also return the keys to the premises and keys to the mailbox to PTHD. Failure to do so will result in charge to change locks and keys as set out in Section III.M.11 of the PTHD Maintenance Policy.
- E. Upon receipt of the Notice, the PTHD will schedule a pre-move-out inspection, which will allow the Tenant to provide needed repairs or replacements, if any, prior to vacating the unit.
- F. If a Tenant vacates the unit without notice, the PTHD shall take the following actions.
- G. A 10-Day Abandonment Notice will be sent to the Tenant by regular and certified mail informing them that they have 10 days to respond.
- H. The rental agreement will be considered void as of the day the PTHD discovers the abandonment.
- I. The PTHD will retake possession as provided in the applicable provisions of the Puyallup Tribal Housing Code, and immediately inspect the unit to determine if repairs are necessary. The Tenant will remain subject to the

obligations of the rental agreement. This includes the obligation to make monthly rents until the PTHD can terminate the rental agreement in writing. Notice of the termination will be communicated to the extent feasible.

- J. If repairs are necessary, the Tenant will be responsible for all costs of those repairs. A copy of the charges will be forwarded to the last known address of the Tenant.
- K. If adequate rent arrangements are not made by the Tenant, the PTHD shall bypass any forbearance procedures and file a claim in the Puyallup Court against the Tenant for rent and/or damages.

SECTION XVII. LEAVING WITH A DELIQUENCY

- A. Tenants with terminated rental agreements that have debt balances (including fees) will be processed through court proceedings for small claims if a payback agreement with the Tenant cannot be executed or successfully followed.
- B. Tenants with terminated rental agreements that have debt balances with any Indian Tribal Housing Authority will not receive future housing assistance from the PTHD until those debts have been paid in full.
- C. The PTHD will charge all costs incurred in the collection of debts to the Tenant through the Tenant's account.
- D. Upon vacating the unit, the Tenants will be responsible for the costs of all necessary repairs to place the unit in satisfactory condition for the next Tenant.
- E. Upon failure of a Tenant to fulfill his or her maintenance obligations, the PTHD will perform the required maintenance and charge the Tenant's accounts accordingly.

SECTION XVIII. MISCELLEANOUS

- A. The PTHD shall carry all insurance required by NAHASDA and the applicable NAHASDA regulations, including fire and extended coverage insurance upon the unit.
- B. In the event a unit is damaged or destroyed by fire or other casualty:

1. The PTHD shall use the insurance proceeds to have the unit repaired or rebuilt unless there is good reason for not doing so.
2. In the event the PTHD determines that the unit should not be repaired or rebuilt, the PTHD shall assist the resident Tenant as follows:
  - a. Place the Tenant in another available unit without terminating the rental agreement;
  - b. Offer the resident Tenant a rental assistance certificate; or
- C. If the final determination is that the home should be repaired or rebuilt, Tenant will be required to vacate the unit. PTHD will endeavor to provide alternate housing to Tenant until such time as the unit is repaired or rebuilt.
- D. In the event of termination of a rental agreement because of damage or destruction of the unit, or if the unit must be vacated during the repair period, the PTHD will use its best efforts to assist in relocating the Tenant. If the unit must be vacated during the repair period, required monthly payments shall be suspended during the vacancy period.