

Puyallup Tribal Housing Department
Methamphetamine Contamination Testing Policy

Adopted: May 5, 2019

Revised: July 17, 2020

Puyallup Tribal Housing Department

Methamphetamine Contamination Testing Policy

Purpose

This policy and its related procedures are adopted to address the illegal manufacture, use or possession of methamphetamine (meth) in all units owned or managed by the Puyallup Tribal Housing Department (PTHD). The PTHD seeks to ensure that all families occupying and moving into its units have a safe and sanitary living environment.

Contamination caused by manufacturing methamphetamine, or by smoking, injecting, or snorting meth, is a major health concern within the boundaries of the Puyallup Tribe of Indians. Use or manufacture of meth by Tenants (as that term is defined below), or others in places where people live, sleep, eat or work can leave the premises severely contaminated with dangerous levels of toxic poisons and chemicals. Where there has been use or manufacture of meth in a PTHD unit, the unit often needs to be decontaminated or remediated to levels safe for occupancy. This policy governs both the rights of Tenants and the circumstances under which PTHD may enter a unit to test for evidence of meth use or manufacture. This policy establishes PTHD policies for the following: grounds and procedures for testing units for meth use or contamination; consequences for Tenants whose units test positive for meth contamination, and Tenant obligations for testing, cleanup and other costs and damages.

Section I – Definitions

1. “Puyallup Tribal Housing Department units” (“PTHD units”) mean all housing owned or managed by the PTHD, including Low Income Units NE Apartments/Townhomes, NE Long House (Phase I & II), Great View Townhomes, Waller Road Elders Community, HOPA Homes, Rental Homes, Yakama House (AKA Sandy House) and any other future development managed by the PTHD, including both rental and homebuyer units.
2. “Composite Testing” means the process used to check for the presence of meth residue. The composite or “grab sample” will be a collection from four different areas of the unit.
3. “Drug related criminal activity” means the illegal manufacture, sale, distribution, use or possession of a controlled substance, whether on or off PTHD premises, and includes offenses for which only a civil penalty may be assessed. “Drug related criminal activity” includes, but is not limited to, the illegal manufacture, sale, distribution, use or possession of a controlled substance by a visitor or guest on PTHD premises or rental assistance premises, or such an individual being under the influence of a controlled substance while on PTHD premises or rental assistance premises.
4. “Guests” is any person, other than the Tenant, in or around a dwelling unit with the permission and consent of the Tenant.
5. “Tenant” is the lessee(s), sublessee(s), homebuyer or person(s) entitled under a lease, purchase agreement or lease/purchase agreement, HOPA, rental agreement, etc., to occupy a PTHD unit to the exclusion of others.

Section II – Addendum

All Tenants of PTHD units will be required to sign an addendum to their lease or other agreement expressly authorizing the PTHD and its employees, agents or contractors to conduct composite testing for the presence of meth residue as follows:

1. During annual PTHD inspections of the units; and
2. Immediately following a Tenant moving out of a PTHD unit after termination or expiration of Tenant’s lease, and, at PTHD’s discretion, immediately prior to a Tenant moving into a PTHD unit.
3. Upon reasonable suspicion as set forth in Section 4 of this Policy.

Failure of a Tenant to sign the required lease agreement addendum and consent to the composite meth testing as set forth above shall be deemed a violation of this Policy and may constitute grounds for termination of the Tenant’s lease and eviction.

Section III - Transfer

Tenants who request to transfer to another PTHD unit will be required, prior to approval of the transfer, to submit their current unit to composite testing for the presence of methamphetamine residue. Refusal to allow such testing will result in denial of the request for transfer. A positive test for methamphetamine residue will be handled under the procedures set out in Section 6, below.

Section IV – Reasonable Suspicion Testing

This section sets out the circumstances that shall expressly establish reasonable suspicion to conduct meth testing of a PTHD unit. This section does not supersede, rescind or modify the PTHD policy on Inspections and right to enter (Eligibility, Admission, and Occupancy Policy, Section XVII, Inspections), and meth testing of a unit may also be authorized pursuant to the foregoing PTHD policy. The PTHD has the authority to enter any PTHD unit to test for meth use/manufacturing under any of the following circumstances:

1. There has been documented drug-related or alcohol-related criminal activity, whether on or off PTHD premises.
2. There have been one or more incidents involving inebriation on PTHD premises or rental assistance premises.
3. There has been use of methamphetamine, as indicated by a positive drug test for methamphetamine.
4. The PTHD unit has been searched pursuant to a search warrant issued by a court of a competent jurisdiction and illegal controlled substances or drug paraphernalia were found in the unit during that search.

5. Observations by a PTHD employee, including but not limited to housing maintenance staff or employees whose duties include protection of the public health and safety, which would cause a reasonable person to believe that meth use or manufacturing activities have taken place in the unit. By way of illustration only, and without intending to be exhaustive, some examples of such observations include but are not limited to: strong chemical odors or toxic fumes, installation of fans and blowers, windows open and fans operating in cold weather, suspicious traffic to or from the unit, dead spots or burned areas in the grass and vegetation caused by dumping of toxic materials, a great deal of trash which contains unusual items, extensive or unusual security measures.
6. A conviction or plea of no contest involving the Tenant or guest in the unit on any drug related offense in any court of competent jurisdiction, provided that the investigation that supported the drug offense charge indicates that the drug related criminal activity involved the presence of meth use or manufacture in the PTHD unit.
7. A Tenant of a PTHD unit may at any time request testing to be done if the Tenant suspects use by any occupant, guest or trespasser.

The basis for a "reasonable suspicion" determination should be documented in writing by a PTHD staff person and supported by the corroboration of a supervisor or person of authority on the PTHD staff, whenever feasible.

Section V – Unit Methamphetamine Testing Procedures

The Tribe is adopting the Washington State threshold standard for meth contamination, which is 1.5 mgs/100 cm square. If the test result for a PTHD unit is below this standard shall the unit shall be deemed safe for habitation, but if any of the test results for a unit are above this safe habitation standard, the PTHD unit shall be deemed contaminated and unsafe for habitation.

All preliminary composite testing shall be done by a trained staff or a certified testing contractor. A Composite test consists of field-sampling four different areas of the unit at the discretion of the maintenance staff. All composite testing samples will be sent to a certified meth testing laboratory for confirmation. When the presence of meth contamination is confirmed, the level of contamination will be documented by the laboratory report. This level will determine the extent of remediation needed to return the unit to a level safe for habitation.

1. Based on the current information regarding the health risks associated with meth residue, PTHD has determined that when there is a meth test indicating that a PTHD unit is contaminated and unsafe for habitation, the Tenant must vacate the PTHD unit and the unit must be decontaminated of such residue prior to residents being allowed to move back in.
2. Prior to a Tenant moving in (which can be satisfied by testing after the prior Tenant vacates), each PTHD unit will be tested for meth to establish a baseline demonstrating that the unit is safe for habitation. A positive result prior to move-in will require PTHD to delay the Tenant move-in while the unit is decontaminated in pursuant to the residue clean-up procedures set forth in this policy.

3. If a PTHD unit is already occupied but no prior test has been conducted to establish a non-detect baseline demonstrating that the unit is safe for habitation, and the annual inspection meth test result indicates that the unit is contaminated and unsafe for habitation, the Tenant will be required to vacate the unit while the unit is decontaminated in pursuant to the residue clean-up procedures set forth in this policy. The Tenant will be permitted to move back into the unit after the completion of the decontamination process, unless other corroborating evidence demonstrates, to PTHD's satisfaction, that the meth contamination occurred as a result of the current Tenant's activities, or the activities of the members of the current Tenant's household or guests, in which case PTHD will automatically trigger eviction proceedings and proceed with the mutual termination agreement and eviction proceedings set for in Section VII of this policy or, for Tenants participating in the homebuyer or rental assistance programs, terminate the Tenant's homebuyer or rental assistance program agreement. **By way of illustration only, and without intending to be exhaustive, some examples of such corroboration include but are not limited to: the examples of observations described in Section IV(5), above; positive tests for methamphetamine residue on personal property in the unit.**
4. If a PTHD unit is already occupied and a prior a non-detect baseline demonstrating that the unit is safe for habitation was established prior to the current Tenant moving in, and the annual inspection meth test result indicates that the unit is contaminated and unsafe for habitation, the Tenant will be required to vacate the unit immediately and PTHD will trigger automatic eviction proceedings and proceed with the mutual termination agreement and eviction proceedings set for in Section VII of this policy or, for Tenants participating in the homebuyer or rental assistance programs, terminate the Tenant's homebuyer or rental assistance program agreement..
5. If a meth test result conducted immediately after a Tenant moves out indicates that the unit is contaminated and unsafe for habitation, and a non-detect baseline demonstrating that the unit was safe for habitation was established prior to the date that the vacating Tenant moved in, PTHD will notify the vacating Tenant of the positive test result and document the Tenant's violation of the PTHD Drug and Alcohol Policies and the Tenant shall be subject to the renewal and reapplication conditions set forth in Section VIII of this Policy. PTHD will also assess the decontamination costs against the vacating Tenant.
6. All testing results, whether positive or negative, will be documented, and PTHD will securely maintain the test results in accordance with applicable law and policy.
7. The Tenant is responsible to pay for the testing and remediation costs if a test result is positive for meth above the safe habitation standard, if a non-detect baseline demonstrating that the unit was safe for habitation was established prior to the date that the Tenant moved into the unit.

Section VI – Drug Residue Clean-Up Procedures

1. If a PTHD unit tests positive for meth above the safe habitation standard, the PTHD or a contractor with the necessary professional expertise shall clean up and decontaminate the unit

according to protocols to be adopted or approved by PTHD. Such protocols must be in writing, and must comply with all applicable law and regulations for such work, observe all requisite safety regulations, and provide for the preservation of evidence of contamination.

2. If a unit tests for methamphetamine contamination that is below the 1.5 ug/100 cm² threshold, PTHD will follow the recommendations of its methamphetamine remediation contractor as to the steps to take to decontaminate the unit, if any. Such decontamination shall be at the cost of the Tenant, if it is deemed to be their responsibility.
3. PTHD staff will not be permitted to enter a unit contaminated above the 1.5 ug/100 cm² threshold unless accompanied by, following all safety instructions of, and under the supervision of a methamphetamine remediation contractor for the purposes of facilitating such remediation.
4. Once the PTHD unit is vacated by the household, PTHD will board up the dwelling unit and restrict access until remediation is completed and the unit tests free of contamination. PTHD shall post a statement on the entrance to the unit stating that the unit has tested positive for methamphetamine contamination and that access is restricted. The Tenant will only be permitted to access the unit with the permission of PTHD and under the supervision of PTHD staff.

Section VII – Mutual Termination Agreements & Eviction Proceedings

1. A Mutual Lease Termination Agreement will be provided to the Tenant if the meth test results reveal a level of contamination exceeding the safe habitation standards. In that Agreement, the Tenant and the PTHD shall agree on a date by which the Tenant must vacate and surrender the unit to PTHD in order to avoid the commencement of court eviction proceedings. The Mutual Lease Termination Agreement shall be presented to the Tenant at the same time a copy of the certified laboratory meth test results are provided to the Tenant.
2. If the Tenant does not agree to sign the Mutual Lease Termination Agreement, the Tenant shall be served with a lease violation/termination notice and a notice to quit.
3. PTHD may file a complaint for unlawful detainer if the Tenant fails to vacate the premises as required in the lease violation/termination notice and notice to quit. The complaint will include a concise statement of the relief sought by PTHD, including eviction of the Tenant, restoration of the unit to the possession of the Housing Department, an award for rent due to the date of eviction, and an award of damages incurred by PTHD for meth testing, laboratory fees, decontamination of the unit, materials, labor for remediation, dumping fees, and any other damage to the unit caused by the Tenant. The Housing Department may also seek an award of costs incurred in bringing the action, including attorney's fees.
4. The PTHD Housing Committee may, in its sole discretion, forebear the eviction of a Tenant in accordance with the authority set forth in Section VIII of the PTHD Drug and Alcohol Policy.

Section VIII – Renewal or Reapplication of the Tenant for Housing

Any Tenant (including members of that Tenant’s household) who has been evicted from a PTHD unit, or signed a mutual termination agreement, on the grounds of meth contamination that exceeds the safe habitation standard may be eligible to reapply for PTHD assistance if and when each and every one of the conditions set forth below have been satisfied and the Tenant is not deemed in eligible on the basis of any other PTHD policies, including but not limited to the Drug and Alcohol Policies.

1. No less than three years have passed since the date that the Tenant was evicted or moved out of the contaminated unit.
2. The applicant must prove that he or she has received treatment for chemical dependency, abuse or addiction through a certified treatment facility. If the applicant was previously evicted because a member of the applicant’s household used meth in the unit, but not the applicant, applicant will need to demonstrate that the member of the household received such treatment.
3. The applicant has demonstrated that he or she is law abiding and has no convictions other than minor traffic violations since the Tenant was evicted or moved out of the contaminated unit.
4. The applicant must have a referral letter from a certified Substance Use Disorder Coordinator, stating that he or she has the confidence and knowledge that the applicant is rehabilitated, that the applicant has fulfilled all the requirements of an outpatient program and/or other related treatment programs.
5. The applicant must have paid all unpaid rent that accrued prior to being evicted or moving out of the contaminated unit, and the Tenant must have paid all other restitution and damages order by a court.

Upon satisfaction of each of the foregoing requirements, including submission of all required documents, the applicant will be required to complete an application for housing and will be placed on the housing waiting list. The PTHD Housing Committee may, in its sole discretion, waive the ineligibility of an applicant in accordance with the authority set forth in Section VI of the PTHD Drug and Alcohol Policy.

Section IX – Policy Updates and Revisions

This section provides for annual review of this policy to ensure that this policy is updated on an annual basis due to changes in laws, HUD rules and regulations, and Tribal Ordinances. Any changes or amendments to this policy must have Tribal Council approval.

ACKNOWLEDGEMENT

I, _____, acknowledge that I am the Tenant residing in a unit located at: _____ that is owned or managed by the PTHD on the Puyallup Tribe of Indians reservation. I further acknowledge that I have read and understand the foregoing PTHD “Methamphetamine Contamination Testing Policy.” I understand the consequences for me if I choose to violate this policy.

Tenant: _____

Date: _____

Co-Tenant: _____

Date: _____

Date: _____

PTHD Director