
YAKAMA NATION HOUSING AUTHORITY

MUTUAL HELP SUBLEASE POLICY

Yakama Nation Housing Authority

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Chapter 1 PURPOSE AND SCOPE

- 100.1 Purpose.** This Mutual Help Sublease Policy (this “Policy”) has been adopted by the Yakama Nation Housing Authority (“YNHA”) Board of Commissioners (the “Board”) to establish guidelines and procedures for homebuyers participating in the YNHA Mutual Help Homeownership Opportunity (“Mutual Help”) Program to sublease the Mutual Help units in which they currently reside to another eligible occupant.
- 100.2 Scope.** This Policy applies to homes that were built under the Mutual Help Program of the 1937 Housing Act. This policy is intended to be applied consistent with the Mutual Help and Occupancy Agreements (“MHOA”) and other applicable YNHA policies. This policy does not apply to any of the YNHA Rental Programs (e.g., Low-Income Rental Program, Elderly Rental Program and Tax Credit Rental Program). Under the terms of their Rental Agreements, tenants in the Rental Program are prohibited from assigning or subletting their units.

Chapter 2 AUTHORITY, ADMINISTRATION AND APPLICABLE LAWS

- 200.1 Authority.** The Board has authority to adopt this Policy under Resolution T-94-77 (June 21, 1977), as amended, and is responsible to ensure that any policies that are adopted are appropriate for YNHA. This Policy and any amendments to this Policy shall be effective only upon adoption by Resolution of the Board.
- 200.2 Delegation of Authority.** The Board delegates the responsibility for the administration and monitoring of this Policy to the YNHA Executive Director. The Executive Director may delegate one or more of his/her duties to a YNHA staff member who is competent to perform those duties, provided the delegation is in writing.
- 200.3 Implementation.** The Executive Director will ensure that any procedures or forms that are developed to implement this Policy conform to this Policy. Work performed this Policy shall be at all times in the best interests of the YNHA and in accord with other YNHA policies and applicable laws. Personnel using this Policy are responsible for being familiar with its content.
- 2.004 Applicable Laws.** This Policy shall comply with all applicable laws including, without limitation, the Revised Code of the Confederated Tribes and Bands of the Yakama Nation (“RYC”), as amended, the Native American Housing and Self-Determination Act of 1996

(Pub. Law 104-330), as amended (“NAHASDA”) and regulations under NAHASDA. The YNHA Executive Director will periodically review this policy and recommend amendments as necessary to comply with applicable laws, or for other purposes.

- 200.5 Sovereign Immunity.** YNHA hereby expressly affirms its tribal sovereign immunity to suit in any jurisdiction or tribunal and does not waive, alter, or otherwise diminish that sovereign immunity by adopting or implementing this Policy or any other standard, document, or law referenced herein. To the extent any provision of this Policy or other referenced standard, document, or law is inconsistent with the sovereign immunity of the YNHA or the Yakama Nation, such provision is not adopted by this Policy and is declared void, unenforceable, and severable from the remainder of this Policy.
- 200.6 Prior Policies.** This Policy supersedes all prior policies and communications on each covered subject. This Policy is a tool to assist YNHA personnel, and it does not create a contract or promise specific treatment in specific situations. The Board reserves the right to change, cancel or interpret any YNHA policies at its sole discretion and without prior notice.
- 200.7 Other Policies.** Other YNHA Policies may apply and should be consulted and implemented in concert with this Policy.

Chapter 3 DEFINITIONS

- 300.1 Homebuyer** means the person who executed the MHOA and who has not yet received a conveyance of the home.
- 300.2 MHOA** means the Mutual Help and Occupancy Agreement between YNHA and the Homebuyer.
- 300.3 Mutual Help Unit** means a homeownership unit built by YNHA under the Mutual Help Homeownership Opportunity program under the 1937 Housing Act.
- 300.4 Sublease Agreement** means a written, signed, three-party agreement by and among YNHA, the Homebuyer, and the Sublessee, which conveys the use of the Mutual Help unit to the Sublessee for a Temporary period of time.
- 300.5 Sublessee** means an individual or family who is determined by YNHA to be eligible to participate in YNHA programs under the terms of the YNHA Eligibility, Admissions and Occupancy Policies, and who enters into a Sublease Agreement for a Mutual Help Unit as described in this Policy.

- 300.6 Temporary** means a period of time not to exceed twelve (12) months in total over a three (3) year period.
- 300.7 Reasonable Commute** means a distance that exceeds a reasonable commuting time from the Mutual Help Unit. Factors to be considered include the quality of roads, customarily available transportation and usual or customary travel times. Locations on the Yakama Reservation will generally be considered to be within a Reasonable Commute from the Mutual Help Unit.
- 300.7 Employment Opportunity** means a career advancement opportunity or seasonal employment.
- 300.8 Education Opportunity** means the opportunity to attend a recognized educational institution (e.g., a college, community college, skill center, business school or vocational school) for purposes of obtaining a degree or certification.
- 300.9 Medical Care** means hospitalization, therapy or other treatment on a temporary basis, as documented by a doctor's written recommendation that includes the length of time the Homebuyer is expected to be away.
- 300.10 Military Duties** means a temporary military duty assignment, as documented by a copy of the military orders.
- 300.11 Effective Date** means the date that the Sublease becomes effective, which shall be the same date that Homebuyer moves from the Mutual Help Unit and the Sublessee takes possession and occupancy of the Mutual Help Unit.

Chapter 4 CONDITIONS FOR SUBLEASE

- 400.1 Current MHOA.** All homebuyers who Sublease their Mutual Help Units are required to have a current, signed MHOA.
- 400.2 Current Occupant in Good Standing.** Under the terms of the MHOA, a Homebuyer is required to occupy the Mutual Help Unit as his or her primary residence, and to comply with the terms of the MHOA, including making the required house payment. At the time of entering into a Sublease Agreement, the Homebuyer must be in compliance with the MHOA.
- A. YNHA will not consider or approve a request for a Sublease if the Homebuyer is in arrears on his or her Homebuyer account. All charges must be brought current.

B. The Homebuyer shall be current on all obligations due the local utility companies before permission to sublease the Mutual Help Unit will be approved by the Executive Director.

1. The Homebuyer shall submit a copy of his/her most recent utility bill(s) to show that the Homebuyer's account(s) are current.

2. If the Homebuyer's utility account(s) is/are seriously in arrears, Sublease will not be approved until such time as the Homebuyer can demonstrate (through receipts or letters from the utility company(ies) that the Homebuyer is either current or has a payback agreement in place.

400.3 No Vacancies. A Mutual Help Unit must not be left vacant. The move-out date for the Homebuyer and the move-in date for the Sublessee must be coordinated so that the Mutual Help Unit will be occupied at all times.

400.4 Unapproved Subleases. If a Homebuyer subleases his or her Mutual Help Unit without a signed, approved Sublease Agreement, YNHA shall have grounds to terminate the MHOA.

400.5 Circumstances for Sublease. YNHA will consider approving a Sublease under the following circumstances, consistent with the MHOA and this Policy.

A. The Homebuyer requests to move from the Mutual Help Unit on a Temporary basis in order for the Homebuyer or the Homebuyer's spouse or companion to obtain an Employment Opportunity that is not available except at a location that is more than a Reasonable Commute from the Mutual Help Unit.

B. The Homebuyer requests to move from the Mutual Help Unit on a Temporary basis in order for the Homebuyer or the Homebuyer's spouse or companion to attend a recognized educational institution (e.g., a college, community college, skill center, business school or vocational school) that is located more than a Reasonable Commute from the Mutual Help Unit for purposes of obtaining a degree or certification.

C. The Homebuyer requests to move from the Mutual Help Unit on a Temporary basis for the Homebuyer or member of the Homebuyer's family to receive Medical Care at a location that is more than a Reasonable Commute from the Mutual Help Unit.

D. The Homebuyer needs to move from the Mutual Help Unit on a Temporary basis in order for the Homebuyer or the Homebuyer's spouse or companion to perform Military Duties at a location that is more than a Reasonable Commute from the Mutual Help Unit.

400.6 Verification. In all circumstances, the Homebuyer must verify that the absence will be Temporary, as defined in this Policy.

400.7 Eligible Sublessee. There must be an eligible Sublessee for term of the Sublease. The individual or family being considered for a Sublease must complete and submit documentation as required by YNHA to determine and verify that the individual or family is eligible to participate in YNHA programs, and to determine the monthly payment, consistent with the YNHA Eligibility, Admissions and Occupancy Policies and NAHASDA. Private or public corporations, organizations or groups are not eligible to be a Sublessee.

Chapter 5 SUBLEASE PROCEDURES

500.1 Application Process. To sublease a Mutual Help home, the Homebuyer shall follow the procedures set forth below. All necessary steps shall be completed prior to moving out of the home:

- A. At least sixty (60) days prior to Effective Date, the Homebuyer shall submit a written request to the YNHA Executive Director for permission to sublease the Mutual Help Unit. The Homebuyer shall submit this request on a completed and signed Request for Sublease form, which may be obtained from the Resident Services Specialist or the YNHA Receptionist.
- B. If the Homebuyer desires a particular individual or family to sublease the dwelling unit, then that individual or family shall be identified in the Homebuyer's Request for Sublease.
- C. In the Request to Sublease, the Homebuyer shall state the period of time the Homebuyer requests to Sublease the unit and the reasons and circumstances for the Request to Sublease.
- D. At least sixty (60) days prior to the Effective Date of the Sublease, the individual or family identified by the Homebuyer as a prospective Sublessee must complete and submit a YNHA Application for the YNHA Low-Income Rental Program and all required documentation as described in the YNHA Eligibility, Admissions and Occupancy Policies. Application forms for YNHA housing programs are available from the Receptionist at the YNHA Housing Office
- E. If the Homebuyer does not identify a particular individual or family to sublease the dwelling unit, then YNHA will select from the Waiting List for the Low-

Income Rental Program, consistent with the YNHA Eligibility, Admissions and Occupancy Policies.

- 500.2 Review and Approval.** The YNHA staff will complete an initial review of the Homebuyer's Request for Sublease under the terms of this Policy, and will review and verify the Application of the prospective Sublessee under the YNHA Eligibility, Admissions and Occupancy Policies. The documentation will then be referred to the YNHA Executive Director, who may approve the Sublease if all applicable legal and policy requirements have been met.
- 500.3 Sublease Agreement.** The Homebuyer, YNHA, and the Sublessee approved by YNHA will enter into a written, signed Sublease Agreement on a form provided by YNHA.
- 500.4 Term.** The term of the Sublease will be clearly stated and will not exceed twelve (12) months. The Sublease Agreement will automatically expire at the end of the term unless extended in accordance with this Policy.
- 500.5 Security Deposit.** The Sublessee will be required to pay a Security Deposit to YNHA at the time the Sublease is signed. The amount of the Security Deposit will be a minimum of \$200.00 or an amount equal to the amount of one month's rent (before utility allowance), whichever is greater.
- 500.6 Sublessee Responsibilities.** The Sublease will assume responsibility under the Sublease for making all required house payments and payments of utility bills, for properly maintaining the Mutual Help Unit and for otherwise occupying the Mutual Help Unit in compliance with the terms of the Homebuyer's MHOA, YNHA policies, and applicable laws; however, if the Sublessee fails to meet his obligations, then the Homebuyer is ultimately responsible.
- 500.7 Homebuyer's Responsibility.** The Homebuyer will continue to be responsible for the Mutual Help Unit during the term of the Sublease. If the Sublessee fails to make the monthly payment or to furnish his or her own utilities, fails to maintain the Mutual Help Unit, or causes damages to the Mutual Help Unit, then the Homebuyer is ultimately responsible under the terms of the MHOA.
- 500.8 Payments.** All payments made by the Sublessee to YNHA under the Sublease will first be credited to the YNHA administrative charge and then to YNHA's own account, to remain the property of YNHA and treated as program income. No payments made by the Sublessee will be credited to the Homebuyer's equity accounts or reserve accounts.
- 500.9 Extension of Sublease.** To extend the term of the Sublease, the Homebuyer must submit a written request to the YNHA Executive Director at least sixty (60) days before the date that the Sublease is due to expire.

- A. All requests to extend a Sublease shall explain, in detail, why the extension is being requested, whether the current Sublessee or another tenant will be requested by the Homebuyer, and the proposed length of the extension.
- B. If the Homebuyer wants another individual or family to be considered as a Sublessee, then that individual or family must submit the required documentation to YNHA at least sixty (60) days from the Effective Date of the extended Sublease.
- C. A Sublease may not be extended for more than one (1) additional twelve (12) month period.
- D. The request for an extension will be reviewed and approved by the Executive Director, at least thirty (30) days prior to the expiration date of the original sublease;
- E. A Sublease will only be extended if under the following circumstances:
 - 1. The Employment Opportunity for which the Request to Sublease was approved resulted in an employment contract that extends beyond the original term of the Sublease.
 - 2. The Education Opportunity for which the Request to Sublease was approved cannot be completed within the original term of the Sublease (e.g., more time is needed in the program or course already underway in order to achieve the certification or degree).
 - 3. The Medical Care for which the Request to Sublease was approved must be continued past the original term of the Sublease, as documented by a doctor's written recommendation that includes the length of time the Homebuyer is expected to be away.
 - 4. The Military Duties for which the Request to Sublease was approved cannot be completed within the original term of the Sublease, as documented by a copy of the military orders.

Chapter 6 TERMINATION OF SUBLEASE

600.1 Termination by the Sublessee. The Sublease will provide that the Sublessee may terminate the Sublease Agreement by giving the Homebuyer and YNHA a written notice of termination not less than sixty (60) days prior to the date the Sublessee will vacate the

Mutual Help Unit. The Sublessee will surrender the premises in as good a condition as upon the move in date. The Homebuyer is ultimately responsible for the Mutual Help Unit, and will either resume possession and occupancy of the Mutual Help Unit, or ask to substitute a new Sublessee. The Homebuyer will be responsible to ensure that the Mutual Help Unit is not left vacant.

600.2 Termination by the Homebuyer. The Sublease will provide that the Homebuyer may terminate the Sublease Agreement by giving the Homebuyer and YNHA a written notice of termination not less than sixty (60) days prior to the date of termination. The Homebuyer is ultimately responsible for the Mutual Help Unit, and will either resume possession and occupancy of the Mutual Help Unit, or ask to substitute a new Sublessee. The Homebuyer will be responsible to ensure that the Mutual Help Unit is not left vacant.

600.3 Termination by YNHA. The Sublease will provide that YNHA may terminate the Sublease by giving the following notices:

1. For any reason, upon thirty (30) days written notice to both the Homebuyer and the Sublessee.
2. For drug-related or other criminal activity by the Sublessee, upon seventy-two (72) hours written notice to the Sublessee.

In the event that YNHA terminates the Sublease Agreement, the Homebuyer will have thirty (30) days within which to return and occupy the unit. If the Mutual Help Unit is left vacant following a 72-hour termination, YNHA will make reasonable efforts to review and approve a new substitute Sublessee identified by the Homebuyer, or if no prospective Sublessee is identified, to fill the unit from its Waiting List for the Low-Income Rental Program. YNHA may board up the Mutual Help Unit for up to thirty (30) days during this process; however, YNHA will not be responsible for the safety of the unit or its contents, or for any damages or necessary repairs, unpaid charges, etc. The Homebuyer is ultimately responsible for the Mutual Help Unit, and if a new Sublessee is not in the unit within thirty (30) days of the date YNHA terminates the Sublease, the Homebuyer will either assume possession and occupancy of the Mutual Help Unit, or exercise one of the options in Chapter 7.

Chapter 7 DENIED SUBLEASE REQUESTS

700.1 Options. A Homebuyer who submits a timely Request to Sublease a Mutual Help Unit or a timely request to extend an existing Sublease, and has the request denied, or a Homebuyer who has the Sublease terminated by YNHA and the unit is not occupied by a substitute Sublessee within thirty (30) days, has the following possible options:

- A. Appeal the decision under the YNHA Grievance Policy and Procedures.

- B. Voluntarily terminate the MHOA under the terms of the MHOA.
- C. Make the Mutual Help Unit the Homeowner's principal residence again.
- D. Exercise the option to purchase Mutual Help Unit under the terms of the MHOA.

Chapter 8 DUE PROCESS

800.1 Dispute Resolution. Both the Homebuyer and the Sublessee may exercise due process rights under the YNHA Grievance Policy and Procedures, which applies to any dispute brought by a person who applies for or participates in a YNHA program or service, or who is a vendor or contractor doing business with YNHA, with respect to an alleged violation by YNHA of a policy, contract, regulation, or law, that has resulted in loss or harm to the person with the dispute.

Chapter 9 TEMPORARY RENTAL BY YNHA

900.1 Temporary Rental in Lieu of Termination. In the event that a Homebuyer fails, or is unable to, meet the responsibilities of being a Homebuyer under his or her MHOA or other Homeownership Agreement, then in lieu of termination and consistent with the terms of the Agreement, YNHA may temporarily convert the unit to a rental unit for up to twelve (12) months, until the Homebuyer is able to resume the rights and responsibilities of being a Homebuyer.

900.2 Selection for Temporary Rental. YNHA shall select a tenant to rent the Home, and will first consider an immediate family member who meets all of the eligibility requirements for the Low-Income Rental Program. In the event there are no eligible immediate family members, YNHA shall select an eligible Tribal member. During the period that the Home is converted to a rental, YNHA will operate and manage the unit under its Low-Income Rental Program, and will enter into a Rental Agreement on a month-to-month basis with the new occupant, until YNHA determines that the Homebuyer is able to resume the rights and responsibilities of being a Homebuyer.