

SALISH AND KOOTENAI HOUSING AUTHORITY

LOW RENT DWELLING LEASE

SKHA NUMBER _____
NUMBER OF BEDROOMS _____
NUMBER OF FAMILY MEMBERS _____
TENANT ADDRESS _____
UNIT LOCATION _____

1. DESCRIPTION OF THE PARTIES AND PREMISES:

The Salish and Kootenai Housing Authority, hereinafter referred to as the "Authority," does hereby lease, from month to month, unto _____ singly or together referred to as the "Tenant," the leased premises described below, located and under the terms and conditions stated in this lease:

PHYSICAL ADDRESS _____

OCCUPANCY DATE _____

2. POINT SYSTEM FOR LEASE VIOLATIONS:

The Authority shall compute violations of this lease by a point system. If the tenant accumulates thirty (30) points within twelve (12) months, the Authority may terminate this lease. **Tenant will be given ten days to contact the Authority to discuss or dispute assessment of any point violations.**

The Authority may assess points to Tenant as follows based on documented reports:

- | | | |
|----|--|-----------|
| A. | Major destruction to the unit or surrounding property: | 15 points |
| B. | Report of a loud or uncontrolled party: | 15 points |
| C. | Harassment to other tenants or community: | 15 points |
| D. | Disturbance to other tenants or community: | 10 points |
| E. | Failure to maintain unit in a sanitary condition: | 10 points |
| F. | Inoperable Vehicle violation: | 5 points |
| G. | Un-mowed lawns or unkempt yard: | 5 points |
| H. | Animal control violation (first violation): | 5 points |

- | | | |
|----|--|-----------|
| | (each subsequent violation): | 10 points |
| I. | Each 14 day notice to pay rent or vacate: | 5 points |
| J. | Each 30-day period of delinquency for any charges other than rent. | 5 points |

The Authority shall mail or hand deliver notice of points assessed, reason(s) for assessment, and Tenant's cumulative point total to date.

3. AMOUNT AND DUE DATE OF RENTAL PAYMENTS:

The Authority shall establish the monthly rent amount in accordance with Section 6. Rent is due on the first day of each month, beginning with the first day of _____ 20___. This rent amount remains in effect unless adjusted in accordance with Section 6. If the lease commences during a month, Tenant shall pay a prorated share of the monthly rent, before occupying the leased premises. The Authority considers rent not received on or before the tenth day of each month delinquent. The Authority may assess Tenant five (5) points for each (14) day notice to pay in full or vacate.

4. SECURITY DEPOSIT:

Tenant shall pay two hundred dollars (\$200.00) security deposit to the Authority. Tenant must pay the deposit in full before initial occupancy. The Authority shall apply the security deposit, at the termination of this lease, toward reimbursement of the cost of repairs for any intentional or negligent damage(s) upon the leased premises caused by Tenant, his/her family or guest(s). In addition, the Authority shall deduct any rent or other charges owed by Tenant from the security deposit. The Authority shall refund the remaining balance to Tenant or third party vendor.

5. UTILITIES:

Tenant shall pay for all electrical services. If electrical service is disconnected or put back into the Housing Authority's name a seven (7) day eviction will be issued. If the Authority pays these charges, it shall back charge the costs to the Tenant.

The Authority provides the following services: water, sewer and garbage.

6. CERTIFICATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

Tenant shall furnish the Authority with accurate information as to family income and composition to enable it to determine Tenant's monthly rent amount, before initial occupancy.

Recertification - The Authority will, in accordance with 24 CFR, 1000.128, require the tenant to recertify and furnish accurate information to the Authority regarding family

income and composition to determine appropriate rent amount, dwelling size for Tenant's needs, and Tenant's continued eligibility for low rent housing. The Authority shall make such verification and determination in accordance with (NAHASDA) of 1996, Section 4. Definitions, (1) Adjusted Income.

Income verification must be current (within the last 30 days) of recertification date with the exception of Social Security verification that can be current year initial award letter.

Non Elderly tenants will be scheduled every two years unless there is a reduction in family income that could result in a reduction in rental payment.

Elderly means: Head of Household must be 62 years of age or older.

Elderly tenants will be scheduled every three years unless there is a reduction in family income that could result in a reduction in rental payment lower than the maximum set rental payment.

Households reporting zero income will be scheduled every 90 days utilizing the 90-Day Certification of Zero Income Form to verify the zero income and to report on how basic necessities are being met and must meet with the Housing Authority's ROSS Coordinator and follow the ROSS Coordinator's recommendations. If the recommendations are not followed this can be grounds for eviction. The Tenant must set up the initial meeting within 30 days of reporting zero income.

Households that list children that are under the age of 18 and report zero income must provide a copy of both the mother's and father's Income Tax Return or a copy of the individual claiming the children for tax purposes.

The IRS Publication 501, Exemptions, Standard Deduction, and Filing Information page 12, section: Tests to be a Qualifying Relative (4) states "You must provide more than half of the person's total support for the year to claim a person as a dependent."

If a Tenant allows themselves or their minor children to be claimed by another person as an exemption for tax purposes the Tenant must provide a copy of that person's tax return showing they claimed them or their minor children as exemptions on their income tax return. Half of the income of the person who claimed the Tenant or the Tenant's minor children will be used to calculate the Tenants rent.

If there is a reduction or increase in income this change must be reported to the Authority within ten (10) days of its occurrence. If the change is not reported within the ten (10) days the Authority may retroactively apply the adjustment(s) back to the date of its occurrence and this can constitute fraud.

The household's Annual Certification date will continue to be the date established at the time of move-in.

The Authority shall make such verification and determination in accordance with the Native American Housing Assistance and Self-Determination Act (NAHASDA) of 1996, Section 4. (1) Definitions, Adjusted Income.

- A. Total Tenant Payment. The fixed or adjusted rent, (pursuant to the above set forth provisions) remains effective for periods between certifications. Changes may occur as follows:

If Tenant shows a change in his/her circumstances that justifies a reduction in rent.

If the tenant has not complied with the certification requirement, the Lease Compliance Specialist will issue a lease termination notice of this lease.

If Tenant misrepresents, negligently or intentionally, any fact used by the Authority to determine his/her rent. The Authority shall retroactively apply any rent increase due to Tenant's misrepresentation and/or process legal action for fraud.

- B. If the Authority determines that the leased premises is no longer appropriate for Tenant's needs, the Authority may amend this Lease by notice to the Tenant (in accordance with Section 10) that he/she is required to move to another unit, within the area in which he/she lives, as soon as an appropriate unit is available. The Occupancy Standard section of the Authority's Transfer Policy will be used to determine if the leased premises is the appropriate size for the family size. If Tenant refuses to move to the next available unit a termination of this lease will be issued.
- C. If the Tenant is over the 80% of median income they will be charged the fair market rent for Lake County or 30% of their adjusted household income, which ever is lower. If head of household is over the age of 60 they will be exempt from this requirement. The Authority shall notify Tenant of the rent adjustment (in accordance with Section 11). The adjustment becomes effective the first day of the second following month.

The median income and fair market rent amounts are set by HUD and change each year. The Authority will implement the changes each year accordingly.

- D. If rent adjustment is necessary, the Authority shall mail or hand deliver a "Notice of Rent Adjustment" to Tenant (in accordance with Section 10). If rent decreases, the adjustment becomes effective the first calendar day of the month that the certification is complete. If rent increases, the adjustment becomes effective the first day of the second following month, unless the rent adjustment results are from Tenant's misrepresentation under Section 6, A.

E. If tenant fails to certify within 30 days of the certification deadline the Authority may proceed with termination of this lease.

7. OCCUPANCY OF THE DWELLING UNIT:

The before mentioned unit in section 1 will be the Tenant's only residence. The Tenant shall not sublet the leased premises, or transfer possession of the leasehold premises. The Authority shall not allow the re-assignment of the leasehold premises to a new head of household or to any other member unless that member has been listed on the household composition of the unit in question for 365 consecutive days prior to the date of request and they must meet all other requirements of the Head of Household Change Policy. The Tenant is responsible for all acts of his/her residents or guests of the unit, including children. Tenant, members of his/her household or guests shall comply with all laws, rules, and regulations that affect the use or occupancy of the leased premises.

The Tenant shall not provide accommodations to any temporary lodger or guest or other person not listed upon this lease for more than thirty (30) days without the Authority's consent. Tenant shall not use or permit the use of the leased premises for any purpose other than as a private dwelling unit solely for Tenant and his/her family. Tenant shall utilize all parts of the leased premises in a reasonable manner considering the purposes for which they were designed and intended.

The Tenant shall not allow a person that is not listed on his/her household composition to use his/her address to be reported to a person's probation/parole officer as their place of residence.

The tenant shall refrain from the use of illegal drugs in or around the unit. If the unit tests positive for methamphetamine, the tenant may be responsible to pay for the cost of testing and the remediation of the unit and any other units that may have been affected.

The parks and common areas are for the use of Tenants of the Authority and their guests only and will be used for the purposes for which they were designed and intended.

Tenant and his/her guests shall park vehicles in designated parking areas. Tenants shall remove any vehicle that remains inoperable for over thirty (30) days. If Tenant fails to remove any vehicle upon Authority's request, the Authority shall dispose of the vehicle at Tenant's expense. Tenant is responsible for all vehicle discharge, leaks and will be responsible for the clean up. If the Authority deems it necessary that a clean up of any vehicle discharge must be done, and the Tenant fails to do the necessary clean up the Authority will complete the clean up and back charge the cost of clean up to the Tenant.

Camper trailers are allowed to be stored in designated parking areas. The camper trailer cannot be hooked up to a power source for an extended length of time nor be inhabited while stored on property that is under the Authority's control.

Motor cycles or ATV's are allowed if they are street legal and properly licensed and used on paved roads only. All other off road motor vehicles such as, but not limited to, ATV, dirt bikes, snow mobiles can be properly stored but not operated at any time. Boats, camper trailer, canopies, and flatbed trailers are allowed if properly stored.

Tenant will refrain from the storage of inoperable and/or discarded refrigerators, ranges, stoves, building material, furniture or similar items on the exterior premises.

Tenant or members of his/her household composition, guest(s) or any other person may not verbally and/or physically make threats to other tenants, guests, Authority Staff or its representatives.

8. MAINTENANCE, DAMAGE AND REPAIR:

Tenant shall utilize reasonable care keeping his/her leased premises in such a condition as to prevent health or sanitation problems from arising. Tenant shall notify the Authority of any needed repairs. Damage to the unit caused by tenant's neglect to report health, safety or sanitary problems to Authority Maintenance Department in a timely manner will constitute tenant damage. The Tenant will be responsible to pay for these costs. In addition, Tenant shall notify the Authority regarding any known conditions, within the common areas or on the grounds, which may cause damage or injury.

Except for normal wear and tear, Tenant shall not destroy, deface, damage, impair or remove any part of the leased premises or permit any person to do such. Tenant shall pay reasonable charges for repair caused by intentional or negligent damage to the leased premises. If the tenant reports the damage within 10 days of its occurrence to the Authority, depending on the severity of the damage and how the damage was caused, lease violation points may not be assessed. Tenant is responsible to pay for repairs/replacement due to vandalism regardless of how the damage occurred. The Tenant is encouraged to seek legal remedies for reimbursement for cost of vandalism. If there is any vandalism to the common areas managed by the Authority, the Tenant and all other Authority tenants in the surrounding area may be charged for damages assessed.

The Authority shall send Tenant notice that includes the items damaged, correctional actions taken, and the cost of repairs. Tenant shall pay such costs or make payment arrangements within thirty (30) days of receipt of notice.

The Authority shall accept Tenants rent payments regardless of any outstanding charges owed. The Authority may seek additional legal remedies to collect other charges owed including but not limited to the following; towing, back rent, service

orders, MVP, or dog charges. If tenant fails to pay other charges owed within thirty (30) days of receipt of bill, the Authority may proceed with termination of this lease.

Tenant shall keep the leased premises' sidewalk free from ice, snow, dirt and litter. In addition, Tenant shall keep the lawn watered and mowed, when necessary. If the Authority has to maintain the outside of the leased premises the Tenant will be back charged for the cost incurred.

Generally, Tenant shall maintain his/her leasehold premises in a reasonably clean and sanitary condition.

Tenant shall deposit all garbage, trash, rubbish in a suitable receptacle approved by the Authority and shall keep the receptacle in the area provided. Tenant shall not use plumbing, electrical, or gas burning equipment for any purpose other than for which it is intended. All liquid fuel appliances are prohibited within the leased premises. Burning of any kind is prohibited within homesite areas i.e. bon fires, rubbish, grass etc. Portable fire units are not allowed on property under the Authority's control.

Except for the above, the Authority shall maintain the building, common areas and grounds surrounding the building in a safe and sanitary condition. In addition, the Authority shall repair, alter and improve the leased premises with reasonable promptness at its own cost and expense, except as otherwise provided herein.

The Authority shall repair hazards to life, health or safety within seventy-two (72) hours. The Authority shall offer Tenant temporary alternative housing if repair cannot be made within seventy-two (72) hours.

If such hazards are not repaired within seventy-two (72) hours and temporary alternative housing is not offered to Tenant, his/her rent shall abate during the entire period of the existence of such hazard, while he/she resides within the hazardous premises. However, rent shall not abate if Tenant rejects the temporary alternative housing.

Personal property left outside or in the unit or left on premises under the control of the Authority, at the time the unit is declared vacant, will become the property of the Authority. Prior arrangements must be made with the Authority to retrieve said property.

9. INSPECTIONS:

At the time Tenant moves in, the Authority shall inspect the leased premises and shall provide a written statement of its condition and equipment contained therein. Tenant or his/her representative shall participate in such inspection, sign the inspection form and receive a copy.

All units will be tested for methamphetamine during the move-out inspection. Any presence of Methamphetamine may result in tenant damage charges incurred for any

type of remediation steps done to the unit to get it back to the Housing Authority standard for housing rental units including any other units that may have been affected.

Tenant shall permit any agent, employee, or representative of the Authority to enter the leased premises to inspect or examine its condition or to improve or repair as necessary. The Authority shall enter during reasonable hours, after advance notice in writing to Tenant of the date, approximate time and purpose. If Tenant requests repairs or improvements, the Authority shall obtain Tenant's consent before entry.

However, if there is a potential of health and safety hazards, tenant may not deny any agent, employee, or representative of the Authority immediate entry to the leased premises.

10. NOTICE:

A. The Authority shall serve notice to Tenant as follows:

- 1) Personally delivering notice to him/her in writing; or
- 2) Personally delivering notice to any adult member of his/her family or posting a copy of notice to the Tenant's residence, or
- 3) By mailing notice properly addressed to Tenant.

B. Tenant shall serve notice to the Authority as follows:

- 1) Personally delivering notice to the Authority's main or central office in writing; or
- 2) By mailing notice properly addressed to the Authority.

11. TERMINATION OF THE LEASE:

Tenant may terminate the lease at any time by providing fifteen (15) days notice of termination. Tenant shall leave the leased premises in a clean condition, reasonable wear and tear accepted, and shall return all keys to the Authority when he/she vacates.

If the Authority elects to terminate a Tenant's lease and there are children listed in the household, the Authority will make a referral to Child Protective Services (CPS).

The Authority is not responsible for any articles or personal property left in or around the vacated units.

The Authority shall consider Tenant in possession of the leased premises and shall continue to charge rent until notice of termination is received and keys turned in.

A. The Authority may terminate this lease for:

1. Any serious violation of any term or condition of the lease.

2. Repeated violations of any term or condition of the lease.
3. Violation of the Lease Point System.
4. Other good cause.
5. Abandonment in accordance with Section 12.
6. Criminal Activity (In accordance with the Criminal & Drug-Related Activity Policy).
7. Verbal and/or physical threats to an Authority Staff or its representative.

B. Termination notice must be provided as follows:

1. Not to exceed seven (7) days:
 - a. Tenant denies the Authority entry into the leased premises for potential health and safety hazards.
 - b. Violations of Criminal & Drug-Related Activity Policy.
 - c. Threats to the Authority Staff or its representative.
 - d. Mission Valley Power disconnect
(Power account being put back into the Housing Authority's name is considered a disconnect)
 - e. Abandonment
2. Fourteen (14) days if termination is for non-payment of rent; or
3. Thirty (30) days in all other cases.

C. If the Authority elects to terminate the lease, Tenant may elect to participate in a private conference to discuss reason(s) for the termination. At such private conference, Tenant has the right to explain such reason(s) to the Authority. If the Authority files legal action and the Authority prevails the Tenant agrees to pay for Authority's attorney fees and any other court costs.

D. Acceptance of partial payment of delinquent rent does not constitute a waiver of the Authority's right to pursue termination of the Tenant's lease for non-payment of rent. Furthermore acceptance of Tenant's rent does not waive the Authority's right to pursue termination of the Tenant's lease for other good cause.

E. If the Tenant or a member of the Tenant's household has a payback agreement with the Authority on a previous or current accounts receivable, the Tenant must insure that he/she and/or the Tenant's household member adheres to the payback agreement until paid in full. If the payback agreement is breached, a termination of this lease will be processed.

12. ABANDONMENT:

A. If Tenant fails to notify the Authority of any anticipated absence in excess of seven (7) days, the Authority may:

1. enter the leased premises as reasonably necessary;
2. reasonably determine if Tenant has abandoned the leased premises;

B. Upon determining abandonment, the Authority shall:

1. stop charging Tenant rent;
2. store all abandoned property from the leased premises for 30-days only; and
3. recover actual damages and other incurred costs from Tenant.
4. determine and compute existing damages; and,
5. rent out the leased premises in a reasonable period of time.

13. Non Sufficient Funds:

Must follow the Authority's Fiscal Policy.

14. TRANSFER:

Must follow the Authority's Transfer Policy.

15. PETS:

Must follow the Authority's Pet Policy.

16. INOPERABLE VEHICLE:

Must follow the Authority's Inoperable Vehicle Policy.

17. CRIMINAL AND DRUG-RELATED ACTIVITY POLICY:

Must follow the Authority's Criminal and Drug-Related Activity Policy.

18. INDEMNIFICATION

Definition:

Hold harmless: agrees to assume the liability and risk that may arise from the obligations, and protects and indemnifies the other party against having to bare any loss.

Indemnification: the act of making another "whole" by paying any loss another might suffer.

Tenant agrees to and shall hold and keep harmless and indemnify the Authority from and for any payments, expenses, costs, attorneys' fees, and from and for any debts, claims, and liabilities for losses or damage to the property or injuries to persons from any cause due to any act or omissions by the Tenant or Tenant's guests, licensees, invitees, or for any cause or reason whatsoever arising out of the occupancy by the Tenant.

19. GRIEVANCE PROCEDURE:

Grievance means any formal complaint or dispute, which Tenant has with respect to Authority action, or failure to act, in accordance with the lease, agreement, contract, or in accordance with Authority regulation(s).

Grievances and appeals arising under this lease shall be resolved in accordance with the Grievance Policy set forth by the Board of Commissioners of the Authority. A copy of the Grievance Policy is posted in the lobby of the Authority and is made available to anyone who desires to review such policy.

20. LEASE AMENDMENTS:

If the Authority is required or desires to amend any provision(s) herein, to have this lease conform to changes in any applicable rule(s) or circular(s) of NAHASDA, Tenant must consent to such amendment(s), after proper notification. If Tenant refuses to consent to such amendment, termination of this lease shall result.

This lease, the Federal Privacy Act Statement, Notice of Fraud, Pet Policy, the Maintenance Additional Attachments Policy, Rent/Payment Collection Policy, Household Certification, Inoperable Vehicle Policy, Criminal & Drug-Related Activity Policy, Insurance Coverage, Fiscal Policy or any additional Policies, and any amendment of rent or leasehold premises, evidences the entire agreement between the Authority and Tenant. All amendments shall be in writing, signed and dated by both parties. If a discrepancy exists, lease amendment and Authority policy terms shall supercede the terms of this lease.

AGREED AND SIGNED, this _____ day of _____, 20__.

Tenant

Housing Authority Representative

Revised and approved by the BOC at a Regular Meeting held February 2, 2016