

# **SALISH AND KOOTENAI HOUSING AUTHORITY**

## **OCCUPANCY POLICY FOR LOW RENT**

**SALISH AND KOOTENAI HOUSING POLICIES.** The Salish and Kootenai Housing Authority, hereinafter referred to as the “Authority”, has adopted a series of administrative and management Policies. These Policies are formally adopted by the Authority and until revised or changed by formal action of the Board, the staff are required to follow them. Some of the provisions of these Policies, but not all, reflect requirements of federal or tribal law. The Authority may have also elected by formal resolution to establish alternative policies for programs that are operated without Native American Housing and Self-Determination Act (NAHASDA) Assistance.

Approved by the Salish and Kootenai Housing Authority Board of Commissioners at a regular meeting held October 4, 2011.

### **SECTION I – LEASING OF RENTAL UNITS**

#### **EXECUTION OF LEASE**

Upon selection for a Low Rent unit, a Low Rent Dwelling Lease will be entered into by the Housing Authority and every tenant family before the family may be admitted to a Low Rent housing unit. An appointment will be scheduled for the family for orientation and execution of the lease. The term of the lease will be on a month to month basis beginning on the day it is executed by all parties. One copy of the executed lease will be given to the tenant and one copy will be kept in the tenant’s Occupancy Department file. The lease is incorporated into this policy by reference.

The lease shall be executed by the head of household and by an authorized representative of the Housing Authority prior to admission. The lease must be current at all times and must be compatible with Housing Authority policies and Tribal and Federal laws and regulations. Amendments may be added from time to time when laws or regulations change. Tenants will be given 30 days’ notice of any change to the lease.

If the lease provisions change the existing lease may be cancelled and a new lease executed or an appropriate rider may be added to the existing lease. The new lease or rider must be executed by the head of household and the by an authorized representative of the Housing Authority and dated.

Upon execution of the lease the tenant agrees that the housing unit 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 established requirements. 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 and any other provisions outlined in the executed lease.

## **SECURITY DEPOSIT**

Tenant shall pay two hundred dollars (\$200.00) security deposit in full to the Housing Authority prior to initial occupancy. The Housing 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) or any rent or other charges owed by Tenant. The vacating tenant will have 10 days from the date of notification of such charges to dispute any or all charges applied. The Housing Authority shall refund the remaining balance of the security deposit to Tenant or third party vendor within 30 days.

## **UTILITIES**

Tenant shall pay for all electrical services. All utility deposits must be paid prior to move-in and a copy of the contract in the head of hold's name must be submitted to the Housing Authority at the time of lease orientation and execution. The Housing Authority will provide the following utilities: water, sewer and garbage.

## **RENT PAYMENTS**

Initial Certification - The initial monthly rent payment and each recertification will be calculated utilizing the information provided and verified and will not exceed 30% of the Adjusted Monthly Income in accordance with the Native American Housing Assistance and Self-Determination Act (NAHASDA) of 1996, SEC. 4. DEFINITIONS for (1) Adjusted Income, and SEC. 203 (a) RENTS, (2) MAXIMUM RENT. 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. Initial rent payment will be pro-rated to the move-in date for the month of initial occupancy and must be paid prior to initial occupancy. All rents are due on the first of each month and are late after the tenth of each month.

All checks returned for non-sufficient funds will be handled in accordance with the Housing Authority's Fiscal Management Policy which states:

Bank returned (NSF) checks made payable to the Housing Authority will be returned to the customer with official written notice stating the appropriate collection methods or other legal action that will be initiated if the check is not covered within five (5) business days. The Housing Authority will not re-deposit a returned (NSF) check or accept another check to cover the initial returned check. The customer accounts receivable will be charged back for the NSF check. The

Housing Authority will only accept cash, money order, or cashier's check from those who have not satisfied the returned check within the five (5) business days. The Housing Authority will maintain lists of customers who have had checks returned by the bank. No checks will be accepted from these customers for a period of one year from the date of the returned check. Uncollected bank returned checks will be treated as delinquent accounts receivable and the accounts will be sent to the collection in accordance with the Housing Authority Collection Policy. Other legal action will be taken as appropriate.

Upon selection for a unit and during the orientation process all households are required to complete the certification of their household composition and income, including assets and sign the following forms:

- Final Qualification Application
- Income Verifications Form from all sources
- Public Assistance Form
- Assets Form for all applicable assets
- Percapita and Gaming Form
- Student Financial Aid Certification Form
- Fraud Notice Form
- Drug and Criminal Activity Policy Form
- Travel Expense Verification Form
- Child Support Form
- Child/Dependent Care Verification Form

## **SECTION II – RECERTIFICATION**

Recertification - The Housing Authority may periodically, as required by 24 CFR, 1000.128, require the tenant to recertify and furnish accurate information to the Housing 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 Housing Authority shall make such verification and determination in accordance with (NAHASDA) of 1996, Section 4. Definitions, (1) Adjusted Income.

The recertification process for Low Rent 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. The recertification process for 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.

The recertification process for 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. The household Annual Certification will continue to be the date established at the time of move-in.

Participants 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.

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, whichever is lower.

The head of household will be notified by first class mail of their obligation to recertify at least 120 days in advance of the established recertification date, except for households reporting zero income. The letter will include instruction for the family to bring in documentation of all income sources for all family members, any asset information and any documentation to substantiate any deductions or allowances. All information which affects the family's continued eligibility to continue in the program will be verified. If the tenant fails to comply with the request to recertify, the Housing Authority will take action in accordance with the lease. If the tenant misrepresents, negligently or intentionally, any facts used by the Housing Authority to determine his/her rent payment the Housing Authority shall retroactively apply any rent increase due to the tenant's misrepresentation and/or process legal action for fraud.

Head of household will be notified in writing of any rent adjustment and the notice will state the effective date of the adjustment. Increases or decreases in required rental payments will become effective in accordance with the lease. If the family causes a delay so that the processing of the recertification is not complete by the established date, the rent change will be effective on the first day of the month of the established recertification date.

If the tenant does not complete the recertification process within the established timeframe, the Housing Authority may proceed with a termination of the lease.

If the tenant is on a Low Rent Probationary Dwelling Lease the lease may be terminated immediately. If the lease is terminated, one of the following will apply in regards to the Tenants' right to file a Grievance:

- A. If the Authority Board of Commissioners placed the tenant on the Probationary Dwelling Lease, all grievance rights were exhausted when being placed on this lease.
- B. If the tenant was placed on the Probationary Dwelling Lease by the Executive Director the Grievance Policy will apply.

If, at the time of recertification, the Housing Authority determines that the leased premises is no longer appropriate for the tenant's needs, the Housing Authority may amend the Lease by notice to the tenant that they are required to move to another unit, within the area in which they live as

soon as an appropriate unit is available. The Occupancy Standard section of the Transfer Policy will be used to determine if the leased premises is the appropriate size for the family size. If the tenant refuses to move to the next available unit a termination of this lease may be issued.

## **SECTION III – ADDITIONAL APPLICABLE POLICIES**

### **HEAD OF HOUSEHOLD CHANGE POLICY**

A request for a Head of Household Change must be approved by the Executive Director.

Change in family composition

If there are no children in the household the unit will remain with the tribal member.

In the case of two tribal members, that have no children included in the household the unit will stay with the tribal member identified as the head of household or a mutual agreement between the two tribal members will prevail.

In case of two tribal members, and children are included in the household, the unit will remain with the parent who has custody and/or control of the children.

In the case of two tribal members, and the children are split between the parents, the tribal member parent who is listed as head of household will retain the unit or a mutual agreement between the two tribal members will prevail.

In the event the head of household (tribal member) passes away or leaves the unit for any reason and the remaining adult(s) in the household are non-tribal member but there are tribal member children, the head of household will transfer to the non-tribal member until the last child reaches the age of 18.

In the event the head of household (tribal member) passes away (event) or leaves the unit for any reason and the remaining adult(s) and children in the household are non-tribal member(s) and are not 62 years of age, the household will be required to vacate the unit.

In the event the head of household (tribal member) passes away (event) and the remaining spouse or significant other or person related to the head of household by operation of law (member or non-member) will be allowed to become the head of household if he/she is 62 years of age or older. He/she will be required to pay his/her own security deposit the day he/she signs the lease with the Housing Authority. If the person that the unit or lease lot is transferred to is a non-member that person must provide a written statement of who they want their security deposit refunded to (if applicable).

#### **Proposed Head of Household must:**

a. Be listed on the household composition of the unit in questions for 365 consecutive days prior to the date of requested change.

- b. Be 18 years of age or older or legally emancipated by a court of law at the time of request.
- c. Bring in a copy of signed contract(s) from all utility providers showing account(s) are in his/her name (if applicable).
- d. Complete a household composition form. An initial certification will be done effective the date all required information is submitted and forms signed.
- e. Enter into a new lease in his/her name.
- f. Sign the Acceptance of Head of Household Change form, accepting unit as is.
- g. Assume responsibility to pay all delinquent rent or lot fees and utility bills (if applicable) that are associated with the unit or lease lot, that are outstanding from current head of household.
- h. Pay his/her own security deposit if the former head of household is not willing to sign his/her security deposit over to the purposed head of household.
- i. Sign the Salish and Kootenai Housing Authority domestic violence lease rider if change is due to domestic abuse.

Current Head of Household must agree to (if applicable):

Be responsible for the unit until all of the proposed head of household changes have been completed.

Sign a relinquishment of unit form the day the new head of household change is effective.

All necessary paperwork must be completed within one (1) week of notification (either by mail or verbally) of the reassignment to the new head of household. If the necessary paperwork is not completed within one (1) week of notification the transfer of head of household transaction will become null and void and all members of the remaining household will be required to vacate the unit within 30 days.

If the head of household change is the result of an event the time frame will be decided on a case by case basis not to exceed 60 days.

**PET POLICY**

The Authority permits pets on property under its control as follows:

- 1. Single family dwelling units (houses/mobile homes): No more than two (2) house pets per premises. Dog(s) shall be leashed or fenced in at all times.
- 2. Multiple family dwelling units, (duplex, triplex, and four-plex): No pets are allowed except for elderly families in accordance with Federal regulations and fish (small tanks) and birds.
- 3. This excludes the following breeds:

Any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying the majority of physical traits of these breeds.

Any Rottweiler or any dog displaying the majority of physical traits of this breed.

It is a violation of the lease and/or agreement to own, possess, keep, exercise control over, maintain, harbor, transport, trade or sell any of the before mentioned breeds on or near property controlled by the Authority.

**The before mentioned breeds will not be allowed on or near SKHA controlled property under any circumstances.**

If the Housing Authority receives a verified report that a tenant or leasee owns, possess, keeps, exercises control over, maintains, harbors, transports, trades or sells any of the before mentioned breeds on or near property controlled by the Housing Authority the Housing Authority will immediate issue a 30-day eviction notice to the tenant or leasee.

4. No Tenant/Lessee will be allowed to own, possess, keep, exercise control over, maintain, harbor livestock, exotic animals, reptiles, Piranha, Arachnids or Rodents.

The Authority may assess point as follows (program applicable)

Animals control violations (first violation)	5 points
Each subsequent violation	10 points

**DEFINITIONS**

1. "ANIMAL" shall be intended to mean any animal both male and female.
2. "OWNER" shall be intended to mean any person, firm, association, or corporation owning, keeping, maintaining, or harboring any animal.
3. "ANIMAL AT LARGE" shall mean not under the control of the owner or member of his/her family or his/her agent by leash, cord, chain, or otherwise restrained.
4. "VICIOUS ANIMAL" means any animal, which is capable of inflicting death or serious injury on any person or other animal and which:
  - A. Has without provocation, attacked or bitten a person engaged in a lawful activity.

- B. Has while off the property of its owner and without provocation, killed or seriously injured another animal.
  - C. Has, anywhere, without provocation, chased, confronted, or approached a person on a street, sidewalk, or other public property in a menacing fashion, such as would put an average person in fear of attack; or
  - D. Has, anywhere exhibited a propensity, tendency, or disposition to attack, cause injury, or threaten the safety of persons or other animals without provocation; or
  - E. Has, anywhere acted in a manner that caused or should cause its owner to know that it is potentially vicious.
5. “SERVICE ANIMAL” any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Other species of animals, whether wild or domestic, trained or untrained, or exotic are not service animals for the purposes of this new definition.
6. “COMPANION OR COMFORT ANIMAL” A companion animal and/or comfort animal is a service animal.

### **Service Animal**

Other species of animals, whether wild or domestic, trained or untrained, are not service animals. The work or tasks performed by a service animal must be directly related to the handler’s disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. **The crime deterrent effects of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.**

### **Companion and/or Comfort Animal(s)**



If there is substantiation of the disability and the need for the reasonable accommodation that is represented to be the presence of that animal in order for the person with the disability to enjoy equal opportunity, the companion/comfort animal is considered a service animal.

The Housing Authority cannot deny the right of a tenant whose visitor(s) may have disabilities from bringing his/her service animal when visiting the tenant on-site.

1. Must provide Verification for Waiver of the ~~SKHA~~ Housing Authority's PET POLICY form.

### **Vicious Animal**

1. Whenever an affidavit is signed and submitted to a police officer or the animal control officer, that an animal has bitten a person or animal on the property under, the control of the Authority without provocation, the officer shall have the authority to take immediate possession of the animal and to enter upon the premises of its owner, if necessary, in order to secure possession, and thereupon to deliver the animal to a designated veterinary clinic for clinical observations of rabies.
2. The period of clinical observation shall be for a period no less than 10 days.
3. At the conclusion of the clinical observation period, the animal shall be destroyed unless the owner declares his/her desire to reclaim possession of the animal. The owner must pay all fees for the clinical observation to the veterinary clinic and the Authority pick up fees. The animal involved in the bite incident cannot return to property under the control of the Authority.

If a Tenant living in a multiple family unit violates the Authority's Pet Policy, a letter will be sent to the tenant informing them the animal(s) need to **be removed immediately and permanently**. If the animal(s) are reported again by the Animal Control Officer, Authority personnel or a verified written report by a neighbor, then a thirty-day notice of termination may be issued.

If a report is received from the Animal Control Officer, Authority personnel or a verified written report by a neighbor that a Tenant/Lessee or his/her guests has an animal on property which is under the control of the Authority, which meets the definition of "Vicious Animal" then the section on "Vicious Animal" will be followed.

### **Disturbing the Peace Prohibited**

No Tenant/Lessee shall be allowed to own, keep, harbor or maintain any animal(s), male/female, which by loud and frequent noise, such as barking, howling, yelping, or other noise which in any

other way or manner should cause annoyance or disturbance to any person or persons within the community.

### **Impoundment**

If an animal is not claimed within 72 hours after the animal is impounded, and transported to the veterinarian clinic then the animal will be euthanized. If owner is known, the owner shall be responsible to pay for all fees, testing, observing, keeping, destroying, any fines, and other related expenses. If the Authority has to pay these fees on behalf of the owner the cost will be back charged to the owner.

When an animal is impounded by the Authority, the following will apply before the animal is released to the owner:

1. The owner must provide proof the animal has current rabies vaccination.
2. If the owner cannot provide proof of the animal's vaccination the animal will be transported to a veterinary clinic by the Authority. The animal will receive a rabies vaccination. The owner will be responsible to pay the veterinary clinic for their animal receiving the rabies vaccination. If the owner does not pay for the vaccination the Authority will pay the bill and back charge the amount to the owner.

### **Leash Requirement**

No animal shall be permitted to run at large within the property that is under the control of the Authority. House pet(s) need to be on a leash at all times when let out of the living unit and droppings cleaned up.

Approved by the Salish & Kootenai Housing  
Authority Board of Commissioners on 10-28-10

Updated and approved by the Salish and Kootenai Housing Authority  
Board of Commissioners on 3-01-11.

### **INOPERABLE VEHICLE**

An inoperable vehicle is a vehicle that meets one or more of the below descriptions.

1. Discarded, wrecked, ruined, dismantled
2. Not legally licensed
3. Inoperable or incapable of being driven

When a vehicle is suspect to meeting the definition of the inoperable vehicle policy, the vehicle shall be tagged allowing the thirty (30) days as stated in the lease to either prove the vehicle does not meet the definition, remove the vehicle, or repair or license the vehicle so it no longer meets the definition. The Authority personnel will try to contact tenant to question if vehicle meets policy and to allow tenant to explain the condition of the vehicle.

The Authority Personnel issuing the tag will keep a log of the name and unit/lot number of Tenant/Lessee, date the tag was issued, vehicle information concerning the violation and verification of information.

If after the thirty (30) day period, it has been verified that the Tenant/Lessee has not complied with the aforementioned corrective measures, the Authority will tow the vehicle at the Tenant's /Lessee's expense and may assess lease violation points (program applicable) as stated in the lease.

The Authority may assess lease violation points to Tenants/Lessee as follows:

Inoperable vehicle violation                      5 points.

If the inoperable vehicle meets the definition of the inoperable vehicle policy and is not on property controlled by the Authority but is in the housing community, the Authority will contact Local and/or State Law Enforcement and request that the vehicle be towed.

Inoperable Vehicle Policy - Approved by the Board of Commissioners of the Salish and Kootenai Housing Authority at a regular meeting held on June 17, 2008.

### **Transfer Policy**

This policy applies to all current tenants requesting transfer to another unit under the management of the Housing Authority as long as that unit is within the same program. Transfers cannot occur between programs (i.e., current LIHTC tenant requesting transfer to low rent program).

#### **Allowed Transfers:**

1. Size of Household Composition increases or decreases.
2. Medical, as determined by their Physician, Tribal Health Nurse or Physical Therapist.
  - a. Verified as to medical needs and limitations
  - b. Verification that the tenant can no longer reside in current unit due to medical needs and limitations.
  - c. Will be considered only for on-going conditions.
3. Emergency medical situations will go to the Housing Authority's Board of Commissioners.

4. Any other reason will be reviewed by the Review Committee. If necessary Review Committee will make recommendation to the Housing Authority's Board of Commissioners for any special circumstances.

### **Transfer Requirements:**

Before a transfer can occur the following will be taken into consideration

1. The head of household and members of the household composition must be in good standing with the Housing Authority. **Good Standing** for these purposes is defined as:
  - a. Account is current. It is preferred that any account with the Housing Authority be paid in full. However at the time of application ONLY if the tenant still has an accounts receivable the account must:
    - i. Have no less than ninety (90) consecutive days of payments on a payback agreement. \*NOTE\* Per Capita payments are excluded from this requirement. If the tenant is only making per capita payments toward their accounts receivable, their application WILL NOT be considered until such time as they make an additional ninety (90) consecutive days payments.
    - ii. Must keep the payback agreement current while tenant is waiting for unit to become available.
  - b. At the time the tenant is approved for a service the previous accounts receivable MUST be paid in full.
  - c. The tenant is in compliance with their current lease.
  - d. Tenant has ability to place all required utilities in the name of the Head of Household.
2. The transfer request and any information submitted along with the request and any other pertinent tenant data on file will be reviewed to determine if the applicant is in compliance with their lease and/or other information submitted justifies the need for a transfer. The review will include but not limited to:
  - a. Review of Payment History, lease compliance to include any lease violations and review of any service orders for the term of occupancy in current unit.
  - b. Upon completion of a walk through inspection of the unit or lease lot by a Housing Authority Inspector a value will be determined as the tenant's potential move-out expense. The applicant will be provided this amount in writing and must either pay expense in full or enter into a payment agreement.
  - c. Review of any other information that may have bearing on the decision.

### **Occupancy Standards**

To avoid overcrowding or under housed Housing Authority units, tenants are required to inform the Housing Authority whenever there is an increase or decrease in household members through the certification process. The Certification Specialist will recommend all tenants whose household membership has changed to below the minimum or has exceeded the maximum occupancy guidelines to complete a request for transfer.

In determining the number of bedrooms needed, the Housing Authority will give consideration to the sex and age of family members, and to the documentation from a

medical professional that health problems exist that require separate quarters. A child of less than two (2) years of age may occupy the same bedroom as the parent.

The occupancy guideline is as follows:

<b>Number of Bedrooms</b>	<b>Number of Occupants</b>	
	<b>Minimum #</b>	<b>Maximum #</b>
0	1	1
1	1	2
2	1	4
3	3	6
4	6	8
5	8	10

**Transfer Requirements upon Approval**

1. If a transfer application is approved the Tenant’s/Lessees’ name will be added to the waiting list(s) as of the date their application is complete.
2. When Tenant’s/Lessees’ name reaches top of waiting list Tenant’s/Lessees’ must still be in good standing with the Housing Authority.
3. Tenant/Lessee will be required to submit updated household information to include composition, income/assets and continued need for transfer.
4. For the LIHTC program when the Tenant’s/Lessees’ name reaches the top of the waiting list approval will be obtained from the appropriate syndicator to allow the transfer to occur.
5. For Programs that require that prorated rent be paid, tenant(s) are required to pay the prorated rent prior to receiving keys to the new unit or access to the new lease lot.
6. A new security deposit will be required to be paid on the new service.
7. Tenants/lessees transferring are required to pay the transfer fees for all utilities and provide the Housing Authority a copy of the new utility contract. If the Housing Authority requires a transfer then the Housing Authority will pay for all utility fees, except when the transfer is due to tenant/lessee’s neglect.
8. All current lease violation points that the Tenant’s/Lessees accumulated in the previous service will transfer to the lease of the current service if that program has the points system.
9. If the Tenant/Lessee does not pay the charges owed or make payment arrangements to the Housing Authority from the previous unit, the Housing Authority will terminate the current lease or service as determined by the Occupancy department.

10. When a transfer is granted and all conditions for the transfer have been met the Tenant/Lessee has two (2) weeks from the signing of the new lease to clean and vacate the previous unit or lease lot. On the fifteenth (15<sup>th</sup>) day (or the next working day) from the date of the Tenant/Lessee signs a new lease the Housing Authority will turn previous unit/lot over as vacant and any personal items left in/on the previous unit/lot will be disposed of at the Tenant's/Lessee's expense.
11. When the transfer is for medical reasons the transfer will occur as soon as a unit is available that meets the household's needs.

### **CRIMINAL & DRUG –RELATED ACTIVITY POLICY**

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

### **SALISH AND KOOTENAI HOUSING AUTHORITY GRIEVANCE POLICY**

Must follow the Housing Authority's Grievance Policy

### **INDEMNIFICATION**

Tenant agrees to and shall hold and keep harmless and indemnify the Housing 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.

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.

Low Rent Occupancy Policy was approved by the Salish and Kootenai Housing Authority Board of Commissioners at a regular meeting held October 4, 2011.