

SALISH AND KOOTENAI HOUSING AUTHORITY

ADMISSION AND OCCUPANCY POLICY FOR THE MAGGIE ASHLEY TRAILER PARK (MATP)

SECTION 1. ADMISSION REQUIREMENTS

1. Mobile Home title must be in the Lessee's name.
2. Applicant must pass Housing Authority's Criminal and Drug Related Activity Policy.
3. Mobile Home must be 1980 or newer.
4. Mobile Home must pass the Housing Authority's initial inspection.
5. Mobile Home owner must provide quote of insurance.
6. Adhere to Re-applying for Services Policy if applicable.
7. Mobile Home must be the primary residence of the lessee.
8. Lessee is not allowed to sublease the leased lot or the trailer

SECTION 2. OCCUPANCY REQUIREMENTS

1. MOBILE HOME SET-UP:

Mobile Home owner must provide proof of insurance within the 10-day set-up period.

The set-up of the mobile home is the responsibility of the Lessee. The mobile home will be placed in the proper position as designated by the Authority. Lessee will be responsible for any damage that might occur during placement of the mobile home to any of the MATP utility stations and/or any personal property of any other residence.

Failure to perform the following items within ten (10) days from the date the Mobile Home is moved on to the leased lot will result in a termination of the lease.

- A. Skirting - Lessee must skirt their mobile home with a skirting material of vinyl, plywood, or a material of a comparable quality and appearance. Skirting must be kept in good repair and painted as necessary.
- B. Porches - Lessee must keep porches in good repair and painted as necessary.
- C. Heat Tape - Lessee must install heat tape on all above ground water lines from the mobile home to the infrastructure.

Final inspection will be performed after the 10-day period.

SECTION 3. UTILITIES

Electrical service must be properly installed and approved by a certified electrician. Lessee shall pay for all utility services. All utilities must be in the Lessee's name. When a Lessee moves out the closing utility bills must be paid. If the utility company requires the Authority to pay for the closing bill, the Authority will pay this bill and back charge the cost to the Lessee's final move out charges.

SECTION 4. ADDING AN ADULT TO THE HOUSEHOLD:

If the Lessee allows a person(s) over the age of 18 to reside in their Mobile Home for more than 30 days the Lessee must report this information to the Authority.

The Authority's Reapplying for Services Policy will apply.

SECTION 5. INSURANCE

Lessee shall continue to carry, maintain and provide proof to the Authority of insurance in such form and with such company as shall be satisfactory to the Authority as the Authority's interest may appear against personal liability and property damage. Lessee shall notify the Authority in the event of cancellation of policy or nonpayment of premium. If insurance lapses the Lessee will have 10 working days to provide proof to the Authority that insurance has been reinstated. If proof of insurance is not received within the 10 working days, the Authority may proceed with termination of the lease.

SECTION 6. PERSONAL PROPERTY TAXES:

Lessee must maintain current personal property taxes at all times (if applicable). Lessee must provide proof to the Authority that personal property taxes are paid up to date. If the personal property taxes become delinquent the Authority may proceed with termination of the Lessee's lease and the Lessee will be required to remove mobile home from the Authority lease lot.

SECTION 7. SUBSIDY:

Mobile Homes that are located at the MATP are ineligible to receive assistance through the Authority's Emergency Home Repair Program. The Lessee may apply for other programs offered by the Authority that the Lessee may qualify for.

SECTION 8. TERMINATION:

Lessee may terminate the lease at any time by providing fifteen (15) days notice of termination. Lessee shall leave the leased lot in a clean condition. Lessee must remove the trailer within that 15 day period or notify the Authority of their intentions for disposition.

The Authority is not responsible for any articles or personal property left in vacated mobile home or on the lease lot.

The Authority shall consider Lessee in possession of the leased lot and shall continue to charge lot fee until the mobile home is physically removed from the leased lot.

1. The Authority may terminate this lease for:
 - A. Any serious violation of any term or condition of the lease.
 - B. Abandonment in accordance with Section 9.
 - C. Criminal Activity (In accordance with the Criminal & Drug-Related Activity Policy).
 - D. Verbal and/or physical threats to a Authority Staff or its representative.
 - 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.
 - F. Other good cause.

2. Termination notice must be provided as follows:
 - A. Not to exceed seven (7) days if:
 - i. Lessee denies the Authority access to the leased lot for potential health and safety hazards.
 - ii. Violations of Criminal & Drug-Related Activity Policy.
 - iii. Threats to Authority Staff or its representatives.

 - B. Fourteen (14) days if termination is for non-payment of rent

 - C. Thirty (30) days in all other cases.

3. If the Authority elects to terminate the lease, Lessee may elect to participate in a private conference to discuss reason(s) for the termination. Lessee must contact the Authority within two days for a three day termination notice, seven days for a fourteen day termination notice and fifteen days for a thirty day termination notice. At such private conference, Lessee has the right to explain such reason(s) to the Authority. If the Authority has to file legal action and the Authority prevails, the Lessee agrees to pay for Authority's attorney fees and all related costs.

SECTION 9. ABANDONMENT

1. If Lessee fails to notify the Authority of any anticipated absence in excess of fourteen (14) days, the Authority may:

- A. enter the leased lot and/or mobile home as reasonably necessary;
 - B. reasonably determine if Lessee has abandoned the leased lot;
2. Upon determining abandonment, the Authority shall:
- A. stop charging Lessee lot fee;
 - B. store the mobile home on the premises;
 - C. remove and store all abandoned property (outside of the mobile home) from the leased lot for 30-days only;
 - D. determine and compute existing charges incurred by the Authority for removal or disposal of the mobile home that is on a MATP leased lot.
 - E. recover actual expenses incurred as a result of any damages from Lessee.

DISPOSITION OF ABANDONED MOBILE HOMES

1. If the Authority reasonably believes that the Lessee has abandoned a mobile home occupying a MATP leased lot, and if at least 14 days have elapsed since the occurrence of events upon which the Authority has formed the belief that the mobile home has been abandoned, the Authority may remove the mobile home from the premises or keep the mobile home stored on the premises.
2. If the Authority does not keep the mobile home stored on the premises, the Authority shall store the mobile home in a place of safekeeping and in either case shall exercise reasonable care for the mobile home. The Authority will charge the mobile home owner reasonable removal and storage charges.
3. Regardless of where the Authority stores the mobile home, the Authority shall:
 - A. Notify the local law enforcement offices of the storage;
 - B. Make a reasonable effort to determine if the mobile home is secured by a lien or otherwise encumbered; and
 - C. Send a notice by certified mail to the last-known address of the mobile home owner and to any person or entity the Authority determines has an interest referred to in subsection (3)(B), stating that at a specified time, not less than 15 days after mailing the notice, the mobile home will be disposed of if the mobile home owner does not respond and remove the mobile home.
4. If the mobile home owner, within 15 days after receipt of the notice provided for in subsection (3)(C), responds in writing to the Authority that the owner intends to remove the mobile home from where it is stored and does not do so within 20 days after delivery of the owner's response, the mobile home may be conclusively presumed to be abandoned.

- A. The Authority is entitled to payment of the removal and storage costs allowed under subsection (2) before the owner may remove the mobile home.
5. The Authority will dispose of the mobile home after complying with subsection (3) by:
 - A. Selling the mobile home at a public or private sale; or
 - B. Destroying or otherwise disposing of the mobile home if the Authority reasonably believes that the value of the mobile home is such that the cost of a sale would exceed the reasonable value of the mobile home. Disposal may include having the mobile home removed to an appropriate disposal site.
6. A public or private sale authorized by this section must be conducted under the provisions of the Montana Residential Mobile Home Lot Rental Act, 30-9A-610 or the sheriff's sale provisions of Title 25, chapter 13, part 7.
7. The Authority has a lien on the mobile home and the proceeds of a sale conducted pursuant to subsection (6) for the reasonable costs of removal, storage, notice, sale, or delinquent rent, delinquent utilities or damages owing on the premises. The sale proceeds are subject to any prior security interest of record. A writing or recording is not necessary to create the lien provided for in this section. In the case of a sheriff's sale, the sheriff shall conduct the sale upon receipt of an affidavit from the Authority stating facts sufficient to warrant a sale under this section. After satisfaction of the lien, the Authority shall remit to the mobile home owner the remaining proceeds, if any. If the owner cannot after due diligence be found, the remaining proceeds must be deposited in the general fund of the county in which the sale occurred and, if not claimed within 3 years, are forfeited to the county or CS&KT Tribal Court.

DISPOSTION OF ABANDONED PERSONAL PROPERTY

1. If a lease terminates in any manner except by court order, if the Authority reasonably believes that the Lessee has abandoned all personal property that the Lessee has left on the premises, and if at least 14 days have elapsed since the occurrence of the events upon which the Authority has based the belief of abandonment, the Authority may remove the property from the premises.
2. The Authority shall inventory and store all personal property of the Lessee's in a place of safekeeping and shall exercise reasonable care for the property. The Authority will charge a reasonable storage and labor charge if the property is stored by the Authority, plus the cost of removal of the property to the place of storage. The Authority may store the property in a commercial storage company, in which case the storage cost includes the actual storage charge plus the cost of removal of the property to the place of storage.

3. After complying with subsections (1) and (2), the Authority shall:
 - A. Make a reasonable attempt to notify the Lessee in writing that the property must be removed from the place of safekeeping;
 - B. Notify the local law enforcement office of the property held by the Authority;
 - C. Make a reasonable effort to determine if the property is secured or otherwise encumbered; and
 - D. Send a notice by certified mail to the last-known address of the Lessee and each known party having a lien or encumbrance of record, stating that at a specified time, not less than 15 days after mailing the notice, the property will be disposed of if not removed.
4. The Authority may dispose of the property after complying with subsection (3) by:
 - A. Selling all or part of the property at a public or private sale; or
 - B. Destroying or otherwise disposing of all or part of the property if the Authority reasonably believes that the value of the property is so low that the cost of storage or sale exceeds the reasonable value of the property.
5. If the Lessee, upon receipt of the notice provided in subsection (3), responds in writing to the Authority on or before the day specified in the notice that the Lessee intends to remove the property and does not do so within 7 days after delivery of the Lessee's response, the Lessee's property is conclusively presumed to be abandoned.

If the Lessee removes the property, the Authority is entitled to storage costs for the period that the property remains in safekeeping, plus the cost of removal of the property to the place of storage. Reasonable and actual storage costs are allowed to the Authority for storing the property in a commercial storage company. The Authority is entitled to payment of the storage costs allowed under this subsection before the Lessee may remove the property.
6. The Authority is not responsible for any loss to the Lessee resulting from storage unless the loss is caused by the Authority's purposeful or negligent act, in which case the Authority is liable for actual damages.
7. The Authority may deduct from the proceeds of the sale the reasonable costs of notice, storage, labor, and sale and, subject to any prior security interest of record, any delinquent rent or damages owing on the premises. The Authority shall remit to the Lessee the remaining proceeds, if any, together with an itemized accounting. If the Lessee cannot after due diligence be found, the

remaining proceeds must be deposited with the county treasurer of the county in which the sale occurred or CS&KT Tribal Court and, if not claimed within 3 years, must revert to the general fund of the county or CS&KT Tribal Court.

SECTION 10. TRANSFER

Maggie Ashley Trailer Park does not allow transfers.

SECTION 11. INOPERABLE VEHICLE

Lessee must follow the Authority's Inoperable Vehicle Policy.

SECTION 12. PETS

Lessee must follow the Authority's Pet Policy

SECTION 13. NON-SUFFICIENT FUNDS

Lessee must follow the Authority's Fiscal Policy.

SECTION 14. CRIMINAL AND DRUG-RELATED ACTIVITY

Lessee must follow the Authority's Criminal & Drug-Related Activity Policy.

SECTION 15. 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.

Lessees 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 Lessees or Lessees' guests, licensees, invitees, or for any cause or reason whatsoever arising out of the occupancy of the lot by the Lessees.

SECTION 16. GRIEVANCE

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

Grievances and appeals arising under this policy 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.

Approved by the Salish and Kootenai Housing Authority Board of Commissioners on at a Special Meeting held March 27, 2013.