

**SALISH AND KOOTENAI HOUSING AUTHORITY**

**PROBATIONARY DWELLING LEASE**

BOC \_\_\_ Date: \_\_\_\_\_  
Executive Director \_\_\_ Date: \_\_\_\_\_  
SKHA NUMBER \_\_\_\_\_  
NUMBER OF BEDROOMS \_\_\_\_\_  
NUMBER OF FAMILY MEMBERS \_\_\_\_\_  
TENANT ADDRESS \_\_\_\_\_  
\_\_\_\_\_

**SECTION 1. DESCRIPTION OF THE PARTIES AND PREMISES:**

The Salish and Kootenai Authority, (hereinafter referred to as the Authority), does hereby lease, from month to month, for one (1) calendar year or until the signing of an Authority Low Rent Selling Lease, 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 \_\_\_\_\_

LEASE START DATE \_\_\_\_\_

**SECTION 2. NEED AND TERM OF PROBATIONARY LEASE:**

It is agreed by all parties signing below that the Authority’s policies prohibit the signing of a conventional rental agreement with the Tenant, and

The Authority and the Tenant agree that the term of this Probationary Lease is one (1) calendar year from the date of signing or until the signing of an Authority Low Rent Dwelling Lease in order to maintain continued tenancy, and,

The Low Rent Occupancy Policies will apply to Tenants that have entered into this lease.

When deemed necessary by the Authority, the Tenant agrees to monthly home visits by the Authority staff, and

The Tenant agrees that a single lease violation during this probationary period will result in termination of the lease. Lease violations include but are not limited to:

- 1. Nonpayment of rent (if applicable).
- 2. Major destruction to the unit or surrounding property
- 3. Report of a loud or uncontrolled party
- 4. Harassment to other tenants or community
- 5. Disturbance to other tenants or community

6. Failure to maintain unit in a sanitary condition
7. Inoperable Vehicle violation
8. Unmowed lawns or unkempt yard
9. Animal control violation
10. Failure to maintain utilities that result in service disconnection
11. Each 30-day period of delinquency for any charges other than rent

When deemed necessary by the Authority and/or the Tenant to involve other Tribal agencies to increase the Tenant's opportunity for success in meeting the needs of their family and the terms of this lease, all parties agree to consult with and cooperate with other Tribal agencies in the implementation of programs and/or services offered that increase the Tenant's potential for successful completion of the terms of this lease.

### **SECTION 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\_\_\_\_. The rent amount remains in effect unless adjusted in accordance with Section 6. The Authority considers rent not received on or before the tenth day of each month delinquent. The Authority shall begin lease termination the first working day following the tenth of the month.

### **SECTION 4. SECURITY DEPOSIT:**

Initial Occupancy – Tenant shall pay two hundred dollars (\$200.00) security deposit to the Authority 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.

### **SECTION 5. UTILITIES:**

Tenant shall keep all electrical service payments current. Immediately upon the Authority's notification of utility service being either disconnected or put back into the Authority's name due to non-payment, the Authority shall issue a seven (7) day eviction notice. The Authority provides the following: water, sewer and garbage.

### **SECTION 6. CERTIFICATION OF RENT, DWELLING SIZE AND ELIGIBILITY:**

The 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 may periodically, as required by 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.

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

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.

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.

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 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:

- 1) If Tenant shows a change in his/her circumstances that justifies a reduction in rent.
- 2) 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 shall begin lease termination.

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, 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, whichever 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 usually 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. 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 from Tenant's misrepresentation under Section 6, A (3).

E. If tenant fails to certify by the certification deadline the Authority will proceed with termination of this lease.

## **SECTION 7. OCCUPANCY OF THE DWELLING UNIT:**

The before mentioned unit in section 1 will be the Tenant's only residence. The Tenant is not allowed to assign this lease, sublet the leased premises, or transfer possession of the leasehold premises. 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 or 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 for.

Tenant and his/her guest's 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, and begin the termination process. Tenant is responsible for all oil leaks and other vehicle discharge and will be responsible for the cleanup. If the Authority deems it necessary that a cleanup of any vehicle discharge must be done and the Tenant fails to do the necessary clean up the Authority will do the cleanup and charged the cost of clean up to the Tenant.

Camper trailers are only 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. The camper trailer cannot be inhabited while stored on property that is under the Authority's control.

Motor cycles or ATVs 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 trailers, 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 under the Tenant's control may not verbally and/or physically make threats to a Authority Staff or its representatives or other tenants.

## **SECTION 8. MAINTENANCE, DAMAGE AND REPAIR:**

Tenant shall utilize reasonable care keeping his/her leased premises in such 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 the 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 and common areas or permit any person to do such. The Tenant is not allowed to do their own repairs to the unit. The 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 violations points may not be assessed. Tenant shall pay for the repair of all broken windows. Tenant is responsible to pay for repairs/replacement due to vandalism regardless of whom or how the damage occurred. The Tenant is encouraged to seek legal remedies for reimbursement for cost of vandalism. Unreported vandalism may result in Tenant damage and the Authority may begin the termination process. 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 begin the termination process in the event of tenant and/or visitor/guest's negligence which is deemed intentionally executed to destroy, deface, damage, impair or remove any part of the lease premises or surrounding common areas.

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 the bill, the Authority may proceed with termination of this lease. The Authority shall send Tenant notice that includes the items damaged, correctional actions taken and the cost of repairs. The Authority shall begin the termination process. Any damage by the Tenant and/or visitors/guests deemed legitimate neglect shall constitute Tenant damage. The Authority shall send Tenant notice that includes the items damaged, correctional actions taken, and the cost of repairs. The Authority shall begin the termination process.

If damage is reported by the Tenant and damage is not deemed intentional Tenant damage the Tenant will have thirty (30) days to pay in full or enter into a payback agreement for cost of repairs. If cost of repairs or payback agreement is not paid as agreed, then the Authority shall begin the termination process.

Tenant shall keep the leased premise's sidewalk free from ice, snow, dirt and litter. In addition, Tenant shall keep the lawn watered and mowed, when necessary. The Tenant shall maintain the leasehold premises in a clean and sanitary condition. Should the Tenant fail to maintain the leasehold premises in a clean and sanitary condition the Authority shall begin the termination process.

Tenant shall deposit all garbage in garbage containers provided and shall keep the container 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 home site areas i.e. bon fires, rubbish, grass etc. Portable camp fire units are not allowed on property under the Authority's control.

Except as 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.

Property left outside or in the unit or on property under the control of the Authority at the time the unit is declared vacant will become the property of the Authority unless prior arrangements have been made with the Authority to retrieve said property.

## **SECTION 9. INSPECTIONS:**

At the time the Tenant is placed on a Probationary Dwelling Lease an inspection will be done prior to signing of this lease or within two (2) weeks of the signing of this lease. 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.

All units will be tested for methamphetamine during the move-out inspection. Any presences 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 Authority standard for housing rental units including any other units that may have been affected.

However, if there is a potential of health and safety hazard, tenant may not deny the Authority permission to enter the leased premises.

#### **SECTION 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 residents.
- 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.

#### **SECTION 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 and repaired condition, reasonable wear and tear accepted, and shall return all keys to the Authority when he/she vacates.

The Authority is not responsible for any articles or personal property left in or around 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 the lease for:

- 1) Any violation of any term or condition of the lease.
- 2) Abandonment in accordance with Section 12.
- 3) Criminal Activity (In accordance with the Criminal & Drug-Related Activity Policy.
- 4) Verbal and/or physical threats to a Authority Staff or its Representative or other tenants.

- 5). 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.
- 6.) Full or partial rental payments will be accepted during court proceedings until court proceeding are resolved. Acceptance of full or partial payment for delinquent rent does not constitute a waiver of the Authority's right to pursue termination of this 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.
- 7) Other good cause

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; or
  - b. Violations of Criminal and Drug-Related Activity Policy; or
  - c. Threats made to a Authority Staff or it's representative.
  - d. Mission Valley Power disconnect (Power account being put back in to the Housing Authority's name is considered a disconnect)
  - e. Abandonment
- 2) 14-day Notice for non-payment of rent.
- 3) Thirty (30) days in all other cases.

**SECTION 12. ABANDONMENT:**

- A. If Tenant fails to notify the Authority of any anticipated absence in excess of fourteen (14) days, the Authority may:
  - 1) Enter the leased premises as reasonably necessary; and
  - 2) Reasonably determine if Tenant has abandoned the leased premises.
- B. Upon determining abandonment, the Authority shall:
  - 1) Stop charging Tenant rent; and

- 2) Remove and store all abandoned property from the leased premises for 30 days only, and
- 3) Recover actual damages from the Tenant
- 4) Determine and compute final move out charges; and
- 5) Rent out the leased premises in a reasonable period of time.

**SECTION 13. NON-SUFFICIENT FUNDS:**

Must follow the Authority's Fiscal Policy.

**SECTION 14. TRANSFER:**

Must follow the Authority's Transfer Policy.

**SECTION 15. PETS:**

Must follow the Authority's Pet Policy.

**SECTION 16. INOPERABLE VEHICLE:**

Must follow the Authority's Inoperable Vehicle Policy.

**SECTION 17. CRIMINAL AND DRUG-RELATED ACTIVITY POLICY:**

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

**SECTION 18. INDEMNIFICATION:**

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.

**SECTION 19. GRIEVANCE PROCEDURE:**

A single lease violation is grounds for termination of this lease. 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 Authority's Executive Director the following Grievance Procedure will apply.

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.

**SECTION 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, the Tenant must consent to such amendment(s), after proper notification. If the 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, Inoperable Vehicle Policy, the Maintenance Additional Attachments Policy, Rent Payment Policy, Household Certification, Collection Policy, Criminal & Drug-Related Criminal 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\_\_\_\_

\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
Authority Representative

\_\_\_\_\_  
Executive Director

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

Approved by the Salish and Kootenai Housing Authority Board of Commissioners at a Regular Meeting held May 3, 2016