

**HOUSING MANAGEMENT  
AND  
MARKETING PLAN  
2009**

**Coeur d'Alene Tribal Housing Authority  
(CDTHA)**

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# **HOUSING MANAGEMENT AND MARKETING PLAN**

## **Coeur d'Alene Tribal Housing Authority (CDTHA)**

This Management Plan, though mindful that there are tenants who will want to eventually become homeowners, has been prepared in compliance with the CDTHA's Policies. This Management Plan has been written with the intention of providing a basis for others to gain insight into the CDTHA property management operations and the services that are provided to its tenants to enable them to responsibly meet their housing obligations.

### **A. TARGET MARKET**

#### **Coeur d'Alene Tribal Members 21 Years Plus**

Other Applicable Special Criteria – needs to be identified by Tribal Council

### **B. HOUSING MARKETING PLAN**

The CDTHA will utilize its existing waiting list from which to provide a preference for families seeking to rent units developed by the CDTHA or by the Coeur d'Alene Tribe. The following means will be used to notify families of the availability of rentals:

- Newsletter
- Flyers
- CDT Newspaper
- Internet
- Survey results
- Homebuyer Education Classes

Active marketing has begun.

### **C. APPLICATIONS**

#### **Maintaining:**

Applications will be certified eligible and kept on file for a period of one year from the date of receipt. After one year, applicants will be notified by mail to update their application and be re-certified. Applicants will need to be re-certified, prior to move-in if the original certification is older than 90 days. Verification and certification of income shall be submitted with the initial application.

#### **Purging:**

Applicants who do not respond to correspondence regarding updating their application within 15 days of notice will be purged from the waiting list.

**Recertification Procedure:**

Those applicants who are purged shall complete a new application and be screened before being placed back on the waiting list. The new date of application will be one criteria used to determine eligibility.

**D. SCREENING PROCEDURE**

Screening of applicants will be performed by the CDTHA Housing Opportunity Services staff which considers at least the following:

- Criminal Background Check
- Landlord References
- Income sufficient to pay the rent and all utilities
- Credit/Debt
- Current Living Conditions

The form of application and screening questions are included as ATTACHMENT A.

**E. SELECTION**

Initially, an applicant has completed a preliminary application which provides sufficient information to be placed on the Waiting List. Waiting List applicants may update their information in writing at any time. When an appropriate unit becomes available, the top applicants are notified of preselection and the need to complete the formal application so that all information is current. Formal verification begins when a formal application is completed. During the verification process, the CDTHA staff will determine if the applicant meets the qualifications for the specific program. In preselecting participants, staff will take into consideration the following factors:

- Completion of the 12 hour Homebuyer/Tenant Education Class;
- Specific program requirements, preferences and priorities;
- Income targeting;
- Program set-asides;
- Applicant screening criteria;
- Occupancy requirements;
- Residency preferences;
- Previously assisted; and
- Credit

**Orientation:**

Families selected for participation in a specific project will receive an orientation which will include the signing of the lease, a packet of information on Resident Services, and a copy of the applicable policies. Maintenance requests and work order procedures will be reviewed and included in the orientation package.

**F. LEASE**

Our rental lease (ATTACHMENT B) includes the following provisions:

Use of the Premises

Term

Approved Occupants

Applicable Policies

Grievance and Appeals

Tenant & Landlord Responsibilities

Maintenance

Fees

Deposit requirements

Inspections

Termination

Eviction

Recertification

Income Eligibility

Term

Rules Regarding Pets, Vehicles, Abandonment, Unauthorized Occupants

***Note: It may be amended to comply with the funding program requirements.***

Other provisions of the standard lease that requires emphasis are listed below:

**1. No Tolerance of Substance Abuse**

Abuse of drugs and alcohol will not be tolerated. A single complaint by neighbors, or a police visit will necessitate a meeting with the Occupancy Specialist.

**2. School Age Children to Remain in Good Standing**

Tenants with school-aged children shall be required to keep their children in school and in good standing with the school through high school.

**3. Neighbor Relations**

Tenants shall maintain good neighbor relations with other tenants in the project. Problems with other tenants in the project shall be brought to the attention of the Occupancy Specialist for resolution. Tenants shall avoid allowing problems with other tenants to grow into insurmountable obstacles to the rights and enjoyment of tenancy of others.

**4. Regular and Timely Communication with the CDTHA**

Tenants shall maintain regular and timely communication with the CDTHA regarding general conditions and management of the units.

#### **5. Successful Completion of Homeownership Training Workshop**

As a part of the project it is expected that each tenant family will attend the workshops on homeownership and maintenance to be conducted by the CDTHA.

#### **6. Amendments**

Project specific requirements not included in the standard lease will be added by Amendments.

### **G. RENT CALCULATION**

#### **Methodology:**

Rent is calculated according to the funding source requirements and the operational requirements of the CDTHA. The CDTHA is equipped to collect rent payments, mortgage loan payments, and payments under a lease/purchase program.

#### **Rentals -**

Rents will be charged in amounts sufficient to cover all expenses associated with the operational costs for managing the property, plus reserves for future non-routine maintenance.

#### **Single Family Homes -**

Options for charges are as follows:

- Rental charge
- 3-year lease purchase program
- Sale using the 184 Guaranteed Loan Program

### **H. RENT COLLECTION**

#### **Monthly Rent Statement:**

Monthly payment (rent) statements shall be sent to the tenant stating the payment amount, due date for payment, and any outstanding amount in arrears. This statement will be sent merely as a courtesy. Rent will be due on the 1<sup>st</sup> of each month whether or not a statement has been received by the tenant.

#### **Security Deposits:**

The Security Deposit shall be set at \$500.

#### **Rent Increases:**

Increases in rent shall only reflect actual and extraordinary increases in operating expenses, and shall require management to give 30 days notice to tenants before the increase shall take effect.

**Late Payments:**

Rent amounts shall be considered late if they are made after the due date. A late fee of \$15 is automatically assessed for payments made after the 10<sup>th</sup> of the month.

**Damages:**

Tenants shall be expected to pay reasonable charges for the repair of damages, other than normal wear and tear to the housing unit, premises, or common areas caused by the tenant and/or his guests or to repair such damages as required under the lease in a manner consistent with the high standards of the CDTHA and consistent with building codes and standards.

**I. RECERTIFICATION**

***Assumption 1:*** If a flat rental rate is established, there will be no interim recertifications. Tribal Council must decide if a flat rate is appropriate.

***Assumption 2:*** Rent is calculated based on income; consequently recertifications will apply. Tribal Council must decide. Recertification will occur no later than 30 days prior to the first day of the month in which the occupancy anniversary date occurs. Re-certification of income may occur more frequently if the tenant income changes substantially. Failure to provide the required information shall be grounds for termination and eviction.

**J. LEASE ENFORCEMENT****Rules:**

The CDTHA shall promulgate reasonable policies and procedures which promote the convenience, safety, and welfare of the tenants in the use and occupancy of the housing units, premises, and common areas.

**Consequences:**

Infractions of the Rules of Occupancy shall carry consequences, which have the effect of discouraging future occurrence of violations of the rules. These consequences shall be firm and of sufficient efficacy, but not to be excessive in their penalty.

**Appeals:**

Request for an Informal Hearing may be made to the Executive Director. A complainant may formally appeal the decision of the Executive Director to the Board of Commissioners. Decisions of the Board of Commissioners shall be final.

**Documentation:**

CDTHA staff shall document any infraction of the rules by a tenant, in writing and forward correspondence to the tenant informing them of the infraction, the

consequences, and the appellate process. Records of the infraction and all correspondence related to the infraction shall be kept in the Tenant File.

#### **K. UTILITIES**

CDTHA requires that all tenants shall be responsible for arranging and paying for all utility services required on the premises, including water, sewer, solid waste assessment, gas and electric charges, etc. Promptly upon execution of a Lease Agreement, the tenant shall furnish to the CDTHA evidence that all arrangements with the proper utility companies for commencing services in the tenant's name have been completed.

#### **L. MAINTENANCE PLAN**

One of the guiding principles of the CDTHA is that the primary responsibility for maintenance of the units will be the tenants themselves, with only routine or emergency assistance from the CDTHA.

It is our anticipation a new project will experience minimal utilization of our maintenance capability because of the following:

- All new tenants must complete the Homebuyer/Tenant Education class of 12 hours.
- The CDTHA requires monthly inspections for new tenants until they graduate to annual.
- The CDTHA will conduct bimonthly exterior inspections and follow-up with the following:
  - A letter is sent notifying the tenant of areas to correct;
  - If there is no response, CDTHA maintenance staff will make the corrections and charge the tenant accordingly.

CDTHA has the capacity to respond to situations in which families fail to take full responsibility for maintenance and upkeep. Also, the CDTHA will maintain the Reserve for Replacement.

#### **Maintenance Priorities:**

- 1) **Emergencies (24 hrs/day):** Emergency maintenance will be limited to those maintenance tasks which pose a threat to the health, safety, or lives of tenants and others and shall include, but not be limited to the following:
  - a) Gas or Oil leaks
  - b) Electrical problems
  - c) Heating system failure
  - d) Sewer vent problems
- 2) **Vacancies:** Within one working day of the vacancy of a unit, which is expected to be a very infrequent occurrence, an inspection shall be made for damages by the



Occupancy Specialist, assisted by the Maintenance Staff. Inspection shall include those repairs necessitated by normal wear and tear, and tenant caused damages. Repairs completed for normal wear and tear shall be completed and documented as to cost of repairs. Repairs completed for tenant caused damages shall be deducted from the damage deposit of previous tenant. If such repairs exceed the amount of the damage deposit, an itemized bill shall be forwarded to the previous tenant's new address for collection.

- 3) **Preventive Maintenance:** A system of preventive maintenance shall be implemented by the Construction/Maintenance Director which will include those items of maintenance which are preventative or curative in nature, so that maintenance costs may be kept to a minimum.
- 4) **Resident Initiated Work Orders:** Residents which require repairs to their housing unit shall contact the CDTHA Maintenance Coordinator to request a work order which will include a description of the work needed and a specific date and time when the maintenance staff will schedule the work. Repairs completed for normal wear and tear shall be completed and documented as to cost of repairs. Repairs completed for tenant-caused damages shall be billed to the tenant and added as a part of rent.
- 5) **Resident Maintenance Program:** Certain items of maintenance will be expected to be completed by the tenant. These items include maintaining the housing units in a clean condition, (i.e. walls, floors, carpets, switch plates, plumbing fixtures, siding, doors, windows, etc.). Detailed housekeeping standards are included in the standard Lease Agreement as a guide (ATTACHMENT B).
- 6) **Landscaping:**
  - The CDTHA requires all residents to keep all landscaping mowed, trimmed, watered, and due to fire hazard, weeded and well maintained within their leased premises. If landscaping is not properly maintained and has reached 6 inches, the CDTHA reserves the right to perform whatever landscape maintenance may be required and charge the Resident. Notice is sent to remind tenants of this obligation.
  - The CDTHA will be responsible for maintaining the grounds for the housing project. This will include mowing the lawn, caring for the sprinkler system, etc. The rent amount will be established to cover these costs.
  - The installation of fencing is subject to approval by the CDTHA. A request with sufficient information must be made to the CDTHA before a decision can be made by the CDTHA. Fencing is not permitted between the street and the front of the home if it blocks visibility for auto traffic. All homes will be fenced in a similar design upon CDTHA approval.

- Barbed wire, electrical fencing or any type that could be hazardous is prohibited.
- 7) **Joint Maintenance Planning with Residents:** Residents, through participation in the Maintenance Counseling Classes, shall have primary responsibility for their input into CDTHA maintenance planning.

## M. INSPECTIONS

### **Move-In Inspection:**

At initial occupancy of each unit, the CDTHA Occupancy Inspector, with the assistance of the Housing Counselor shall, jointly with the tenant, inspect the unit. Deficiencies shall be noted, and both parties shall agree on corrective actions to be taken by management.

- Frequency: Inspections will be conducted ***at least*** annually to ensure that the tenant is meeting the responsibility for providing routine and non-routine maintenance.
  1. New Tenants
    - a. Schedule monthly inspections for at least the next three months and mandatory attendance at the maintenance counseling class.
    - b. Upon a satisfactory determination that the tenant is meeting his maintenance obligations, schedule inspections every 3 months.
    - c. Upon a satisfactory determination that the tenant is meeting his maintenance obligations, schedule inspections every 6 months.
    - d. Upon a satisfactory determination that the tenant is meeting his maintenance obligations, schedule inspections every year.
  2. Existing Tenants
    - a. Schedule a regular inspection at least annually. Upon a satisfactory determination that the tenant is meeting his maintenance obligations and is in compliance with the terms of the lease, schedule the next inspection for next year.
    - b. Upon a dissatisfactory determination, apply appropriate level of scheduled inspections to ensure that corrected action has been taken. Depending on the severity, the CDTHA will prescribe a schedule accordingly.
    - c. Upon a serious finding of non-compliance, terminate or follow procedure for new tenants.
- Corrective Action: Non-compliance issues may warrant immediate termination of assistance and a notice to vacate. Any item that is found to be missing or in need of repair, whether intentional or unintentional, is to be repaired or replaced at the tenant's expense. The following procedures will be followed for correcting housekeeping or tenant damage issues:
  1. A letter will be sent to the tenant indicating the corrective action the resident needs to make within a set time frame. The tenant will also be notified that the CDTHA will make the repair and charge the resident directly.

2. The CDTHA reinspects and verifies that repair has been made and no further action may be necessary. If the resident fails to make the repair, then the CDTHA will proceed to the next step.
  
3. A work order is issued and the CDTHA proceeds to make arrangements for the repairs to be made with labor and materials charged to the resident. Inspections of the unit are then scheduled in accordance with the need as determined by the CDTHA.

**Move-Out Inspection:**

In the event of vacancies, the Occupancy Specialist, with the assistance of the Maintenance Staff shall, jointly with the outgoing tenant, inspect the unit to determine any damage beyond normal wear and tear and to assess charges against the security deposit.

**Inspection Documentation:**

A comprehensive Inspection Form has been designed to ensure that all systems are in working order. A summary of the items considered include:

- **Units:**
  - a) Interior, including walls, ceilings, doors, windows, appliances, floors coverings,
  - b) Exterior, including windows, doors, siding, gutters, downspouts, roofs, and faucets.
  
- **Systems:**
  - c) Heating; including furnace, filters, ducts.
  - d) Electrical; including outlets, switches, fixtures.
  - e) Plumbing; including faucets, drains, leaks, hot water heater.
  
- **Grounds:**
  - f) Including insuring proper disposal of any ashes, garbage, junk, rubbish, and abandoned vehicles, and the proper upkeep of lawns, plantings, and common areas.
  - g) Crawl space.
  
- **Housekeeping:**
  - h) General Cleanliness
  - i) Appliances
  - j) Floors
  - k) Walls
  - l) Bathrooms
  - m) Sinks
  - n) Conditions for Mildew

## **N. VACANCIES**

### **Turnaround:**

Upon the creation of a vacancy, and after an inspection has been performed and the unit is undergoing preparation for occupancy, the Occupancy Specialist shall notify the next applicant on the waiting list. The Housing Manager shall insure that preparation of the unit takes place in a timely manner, to avoid excessive costs incurred to the rent reserve. The applicant will have no more than a maximum of 30 days to occupy the unit. The Occupancy Specialist shall cause a lease agreement between the applicant and the CDTHA to be executed, and give the applicant an orientation prior to occupancy after verifying that the applicant satisfies all requirements.

## **O. SECURITY**

### **Resident Watch:**

Coeur d'Alene Tribal Police will work with tenants to establish a "Block Watch" which would include keeping their eyes on the street, calling police about suspicious behavior, providing safe haven to each other in times of need, and generally maintaining a level of alertness in the neighborhood. This will be a new program and the CDTHA will support the efforts of the Tribal Police to include all residents. Residents will be given information on observation techniques in order to assist police to the fullest extent possible.

### **Applicant Screening:**

Applicants will be screened for criminal records in accordance with the CDTHA Background Check Policy (ATTACHMENT C).

## **P. MOS**

### **Software:**

Presently, CDTHA uses an automated program titled, Housing Data Systems (HDS). HDS is a housing management application that is comprised of nine fully integrated software modules including, tenant account receivables, waiting list, work orders, inventory, asset management, application intake, rent and loan calculations.

### **Applications:**

A separate file shall be maintained on each individual applicant including application, income verification, lease agreement inspection reports, correspondences and notices. These records shall be kept for a period of 3 years after the tenant moves out of the unit.

### **Reports:**

Project reports shall be the responsibility of the Executive Director. Quarterly reports shall be made to the CDTHA's Board of Commissioners, and annually to the CDT Tribal Council as required by the Housing Ordinance. Reports to providers of loans, equity, and subsequent subsidies shall be made on any necessary forms and in accordance with reasonable timelines specified by these providers. Maintenance Cost and other reports may be shared with the tenants and the community to enable tenants to gain a broader understanding of conditions of the project and to gain a level of self-confidence. Other reports include:

- Statement of Revenues & Expenses (Prepared by CDTHA Accountant)
- Monthly Operating Statements (Prepared by CDTHA Accountant)
- Project Work Order Summary Report
- Narrative Report on Project in General
- Changes in Residency
- Year End Report

#### **Q. SUMMARY OF TYPICAL INSPECTION TASKS**

##### **1) Daily Tasks:**

- a) Be Observant
- b) Be Available for Resident Complaints/Input

##### **2) Weekly Tasks:**

- a) Drive By all Units and Make "Windshield Survey"
- b) In the event of visible problems notify appropriate CDTHA staff
- c) Note Condition of Units, including Grounds, Buildings, Driveways, etc.
- d) Written Report of Week's Observations, Reports of Problems, etc.
- e) Schedule Inspections of Units
- f) CDTHA Personnel, accompanied by Tenants, will conduct Inspections of Scheduled Units.

##### **3) Monthly Tasks:**

- a) CDTHA Personnel, accompanied by Tenants, will conduct Monthly Inspections on a Monthly Schedule
- b) At least once a month in-person, telephonically, or in writing contact all Tenants regarding concerns, issues, maintenance priorities, etc. as applicable.
- c) Meet to discuss management of units.
- d) Prepare Monthly Summary Reports

##### **4) Quarterly Tasks**

- a) Conduct Quarterly Inspections for Tenants Passing Monthly Inspections
- b) Prepare Quarterly Summary Reports

# **ATTACHMENTS**



**Attachment A: CDTHA Application**

**(On file at CDTHA Office)**



**Attachment B: Lease Agreement**

**(On file at CDTHA Office)**

**Attachment C: Background Check Policy**

## **FINALIZED BACKGROUND CHECK POLICY**

**Policy:** Criminal background checks will be done on all applicants for CDTHA housing. Background checks for tenant screening should include a criminal background check with a criminal record search and an eviction report.

**A. Criteria:** The following criteria shall be used as a guide in disqualifying an individual for placement on the CDTHA Waiting List.

1. Anyone who ever was convicted, has been found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication for any of the following disqualifying offenses:
  - a. Any crimes against children
  - b. Any felony involving violence
  - c. Any sexual offense
  - d. Any drug related offense
2. In addition, the following offenses will disqualify an applicant if they have been convicted, have been found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication for any of the following disqualifying offenses within the past ten (10) years:
  - a. Any felony
  - b. Any crimes of moral turpitude
  - c. More than one offense for driving while impaired
3. In addition, the following offenses will disqualify an Applicant if they have been convicted, have been found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication for any of the following disqualifying offenses within the past seven (7) years:
  - a. Any misdemeanor offense that may indicate a lack of integrity and/or character of an Applicant.

**B. Required Information:** The background check will be obtained from the company or source as determined by the Executive Director and will include the following:

1. Social security number and identity verification;
2. Criminal search (10 years) of national, state, county, local and Native American law enforcement entities;
3. Employment verification;
4. Violent Sexual Offender and Predator Registry Search;

5. Office of Inspector General (OIG) List of Excluded Individuals/Entities;
6. General Services Administration (GSA) List of Parties Excluded from Federal Programs; and
7. US Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN).

C. **Assessing Information:** In assessing a record of criminal conviction(s), the decision will be made by assessing the nature and severity of the offense as well as a variety of surrounding facts and circumstances including, but not limited to:

1. the age of the individual at the time of the offense;
2. the number of offenses for which the individual was convicted;
3. the time which has elapsed since the last offense; and
4. whether the circumstances arose out of an employment situation.

D. **Rehabilitation Factors:** Whether the applicant has been sufficiently rehabilitated to warrant public trust, the Executive Director shall consider the following factors in examining whether an applicant has been presumed to be rehabilitated:

1. Completion of probation;
2. Completion of parole supervision;
3. In the case of a felony, not subject to parole supervision, if more than 10 years have elapsed after final discharge or release from any term of imprisonment without any subsequent conviction; or
4. In the case of a misdemeanor related to finances and moral turpitude and more than 5 years have elapsed after final discharge or release from any term of imprisonment without any subsequent conviction.

E. **Factors Outweighing Rehabilitation:** If any one of the following factors exist, this may outweigh the presumption of rehabilitation:

1. Lack of compliance with terms of punishment (i.e., failure to pay fines or make restitution, violation of the terms of probation or parole);
2. Unwillingness to undergo, or lack of cooperation in, medical or psychiatric treatment/counseling;

3. Falsification of an application with the CDTHA; and
4. Failure to furnish to the CDTHA additional information or failure to appear for a conference with the CDTHA in relation to the Applicant's application.

F. **Inapplicable Records:** The following criminal history records shall not be considered in connection with an application for CDTHA housing assistance:

1. Juvenile adjudications which have been completely resolved and carried no obligation and/or accountability into adulthood;
2. Records of arrest not followed by a conviction;
3. Convictions overturned by a higher court; and
4. Convictions that have been the subject of a pardon or expungement.

Please note in response to the previous situations listed under Section F, applicants may respond on application as if the event(s) had never occurred.

G. **Notice of Denial:** If a determination is made that the Applicant does not qualify, the Applicant shall be notified in writing of the basis of denial and the right to appeal the decision in accordance with the Grievance Section of this Policy.

H. **HUD/NAHASDA Rules and Regulations:** The CDTHA shall be in full compliance with any and all aspects of NAHASDA rules and regulations including, but not limited to the following:

1. Receipt of criminal conviction information on adult applicants or tenants by Indian tribes and TDHEs.
  - a. The National Crime Information Center, police departments, and other law enforcement agencies shall provide criminal conviction information to Indian tribes and TDHEs upon request. Information regarding juveniles shall only be released to the extent such release is authorized by the law of the applicable state, Indian tribe or locality.
  - b. The term "tenants" includes homebuyers who are purchasing a home pursuant to a lease purchase agreement.
2. The CDTHA shall use the criminal conviction information for applicant screening, lease enforcement and eviction actions. The information may be disclosed only to any person who has a job related need for the information and who is an authorized officer, employee, or representative of the CDTHA or the owner of housing assisted under NAHASDA.

**3. Confidentiality of criminal conviction information.**

- a.** The CDTHA will keep all the criminal conviction record information it receives from the official law enforcement agencies listed in files separate from all other housing records.
- b.** These criminal conviction records will be kept under lock and key and be under the custody and control of the CDTHA's Executive Director and/or his designee for such records.
- c.** These criminal conviction records may only be accessed with the written permission of the CDTHA's Executive Director and/or his designee and are only to be used for the purposes stated in Section 208 of NAHASDA.

The following could be substituted for Items A, 1-3 on page 1 of this document.

- A.** Felony convictions.
- B.** Withheld judgments for felonies.
- C.** Other plea agreements to felony convictions.
- D.** Sexual assault, rape, indecent exposure, lewd and lascivious behavior, or any crime involving non-consensual sexual conduct committed at any time.
- E.** Child abuse, sexual exploitation of children, child abduction, child neglect, contributing to the delinquency or neglect of a child, enticing a child for immoral purposes, exposing a minor to pornography or other harmful materials, incest, or any other crime involving children as victims or participants committed at any time.
- F.** Homicide committed at any time.
- G.** Any charge related to illegal drugs such as (but not limited to) possession of drugs or paraphernalia, or trafficking.
- H.** Abuse, exploitation or neglect of a vulnerable adult (disabled or elderly) committed at any time.
- I.** Assault or Battery.
- J.** Misdemeanor theft committed during the last 5 years or grand theft committed during the previous seven years.

***CDTHA  
LOW-RENT  
LEASE AGREEMENT***

**For 2009**

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**CDTHA LOW RENT PROGRAM  
LEASE AGREEMENT**

**WITNESSETH:**

The Coeur d’Alene Tribal Housing Authority, organized and existing under the laws of the Coeur d’Alene Tribe, hereafter referred to as the Lessor or CDTHA, relying upon the representations made to



it by the Lessee as to his household composition, employment and income of head of household and members of the household does hereinafter enter into this Lease for the below referenced dwelling upon the following terms and conditions:

## I. PREMISES

The Lessor hereby leases unto the Lessee, **Tenant's Name**, the premises at, **Tenant's Address, Idaho**, more particularly described as **Project \_\_\_\_\_**, Unit Number \_\_\_\_\_.

## II. USE OF PREMISES

A. The premises shall be used as **Lessee principal residence** and occupied by Lessee exclusively as a private single family residence. Neither the premises, nor any part of the premises, shall be used at any time during the term of this Lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence without prior written approval of the CDTHA.

B. Should Lessee, any member of Lessee's household, or Lessee's guests, engage in any criminal activity or alcohol abuse that threatens the health, safety, or right of peaceful enjoyment of the premises by other tenants, employees of Lessor, persons residing in the immediate vicinity of premises, or engage in drug related criminal activity occurring on or off the premises, this lease will be subject to immediate termination. The Lessee, any member of the Lessee household, a guest, or another person under the Lessee control shall not engage in:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the CDTHA's housing dwelling units by other residents or employees of the CDTHA.
2. Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this Lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act.)

For purposes of this section, criminal activity that threatens the health, safety, or right to peaceful enjoyment of the CDTHA's housing premises by other residents or their guests shall include, but not be limited to any of the following serious misconduct on, in, adjacent to, or in reasonable proximity so as to place occupants in fear of the leased premises or projects:

- Physical assault or the threat of physical assault to any person whatsoever;
- Use of a firearm or other weapon or the threat to use a firearm or other weapon;
- Illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance;
- Sexual molestation, debauchery of a minor, prostitution and other similar or

- related serious misconduct
- ❑ Providing alcohol to minors.

3. Alcohol abuse that the CDTHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Any violation of this lease agreement which involves criminal activity (items (1), (2), and (3) above) shall be cause for termination of this Lease Agreement and for eviction from the leased dwelling unit. Neither an arrest or conviction need be proved to obtain Lessee's eviction for a violation of this policy.

### **III. TERM**

The term of this Lease shall be month to month. Either party may terminate this lease upon written notice to the other of termination at least 30 days prior to the end of the month.

### **IV. RULES OF CONDUCT**

The Lessee agrees:

- A. To refrain from, and to cause his household and guests to refrain from, destroying, defacing, damaging, or removing any part of the home or grounds.
- B. To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbors peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition.

### **V. PAYMENTS DUE UNDER THE LEASE**

The amount of rent is subject to change during the term of the Lease as determined by CDTHA. The Lessee will be provided with 30 days written notice prior to the effective date of any rent increase

- A. The initial rent for the premises is **\$ TBD** per month to be paid by or on behalf of the Lessee to the CDTHA Low Rent Program at the following address: CDTHA Low Rent Program, PO Box 267, 1005 8<sup>th</sup> Street, Plummer, Idaho 83851. Rent shall be paid in advance on or before the first day of each month.

Payments made as rent will be applied at CDTHA Discretion to any outstanding balances which may include rent, utilities, maintenance, or any other balances owed. **The CDTHA retains the right to accept partial payments after a delinquency notice or termination notice has been issued. CDTHA's acceptance of any such partial payments does not constitute a waiver of CDTHA's rights under any such notice.**

B. Security/Cleaning Deposit: Lessee agrees to pay a security/cleaning deposit in the total amount of **\$150.00** for seniors in the Seniors Complex apartments.

Upon termination of this Lease, release of said deposit is subject to the following terms and conditions:

1. A written thirty (30) day notice to vacate.
2. At the time of termination there is no damage to the property beyond ordinary wear and tear, and the property is in the same condition of cleanliness;
3. The inspection form, made a part of this agreement, will be used to determine the condition and cleanliness of the premises at the beginning and termination of the tenancy;
4. There are no unpaid late charges, delinquent rents, or any other unpaid charges;
5. All keys must be returned, as charges will continue until the CDTHA has possession. In the event keys are not returned, written notice must be submitted explaining that the keys are lost and that the premises will be vacant as of a specific date.
6. All debris, rubbish and discards are placed in proper disposal containers;
7. Forwarding address left with Lessor;
8. The deposit or remainder, if any, after any required cleaning and repair, will be refunded within ninety (90) days, contingent upon no unforeseen circumstances, by check made payable to each person signing this agreement, and mailed to the forwarding address.

C. A schedule of typical charges to Residents for maintenance and repair beyond normal wear and tear shall be posted in the CDTHA office and incorporated into this lease agreement by reference. Charges are due and payable on the date stated in the notice in which the charge is made, but not later than thirty (30) days after mailing of the notice. All charges other than rent will be added to the monthly rental payment. Failure to repay all amounts owed is grounds for termination.

D. Late Charges: If the required rental payment and any other charges to the account are not received by close of business on the **10th** day of the month, CDTHA staff will issue a Delinquency Notice, sent by regular mail, and a **\$15** fee will be added to the amount due. Continued delinquencies will be assessed charges in accordance with the CDTHA Collection and Eviction Policy.

E. Returned Checks: Any returned check will result in a service charge of \$25.00 being added to the Lessee rental account. The CDTHA reserves the right to refuse to accept further personal checks from the Resident after one personal check has been returned as a result of insufficient funds.

F. Key Deposit: Resident agrees to pay a \$10.00 nonrefundable key deposit for each key, to be paid upon signing the CDTHA Lease. Additional keys may be purchased at the CDTHA office for a nonrefundable fee of \$10.00 per key.

G. Upon termination, any fees or deposits collected by the CDTHA will be applied first to any outstanding balances owed by the Lessee.

## VI. UTILITIES

A. Lessee shall be responsible for arranging and paying for all utility services required on the premises, including water, sewer, solid waste assessment, and propane gas and electric charges. Promptly upon execution of this lease, Lessee shall furnish to the Lessor evidence that all arrangements with the proper utility companies for inception of service in Lessee name have been completed.

B. Failure on the part of the Lessee to provide all the necessary utility services, including payment for utilities or deposits for utility services, during any part of the term of this Lease is grounds for termination of the Lease.

## VII. DRUG TESTING

Any random or selection process applied by the Lessee which requires drug testing by the Lessee will be performed at the Lessee's expense. Failure to comply with the drug testing requirement will result in termination of the Lease.

## VIII. OCCUPANCY

A. Lessee agrees that only the following persons listed below will be permitted to occupy the unit. Management must be immediately notified if changes to the household should occur. Occupancy by any persons is subject to the eligibility requirements of the CDTHA Low Rent Program, including drug testing. Eligibility **MUST** be certified **PRIOR** to any additional persons taking occupancy.

Resident agrees that the persons identified below are the only persons who will reside at the leased premises:

Family Member Name	Relation	Social Security #	Date of Birth
Last Name, First Name	Head		

B. The Lessee shall have the right to exclusive use and occupancy of the leased premises. Guests or visitors of the Lessee may be accommodated no longer than a period of **two (2)** weeks. A guest means a person in the unit with the consent of the Lessee. If any visit will extend beyond one week, the Lessee must notify the CDTHA, stating the reasons for the extended visit, which must be authorized in writing by the CDTHA. Failing to notify CDTHA is a serious violation and constitutes cause for immediate termination.

## IX. INCOME ELIGIBILITY AND CERTIFICATION

Only low income families are eligible for entry into the CDTHA Low Rent Program. Low income families cannot exceed 80% of median income in accordance with the HUD national **median** income guidelines **as amended annually by HUD**.

Families who are moderate and above income either during their tenancy or at the time of application are not eligible for the same benefits as low income families and must have their rental payment recalculated in accordance with the CDTHA policy for non-low income families. Monthly lease payments will be calculated as follows:

- A. Families who are moderate income will be charged the Fair Market Rent published by HUD in the Federal Register.
- B. Families who are above moderate income will be charged the Fair Market Rent established by the CDTHA.

All families must comply with the following:

- A. Lessee has been certified as being income and program eligible for the CDTHA Low Rent Program and has signed an Income Certification Form attesting to his/her income eligibility.
- B. The Lessee agrees to provide any documentation required by the CDTHA to verify annual income and other eligibility requirements.
- C. The Lessee's failure to provide accurate information, intentionally or unintentionally, regarding income and eligibility requirements or refusal to comply with a request for information within the time allowed shall be deemed a violation of substantial obligation of his or her tenancy and constitute cause for immediate termination.

## **X. REDETERMINATION OF INCOME AND OTHER ELIGIBILITY REQUIREMENTS**

A. At least once each year the CDTHA will request in writing that the Resident furnish required information at a designated location in person in order for the CDTHA to reexamine the income and program eligibility of the Resident's family.

B. Lessee agrees to furnish Lessor, once each year or more often as requested by Lessor, accurate documentation as required by the CDTHA concerning income, employment, assets, and family composition for use by Lessor in determining whether and to what extent rent should be adjusted and whether Lessee continues income and program eligibility for the CDTHA Low Rent Program. A failure to meet with CDTHA staff or to provide accurate and complete information within **fourteen (14) days** of the request is grounds for termination of this Lease Agreement, **and rent will automatically be adjusted to reflect either the federal Fair Market Rent for the area as published in the FEDERAL REGISTER** for moderate income families or the Fair Market Rent as

established by the CDTHA for above income families or the CDTHA ceiling rent for low-income families.

C. Lessee may request an adjustment in rent based on a change in income.

D. Lessee agrees to cooperate with the CDTHA staff in documenting their eligibility. If changes to the household status occur at any time, Lessee agrees to immediately notify CDTHA staff. This includes, but is not limited to, changes in:

1. household members/occupants, extended guests,
2. income or assets,
3. full-time student status,
4. need for a live-in care attendant.

Failure of the Lessee to immediately report all material changes in income, employment, assets, and family composition shall constitute grounds for termination of this agreement.

E. Upon request, Resident agrees to complete the certification process. This includes an interview with management to determine continued Program eligibility, verification of all income, asset and other eligibility information and signing a new Income Certification Form. Resident is responsible for providing all information requested that CDTHA deems necessary to determine income and program eligibility. Occupancy is subject to continuing eligibility under the CDTHA Low Rent Program requirements.

F. Lessee shall report all material changes in income, employment, assets, and family composition within thirty (30) days of such change and such failure to so report shall constitute grounds for termination of this agreement.

G. If it is found that Lessee now or hereafter misrepresents, **intentionally or unintentionally**, to Lessor his income, employment, assets, or family composition, then such misrepresentation shall constitute grounds for termination of the lease agreement

## **XI. RENT SIZE & ADJUSTMENTS**

A. In the event of any rent adjustment, Lessor will provide a Notice of Rent Adjustment to Lessee.

B. If a change in income reported prior to the 15<sup>th</sup> of the month results in a decrease in rent, the new rent will become effective the first of the month in which it was reported.

C. If a change in income reported after the 15<sup>th</sup> of the month results in a decrease in rent, the new rent will become effective the first of the subsequent month.

D. If a change in income results in an increase in rent, the new rent will become effective on the first day of the 2<sup>nd</sup> month following the change in income.

E. If it is found that Lessee now or hereafter INTENTIONALLY OR UNINTENTIONALLY misrepresented to Lessor his income, employment, assets, or family composition, then in the event of an increase the rent will be adjusted retroactive to the date of the prior determination and is grounds for termination of this agreement. In the event of a decrease, the rent will be adjusted to the date in which it is reported.

F. Should Lessor determine that the size of premises is insufficient for or exceeds Lessee family composition in accordance with the Occupancy Standards adopted by the CDTHA, Lessor shall notify Lessee that this agreement will be terminated when an appropriate size unit is or becomes available.

## **XII. CONDITION OF PREMISES**

Lessee stipulates that he has examined the premises, including the grounds, buildings, improvements and appliances, and that they are, at the time of this Lease, in good order, good repair, safe, clean and tenable condition and accepted the same AS IS, AND WITH ALL FAULTS. The Move-In Inspection form, made a part of this agreement by reference, will be used to determine the condition and cleanliness of the premises at the beginning and termination of tenancy.

## **XIII. MAINTENANCE AND REPAIR**

A. Lessee will, at his sole expense, keep and maintain the leased premises, including the grounds, storage units, improvements and appliances in good order, good repair, safe and clean and sanitary.

B. Lessor shall make all necessary repairs, alterations and improvements to the dwelling with reasonable promptness at its own cost and expense, except for any repair due to Lessee's misuse, waste, or neglect, or that of Lessee's employee, family, agent, or visitor, which shall be billed to Lessee by an itemized statement. Charges are due and payable on the date stated in the notice in which the charge is made, but not later than 30 days after delivery of the notice. **Such charges will be billed by the Lessor as additional rent.**

C. Lessee shall notify Lessor promptly of all known need for repairs and of any known unsafe conditions in the common areas and grounds of the project, which may either lead to damage or to injury.

D. Such damage, due to Lessee's misuse, waste, or neglect, or that of Lessee's service contractor, family, agent, or visitor is grounds for termination of this agreement.

E. Lessee shall notify Lessor promptly of any condition requiring repair. If the Lessee fails to notify the CDTHA in an expeditious manner, the CDTHA shall have the work done, and charge the cost thereof to the Lessee.

F. Any work performed by the CDTHA shall be documented by a work order stating the

nature of and charge for the work.

#### **XIV. HOUSEKEEPING STANDARDS**

In an effort to improve the livability and conditions of the units owned and managed by the CDTHA, uniform standards for resident housekeeping have been developed for all resident families.

- A. CDTHA Responsibility: The standards that follow will be applied fairly and uniformly to all residents. The CDTHA will inspect each unit **at least annually**, to determine compliance with the standards. Upon completion of an inspection, the CDTHA will notify the Lessee in writing if he/she fails to comply with the standards. The CDTHA will advise the Lessee of the specific correction(s) **the CDTHA will perform and those that the Lessee will be required to perform** to establish compliance, and indicate whether or not mandatory counseling is required. Within a reasonable period of time, the CDTHA will schedule a second inspection. Failure to comply with (3) three requests for unit inspection within 30 days will constitute a violation of the Lease terms and is grounds for termination of the Lease and may result in eviction. Training will be available at no cost to the Lessee requesting or needing assistance in complying with the Housekeeping Standards.



B. Lessee Responsibility: Lessee is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and can result in eviction.**

C. Housekeeping Standards: Inside the Unit

General-

- Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- Floors should be clean, clear, dry and free of hazards
- Carpets should be cleaned by regular vacuuming and shampooing
- Ceilings should be clean and free of cobwebs.
- Windows should be clean and not nailed shut with shades or blinds intact.
- Woodwork should be clean, free of dust, gouges, or scratches.
- Doors should be clean, free of grease and fingerprints, with functional locks.
- Heating units should be dusted and access uncluttered.
- Trash shall be disposed of properly and not left in the unit.
- Entire unit should be free of rodent or insect infestation.

Kitchen-

- Stove should be clean and free of food and grease.
- Refrigerator should be clean. Freezer door should close properly and gaskets should be clean.
- Cabinets should be clean and neat. Cabinet surfaces and counter top should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- Exhaust fan filters should be free of grease and dust.
- Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- Food storage areas should be neat and clean without spilled food.
- Trash/garbage should be stored in a covered container until removed to the disposal area.

Bathroom-

- Toilet and tank should be clean and odor free. Condensation should be wiped regularly.
- Tub and shower should be clean and free of excessive mold and mildew. Where applicable, shower curtains should be in place, and of adequate length.
- Sink should be clean.
- Vanities should be kept clean and free of water leakage.
- Exhaust fan should be free of dust.
- Floor should be clean and dry.

Storage Areas-

- Linen closet should be neat and clean.
- Other closets should be neat and clean.

- No highly flammable materials should be stored in the unit.
- Other storage areas should be clean, neat and free of hazards.

D. Housekeeping Standards: Outside the Unit

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of the Lessee:

- Yards are to be free of debris, trash, and inoperable vehicle and vehicle parts. Exterior walls should be free of graffiti.
- Porches (front and rear) should be clean and free of hazards. No items are to be stored on the porch. Porch furnishings shall not impede access to the unit.
- Steps (front and rear) should be clean and free of hazards.
- Sidewalks should be clean and free of hazards.
- Storm doors should be clean, with glass or screens intact.
- Hallways should be clean and free of hazards.
- Yards are to be maintained at the Lessee's expense; including lawn mowing.
- Laundry areas should be clean and neat. Remove lint from dryers after use.
- Utility room should be free of debris, motor vehicle parts, and flammable materials.

## **XV. ALTERATIONS AND IMPROVEMENTS**

- A. Lessee shall make no alterations to the buildings on the premises, or construct any building or make other improvements on the premises, including painting of the interior or exterior, without the prior, express and written consent of Lessor.
- B. All alterations, changes, and improvements built, constructed or placed on the premises by Lessee, with the exception of fixtures removable without damage to the premises, and removable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the premises at the termination of this Lease.

## **XVI. RIGHT TO INSPECTION**

1. A. Lessor's agents shall have the right at all reasonable times during the term of this lease to enter the premises without notice for the purposes of inspecting the premises and all buildings and improvements thereon to verify that Lessee is meeting his maintenance and housekeeping, to provide maintenance and housekeeping counseling, and to ensure program compliance. In the event that the Lessor accesses the Lessee's premises without prior notice, Lessor will promptly notify Lessee in writing of the date, time and purpose of such entry.
2. B. Lessee's refusal to allow Lessor to enter the premises and all buildings as herein set forth is grounds for termination of this agreement.

## **XVII. EDUCATION/COUNSELING**

1. As a condition of continued participation in the CDTHA housing programs, Lessee will attend and satisfactorily complete Housing Education / Counseling provided by CDTHA in accordance with the CDTHA Housing Counseling Policy.
2. If Lessor deems it advisable or necessary, Lessee will attend as many one-on-one Housing Education/Counseling sessions as CDTHA requires to meet the requirements with respect to property maintenance, housekeeping standards, financial management, and such other matters as may be appropriate.
3. Failure to comply with the Housing Education/Counseling requirements is grounds for termination.

## **XVIII. ANIMALS**

Lessee shall keep no domestic or other animals on or about the leased premises without the prior, express and written consent of Lessor. Lessor reserves the right to remove unapproved, vicious, unattended, or unrestrained animals at Lessee's expense.

## **XIX. VEHICLES, VEHICLE PARTS & DEBRIS**

Lessee agrees to park only in carports, garages, and on driveways and parking pads. Parking on the grass is prohibited. Vehicle registration is required for all vehicles owned by the Lessee. Unauthorized vehicles or vehicles which are in disrepair which have remained marked for any prolonged period will be tagged for removal with seven days' notice. Towing will be at Lessee's expense.

Lessee also agrees not to keep damaged or otherwise unusable, vehicle parts, appliances, furniture, animals, or animals parts, or other debris, on the premises. Any such items may be removed by Lessor at Lessee's expense.

## **XX. CDTHA POLICIES**

The Lessee is subject to the policies of the CDTHA Low Rent Program as they now exist or as they may hereafter be amended. Violation of the same is grounds for termination of this agreement.

## **XXI. RISK OF LOSS/INSURANCE**

Lessor shall provide fire and other peril insurance on the premises, however, Lessor shall not be responsible for the loss of Lessee's property by fire, theft or any other reason. **IT SHALL BE THE SOLE RESPONSIBILITY OF LESSEE TO OBTAIN FIRE AND other peril INSURANCE COVERING THEIR PERSONAL PROPERTY. In the event of any loss, the Lessee shall pay the insurance deductible. In the event of any theft resulting in damage to the premises, the Lessee shall file a police report and shall pay for all damages.**

## **XXII. QUIET ENJOYMENT**

Lessor covenants that on paying the rent and performing the covenants contained in this Lease Agreement, Lessee shall peacefully and quietly have, hold, and enjoy the premises for the agreed term, except for serious or repeated violation of the terms of this lease or applicable Federal, Tribal, State, or Local laws.

## **XXIII. FIRE**

IT IS FURTHER AGREED that in the event said premises shall become untenable by reason of fire or other casualty, this Lease shall terminate and each party shall be relieved of all future liabilities hereunder.

## **XXIV. ASSIGNMENT AND SUBLETTING**

Subletting and assignment of this lease are not permitted.

## **XXV. TRANSFERS**

No transfers will be permitted unless construction rehabilitation plans necessitate such a move as determined by the CDTHA.

## **XXVI. DEFAULT**

A. In the event of the default of any material provision of this lease by the Lessees (and each covenant, provision, term and condition herein is considered a material provision and a consideration for the execution of this lease, and time is of the essence of each and every of the foregoing), the Lease, at the option of Lessor, shall terminate and be forfeited and Lessor shall be entitled to possession of the premises. Lessee shall be given thirty (30) days written notice of any default or breach, and shall have thirty (30) days from service of said notice within which to cure or correct said breach, except for a breach as described in Sections II and IV which cannot be cured. If the default or breach (except for Sections II and IV) is not cured within thirty (30) days, Lessor may

immediately terminate the Lease and bring an action for the Lessee's unlawful detainer and/or pursue any other remedy which may be available under the law or in equity.

B. With respect to any Notice hereunder Lessee is entitled prior to any court hearing or trial to examine any relevant documents, records, or regulations directly related to the termination or eviction.

## **XXVII. ABANDONMENT OF PERSONAL PROPERTY**

Upon expiration of the term of this lease or earlier termination the CDTHA may dispose of any item of personal property abandoned by the Lessee in any manner deemed suitable by the CDTHA. Proceeds, if any, after such disposition, may be applied to the payment of amounts owed by Lessee to Lessor.

## **XXVIII. NOTICES**

Any notices or demand to be given, served, or made shall be validly and sufficiently given, served, or made, if from the Lessor to the Lessee, if the same is deposited in the United States mail, by certified mail, return receipt, postage prepaid, addressed to the Lessee at: \_\_\_\_\_ **(Lessee's Mailing Address)**; and, if from the Lessee to the Lessor, if the same is deposited in the United States Mail, by certified mail, return receipt, postage prepaid, addressed to the Lessor at: **PO Box 267, 1005 8<sup>th</sup> Street, Plummer, Idaho 83851**. The service of such notice shall be deemed complete by the said deposit thereof in the United States Mail as aforesaid. Either party may, by notice to the other in writing, designate a different place to which notices shall be sent.

## **XXIX. WAIVERS**

No waiver by the Lessor of any term, covenant or, condition of this lease shall be construed as a continuing waiver thereof, nor a waiver of any other term, covenant, or condition of this lease. Each and every default on the part of the Lessee shall be considered a separate and a new breach of the lease, irrespective of whether or not other defaults exist at that time.

## **XXX. ATTORNEY FEE & COSTS**

In the event of the necessity of legal process to enforce any covenant of this lease to be performed on the part of either Lessor or Lessee, the prevailing party in such suit shall be entitled to receive from the losing party a reasonable sum as attorney's fees in such action to enforce the covenants of this contract, and the Court in which judgment is rendered in suit or action shall fix the reasonable attorney's fees to be taxed as costs in such suit.

### **XXXI. LESSEE'S PROPERTY**

Any property belonging to the Lessee and subject to removal by them shall be removed not later than the date of the termination of the Lease. A failure to so remove said property, or any part thereof, as aforesaid, shall forfeit the Lessee's right to remove the same, and such property so remaining, and the whole thereof, shall belong to and be retained by the Lessor.

### **XXXII. MODIFICATION**

Modifications of this Lease must be accompanied by a written rider to the Lease executed by the CDTHA and the Lessee, except for rent determinations, eligibility for CDTHA Low Rent Program, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, and rules, regulations, and policies which are incorporated in the Lease by reference.

Matters incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the CDTHA office and a copy shall be furnished to Lessee on request. If such schedules, rules and regulations are modified materially, the CDTHA shall give at least 30-day written notice to each affected Lessee setting forth the proposed modification, the reasons therefore, and provide the Lessee an opportunity to present written comments which shall be considered by the CDTHA prior to the effective date of the proposed modification.

### **XXXIII. NUMBER AND GENDER**

Whenever used in this Lease Agreement, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

### **XXXIV. GOVERNING LAW**

This agreement shall be interpreted and construed in accordance with and governed by the laws of the Coeur d'Alene Tribe. The parties further agree that any action which may be brought as a result of this agreement shall first be in the Coeur d'Alene Tribal Court.

### **XXXV. SEVERABILITY**

If any portion of this agreement shall be found to be void or unenforceable, it shall in no way effect the validity and enforceability of any other provision hereof. If any portion of this Lease Agreement shall be found to be in conflict with any of the provisions of the CDTHA policies as they now exist or as they may hereafter be revised or added to by the CDTHA, the provisions of the CDTHA policies shall prevail.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, and by their signature below, the Lessee certifies that the terms of this Lease have been read and explained by the Lessor and are understood by the Lessee.

\_\_\_\_\_  
**LESSEE** **DATE**

\_\_\_\_\_  
**CDTHA Counselor/Preparer** **DATE**

\_\_\_\_\_  
**Executive Director, CDTHA** **DATE**

<b>ATTACHMENTS PROVIDED EXISTING RESIDENTS</b>	<b>LESSEE(S) SIGNATURE OF RECEIPT</b>
Maintenance Policy	
Housing Counseling Policy	
Move-In Inspection Checklist	
Move-Out Preparation Checklist	
Drug Policy	
Copy of Lease Agreement	

<b>ATTACHMENTS PROVIDED FOR NEW MOVE-INS</b>	<b>LESSEE(S) SIGNATURE OF RECEIPT</b>
Maintenance Policy	
Housing Counseling Policy	
Move-In Inspection Checklist	
Move-Out Preparation Checklist	
Drug Policy	
Copy of Lease Agreement	