

TE-MOAK TRIBE OF WESTERN SHOSHONE
HOUSING AUTHORITY

Doc# 3391

RECEIVED
2014 NOV 24 PM 2:01
TEMOAK TRIBE

November 18, 2014

Te-Moak Tribe of Western Shoshone
Administration Building
525 Sunset Street
Elko, Nevada 89801

RE: COURTESY REVIEW/ELKO ELDER COMPLEX LEASE

Dear Housing Participants, Tribal Leaders, and Tribal Entities:

Enclosed you will find a courtesy copy of the Te-Moak Housing Authority's Elder Complex Low Rent Lease that is currently out for review/comments, until the regularly scheduled BOC meeting on Thursday, December 18, 2014. After which, the proposed changes will go into effect.

Please feel free to make copies and distribute this courtesy copy of the Elder Complex Low Rent Lease to all parties interested.

Should you have questions or comments, please contact Te-Moak Housing Authority at: 775/738-9238, or stop by 504 Sunset Street Elko, Nevada 89801.

Sincerely,



Jody A. Abe, Client Service Counselor



La Donna K. Leyva, Occupancy Specialist

Enclosure

Cc: Tribal Entities

Tribal Leaders

Housing Participants

TE-MOAK HOUSING AUTHORITY
ELDER COMPLEX - LOW RENT LEASE

Name of Tenant _____

Account No. _____ Unit No. _____ No. Bedrooms _____

Address _____

Mailing Address _____

Monthly Rent: \$ _____ Effective Date _____

The Te-Moak Housing Authority (Lessor) leases to, _____
(Tenant), the unit described above under the terms and conditions stated within this Lease.

DEFINITIONS:

Lessee: The person (tenant) who leases property from the Lessor.

Lessor: The Te-Moak Housing Authority.

Elder: Elderly family means a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one live-in aide. (24 CFR 5.403)

Abandoned: When the Tenant vacates the property for more than (15) days without prior notice to the Lessor and fails to use the home as a place of residence for his/her family, or fails to use the home as the place of primary residence.

Normal Wear and Tear: Normal wearing of the home due to regular usage of the leased property over time; deterioration through non-abusive or intentional damage; normal aging,
Page 1 of 12

Draft Lease for the Elder Complex presented on 11/07/14 to the TDHE BOC for approval. Out for Courtesy Review/comments until BOC Regular Meeting on December 18, 2014.

fading, or decaying.

Emergency: Action or activity that places the home in immediate danger or damage; an unforeseen combination of circumstances that results immediate action; an urgent need for assistance or relief.

Eligibility for Cap Rental Payment. Resolution 00-TMHA-38 states that Te-Moak Housing Authority would like to ensure that each senior citizens (62 years of age and older) who is the head of household or whose spouse is a senior citizen can live comfortably with an affordable rent; the senior citizen has no other family member residing in the household who is under the age of 62 years of age; and the TDHE's Board of Commissioners, hereby caps the rental payment for the senior citizens, head of household and /or spouse age 62 years of age in the low rent program to maximum rent payment of \$25.00. that the senior household will receive the cap payment of \$25.00 as long as the household composition remains with only senior citizens residing in the home.

- a. Tenants residing in the Elko Elder Complex must not have a home in any other constituent band area, or record of any homeownership anywhere.

1. **TERM OF LEASE**

This Lease is for a period of one (1) calendar month.

2. **RENEWAL OF LEASE**

This Lease shall be renewed, provided the Tenant is not in default of the Lease upon the expiration of the existing term of the current Lease, a new Lease will be executed at the end of one (1) year, upon the same terms and conditions of the existing lease, except for the minimum rent to be paid, and provided further, the Tenant remains eligible for housing. If the Tenant is in default of the Lease, upon the expiration of the term of the current Lease, a new Lease, at the option of the Lessor, will not be offered to the Tenant and the Lessor may seek to have the Tenant removed from the Premises according to Housing Authority policies and procedures.

- a.) The submittal of false information or the refusal to submit information required shall be sufficient cause for TMHA to revoke existing Lease immediately.

3. **MEMBERS OF HOUSEHOLD**

Occupancy of the above unit is limited to the Tenant and the following other member of the Tenant's household:

(Head of Household)

(Other)

(No more than two (2) persons including the head of household shall reside in a unit at the Elder Complex. The Head of Household must meet the eligibility for admission into the Elder Complex, any other person listed must be a spouse to share the studio living space provided at the Elder Complex.

4. PAYMENTS DUE UNDER THIS LEASE

a. Rental Payments

- 1) The monthly rent of \$ _____ is due on or before the 1st day of each month beginning with move-in and pro-rated as applicable.
- 2) The Monthly fee for Water billed by Elko Municipal water of \$ _____ is due on or before the 1st day of each month beginning with move-in and pro-rated as applicable.

This monthly rent may change for reasons stated in Part 5 of this Lease.

- 3) If this Lease is terminated by the Tenant's giving thirty (30) days written notice of termination after the first of the month, the Tenant must make the regular rental payment on the first of the following month. The liability for rent while the Tenant remains in possession after the first of the following month shall be computed on a daily basis from the first of that month to and including the day the Tenant and the members of the Tenant's household vacate the premises by removing all of their possessions there from. If the Tenant vacates without giving thirty (30) days written notice, Tenant shall be liable for the rental payment due on the first of the month after the Tenant vacates the premises and for an additional payment determined by multiplying the daily rental amount by a number computed by subtracting the number of days remaining in the month following the date that the Tenant vacated the premises.
- 4) **If an applicant has an outstanding debt they will be disqualified for a unit for 12 months after the debt is paid. (See page 11, 18. OUTSTANDING DEBT.)**

b. Utilities

Tenant must procure water, electricity, and gas for the unit and continuously provide those utilities to the unit throughout Tenant's occupancy. Lessor shall have the right to terminate this Lease if water, electric, gas service is terminated at any time due to any act or omission of Tenant. Tenant is responsible for paying the full cost of utilities used. Lessor is not responsible for the provision of utilities and shall have no liability, if Tenant fails to obtain any utility service. Failure of Tenant to receive utilities shall not excuse Tenant's rental obligations under the terms of this Lease.

c. Maintenance and Repair Charges

Tenant shall pay such charges for the repair of those damages, work done and the agreed upon cost with a signed agreement between the tenant and staff. This will be done through the TMHA Work Order **with the form number used as identification** and will reflect the referral. These charges will apply to damages which are beyond normal wear and tear to the unit, facilities or common areas, extermination made necessary by the actions or neglect of Tenant, members of the household or guests. **The bill shall specify the damages, work done and the cost, and be agreed upon by both parties. Completion of project shall be signed by both parties as well.** Payment shall be due on the first day of the first month following the month in which the charges are incurred. (For example, if repair is made in January, then Tenant's payment is due the first day of February). **(See section 18. OUTSTANDING DEBT.)**

d. Security Deposit

Tenants shall pay **\$75.00** as a security deposit. This payment shall be made at the time the Tenant takes possession of the premises. The security deposit shall not be used to pay rent or other charges while Tenant lives in the unit. The security deposit shall be used by the Lessor at Lease termination to pay for the cost of repair of damages including cleaning (other than for ordinary wear and tear) to the unit, facilities, and common areas caused by Tenant, members of the household, or guests. The security deposit shall also be used by the Lessor to pay any rent or other charges owed by Tenant at Lease termination. Lessor shall refund the security deposit or any balance of the deposit within fourteen (14) days after Tenant vacates the unit. Keys will be supplied upon occupancy, but must be returned to the Te-Moak Housing Authority upon termination of this Lease. Changing the locks on the unit or duplication of keys is prohibited.

5. REDETERMINATION OF RENT, APARTMENT SIZE AND ELIGIBILITY

a. Changes in Household

Tenants shall report the following to Lessor within thirty (30) days of their occurrence:

- 1) Any change in the household composition (such as changes in the number of persons in the household).
- 2) **Any adult added** to household shall sign a Certification Form for criminal history and the Consent to release information for TMHA to verify the income and other eligibility requirements. Failure to do so could result in lease termination.
- 3) The beginning or termination of receipt of any income, by any member of Tenant's household.

b. Determinations of Rental Amounts

All determinations referred to in this Section 5, shall be made in accordance with the Te-Moak Housing Authority's approved policies governing Admission To and Continued Occupancy.

c. Regular Redetermination

Lessor shall determine:

- a. Whether Tenant's rent should be changed.
- 1) The regular determinations referred to in this Section 5, Paragraph c, 1), shall occur:
 - a. Upon occupancy; and,
 - b. Once each year thereafter.
- 2) As requested by the Lessor at the time specified in this Section, Paragraph 2), Tenant shall provide accurate information to the Lessor as to:
 - a. Composition of household (i.e. number of people in Tenant's household, their social security number, age and sex).
 - b. The verification source and amount of income received by everyone in Tenant's household.

d. Interim Redetermination

- 1) The rent shown in Section 4. PAYMENTS DUE UNDER THIS LEASE or as adjusted according to this Section, Paragraph c), shall remain in effect during the period between regular re-determination unless Tenant reports or the Lessor obtains information or has reason to believe that a change in household circumstances has occurred (such as an increase or decrease in income), which indicates that the Tenant's rent should be adjusted in accordance with the Te-Moak Housing Authority's policies governing Admission To and Continued Occupancy.
- 2) If Te-Moak Housing Authority determines that a change in Tenant household circumstances has occurred, Tenant's income and family composition shall be redetermined. If the redetermination indicates that the Tenant's rent should be adjusted in accordance with the Te-Moak Housing Authority's policies governing Admission To and Continued Occupancy, Tenant's rent shall be appropriately adjusted.

- 3) In the event that Tenant's rent is reduced in accordance with this Section, Paragraph d), Tenant shall within thirty (30) days of occurrence report any further changes in family circumstances (such as an increase in income) which occur before the next regular redetermination.

6. TENANT'S RIGHT TO USE AND OCCUPY

Tenant's household has the right to exclusive use and occupancy of the unit. This right includes having guests stay in the unit up to two (2) weeks. ~~or a longer period as approved by the Lessor.~~

Tenant shall inform the Lessor of their absences from their unit if more than ten (10) consecutive days.

7. MANAGEMENT'S OBLIGATIONS

The Lessor is obligated to:

- a. Maintain the unit, facilities, and common areas in a decent, safe, and sanitary condition;
- b. Comply with the requirements of the applicable building codes, housing codes, and regulations of the U.S. Department of Housing and Urban Development (HUD), materially affecting health and safety;
- c. Make necessary repairs to the premises;
- d. Keep facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- e. Maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating, and other facilities, and appliances, supplied by the Lessor as identified in Section 4, Paragraph c).

8. OBLIGATIONS OF TENANT, MEMBERS OF HOUSEHOLD AND GUESTS

Tenant is obligated to comply with the following rules. Tenant is also responsible for causing members of the household and guests to comply with the following:

- a. Not to assign the Lease or sublease the unit;
- b. Not to provide housing for boarders or lodgers;
- c. To use the unit solely as a **primary** place to live.

- d. To abide by necessary and reasonable regulations established by the Lessor for the benefit and well-being of the community and the tenants. These rules are posted in the Te-Moak Housing Authority office and are incorporated by reference in this Lease;
- e. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- f. To keep the unit in a decent, safe and sanitary condition;
- g. To dispose of all garbage, rubbish, and other waste from the unit in a sanitary and safe manner;
- h. To use in only a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities in common areas;
- i. To refrain from scattering rubbish, destroying, defacing, damaging, or removing any part of the unit;
- j. To pay reasonable charges (other than for ordinary wear and tear) for the repair of damages to the unit, project building, facilities or common areas caused by Tenant, members of the household or guests;
- k. To conduct himself/herself and cause other persons who are in the unit or in the common areas of the project with Tenant's consent to conduct themselves in a manner, which will not disturb neighbors (including those neighbors who are not tenants of Te-Moak Housing Authority) peaceful enjoyment of their housing and which will be conducive to maintaining the project in a decent, safe, and sanitary condition;
- l. To refrain from illegal or other activity which impairs the physical or social environment of the project;
- m. To refrain from any drug-related criminal activity on the premises and to prevent members of the Tenant's household or any guest from engaging in such activity. For purposes of this Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute or use, of a controlled substance.
- n. Not to make any repairs or alternations or install any equipment or to use a water bed without the prior written consent of the Lessor.
- o. Not to create (by act or omission) or permit to exist any condition to the premises which results in risk to the health or safety of a person or damage to property.

p. To immediately report to Lessor any vandalism to the premises and any need for repair or replacement of the premises.

q. **Not to have any pets in the Elder Complex.**

9. **GROUNDS MAINTENANCE**

TMHA shall maintain grounds and landscaping adjacent to the unit.

10. **HAZARDOUS DEFECTS**

Tenant shall take every care to prevent fire, household drug pollution, not to keep gasoline, solvent, or other combustible, toxic contaminated materials or substances in the unit, and to exercise particular caution with respect to children playing with matches. If the unit is damaged:

- a. Tenant shall immediately notify Lessee of the damage.
- b. The Te- Moak Housing Authority recognizes that Household Drug Pollution may cause serious health problems for its tenants. Therefore in an attempt to protect our tenants from Household Drug Pollution our Housing Authority reserves the right to test a home prior to and/or after tenant occupancy. We also reserve the right to test a home if reasonable suspicion exists which indicates that drugs are currently being used, sold, or manufactured in a home.
- c. Lessor shall be responsible for repair of the unit within a reasonable time. If the damage is caused by Tenant, members of the household or guest, Tenant shall pay all cost(s) of damage and repairs.

11. **INSPECTION AND ACCESS**

- a. Before move-in, the Lessor and Tenant shall inspect the unit. The Lessor shall give Tenant a written statement of the conditions of the unit and the equipment provided with the unit. The statement shall be reviewed by Tenant and signed by Lessor and Tenant.

At move in new participants will be required to follow this inspection schedule as follows:

- Move-in inspection
- 30 day follow up inspection
- 3 month inspection
- 6 month inspection
- 12 month inspection

b. When Tenant moves out, Lessor shall inspect the unit and furnish Tenant with a written statement of any charges for repairs beyond normal wear and tear for which Tenant is responsible. Tenant may participate in such inspection unless Tenant leaves without giving proper notice.

c. The Lessor may enter Tenant's unit as follows:

1) For the purpose of performing routine inspections and maintenance, for making improvements or repairs, or for showing the unit for re-leasing.

The Lessor shall provide Tenant with two (2) days written notice stating the purpose of its entry to the unit. Lessor entry for these purposes shall be between the hours of 8:00 a.m. and 5:00 p.m.,

2) The Lessor may enter the premises at any time without advance notification when there is reasonable cause to believe an emergency exists, and;

3) If all adult members of the household are absent at the time of entry, Lessor shall leave in the unit a written statement specifying the date, time, and purpose of entry.

12. NOTICES

a. Except for inspection notices and as otherwise provided in the Te-Moak Housing Authority's policy governing Low Rent Admissions and Occupancy Policy, Collections and Compliance Policy, any notice to Tenant from Lessor shall be in writing, delivered personally to Tenant or to an adult member of Tenant's household, or sent by prepaid first class mail properly addressed to Tenant.

b. Any notice Tenant gives to Lessor shall be in writing, delivered to the Te-Moak Housing Authority office or deposited in the United States postal mail system to the Te-Moak Housing Authority.

c. All notices shall be deemed given and received when personally delivered or when deposited in the United States mail.

13. TERMINATION OF LEASE

a) This Lease may be terminated by the Lessor or Tenant at any time by giving the other party thirty (30) days written notice in the manner specified in Section 12. NOTICE(S). Tenant shall leave the unit in a clean and good condition, except for reasonable wear and tear, and return the keys to the Te-Moak Housing Authority office when Tenant moves out.

- b) If, through any cause, a signer of the Lease ceases to be a member of the Tenant's household, this Lease shall terminate. **In the event the cause is death, any outstanding debt shall be collectible through other means**
- c) If Tenant transfers to another unit operated by the Lessor, this Lease shall terminate and a new Lease shall be executed for the unit into which the Tenant moves. Provided there are no outstanding charges in effect from previously occupied unit.
- d) Lessor may terminate or may choose not to renew the Lease for Tenant's violation of material terms of the Lease and Policies of the Te-Moak Housing Authority.
- e) Lessor shall give Tenant written notice of termination of the Lease:
 - 1) In accordance with its policy governing Collections and Compliance as it presently exists or as it may be amended from time to time.
 - 2) Thirty (30) days' notice in all other causes.
 - a. Lessor may extend termination date up to fifteen (15) days, and shall be based on Tenant's good standing with this Lease.
- f) Lessor shall give the Tenant written notice per the Collection and Compliance Policy when there is a breach of this Low Rent Lease. However, in the Low Rent Admissions and Occupancy Policy in the Chapter 10, 10-1 Termination – "The Housing Authority shall have the right to automatically terminate the lease for any type of proven through court disposition, drug or criminal activity or other violations., including conditions imposed on to the tenant or any other member of the household which are not able to be brought into compliance in accordance to the Collection and Compliance Policy as written. The Low Rent Lease is a renewable month to month lease, giving the housing authority the right to automatically terminate the lease after giving a (30) thirty –day written notice. "

14. ABANDONMENT OF PROPERTY

Lessor shall determine the unit abandoned if there is reason to believe Tenant is not physically residing in the unit, rent or utilities is delinquent, or mail is consistently returned. An abandonment determination will be made after Lessor has thoroughly investigated the Tenant's situation. Any of Tenant's remaining personal property shall be disposed of by the Te-Moak Housing Authority.

15. WAIVER OF LEASE PROVISIONS

The Lessor does not give up any of its right to enforce the provisions of this Lease unless

it does so in writing. For example, the Lessor does not give up its right to pursue an eviction action if it collects rent knowing that Tenant has not fulfilled Tenant's responsibilities under this Lease as identified in Section 8. OBLIGATIONS OF TENANT, MEMBERS OF HOUSEHOLD AND GUESTS.

16. GRIEVANCE PROCEDURE

All disputes about the Lease or concerning the responsibilities of Tenant, Tenant's household or Lessor shall be resolved in accordance with Te-Moak Housing Authority's policy governing Collections or Compliance, Grievance Procedure, as applicable, and as those policies may be amended from time to time. These policies are available for public view in the Te-Moak Housing Authority office and are incorporated in this Lease by reference. If the Low Rent Lease is terminated per Chapter 10 in the Low Rent Admissions and Occupancy Policy, Tenant and household members shall not have the right to grieve the termination.

17. PROVISION FOR MODIFICATION

- a. Changes to this Lease other than changes in Tenant rent amount and household Composition shall be by written addendum signed by both the Lessor and Tenant.
- b. Policies governing Admissions and Continued Occupancy, policy governing Collection and Compliance, Re-determination Schedule, and Grievance Procedure all incorporated into this Lease by reference may be changed from time to time by the Lessor. The Lessor shall give the Tenant thirty (30) days written notice setting forth the changes. A copy of such notice shall be personally delivered or deposited in the United States postal mail system.

18. OUTSTANDING DEBT

- a. If you have any outstanding debt with Te-Moak Housing Authority you shall not be eligible for a new lease.

By signing below, Tenant and Lessor enter into this Lease Agreement, which shall be effective on the date shown on the top of Page 1 of this Lease.

TENANT

DATE

TE-MOAK HOUSING AUTHORITY:

BY: _____

TMHA Executive Director

DATE

BY: _____

TMHA BOC/TDHE CHAIRMAN

DATE

COURTESY REVIEW