

SALISH AND KOOTENAI HOUSING AUTHORITY

CSKT CARES Housing Program

OCCUPANCY POLICY

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

The CSKT CARES Housing Program serves Confederated Salish and Kootenai Tribal (CSKT) Members who lack sufficient affordable housing due to the COVID-19 pandemic. The program objective is to prepare the renter to purchase the home when the Coronavirus Aid, Relief, and Economic Security (CARES) Act regulations allow.

Section 1: Execution of Lease

Upon selection for a rental manufactured/modular home, a CSKT Dwelling Lease will be entered into by the Housing Authority and the head of household prior to the head of household occupying the unit. An appointment will be scheduled for the orientation and execution of the lease. The term of the lease will be on a month-to-month basis beginning on the day it is executed by all parties. One copy of the executed lease will be given to the tenant and one copy will be kept in the tenant’s Occupancy Department file.

The lease must be current at all times and must be compatible with Housing Authority policies and Tribal and Federal laws and regulations. Amendments may be added from time to time when laws or regulations change. Tenants will be given 30-days’ notice of any change to the lease.

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

Section 2: Security Deposit

Tenant shall pay a five-hundred-dollar (\$500.00) security deposit in full to the Housing Authority prior to initial occupancy. The Housing Authority shall apply the security deposit, at the termination of the lease, toward reimbursement of the cost of repairs for any intentional or negligent damage(s) upon the leased premises caused by the tenant, his/her family, or guest(s) or any rent or other charges owed by the tenant. The vacating tenant will have ten (10) days from the date of notification of such charges to dispute any or all charges applied. The Housing

Authority shall refund the remaining balance of the security deposit to the tenant or third-party vendor within 30 days.

Section 3: Utilities

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

Section 4: Rent Payments

Rent is due on the first of each month and is late after the tenth of each month.

Initial Rent Calculation – Initial rent will be pro-rated according to the move-in date and must be paid prior to move-in.

Monthly Rent – The monthly rent amounts for the CSKT CARES Program is a set amount at seven hundred dollars (\$700) for a 3-bedroom unit and eight hundred dollars (\$800) for a 4-bedroom unit.

Section 5: Homeownership Preparation

The intention of this program is to prepare the renter to purchase the home when the CARES Act regulations allow. Tenants will meet with the Flathead Finance Program (FFP) staff within ninety (90) days of move-in to develop an individualized homeownership plan. The tenant will work with the FFP staff to ensure homeownership readiness.

Section 6: Lease and Policy Compliance

In addition to remaining in compliance with the Lease Agreement, all tenants must comply with the following Housing Authority policies:

1. Head of Household Change Policy
2. Pet Policy
3. Inoperable Vehicle Policy
4. Transfer Policy
5. Criminal & Drug-Related Activity Policy
6. Grievance Policy
7. Fiscal Management Policy

Section 7: Indemnification

Tenant agrees to and shall hold and keep harmless and indemnify the Housing Authority and the Confederated Salish and Kootenai Tribes from and for any payments, expenses, costs, attorney 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 of omissions by the Tenant or Tenant's guests, licensees, invitees, or for any cause or reason whatsoever arising out of the occupancy by the Tenant.

Hold harmless: agrees to assume the liability and risk that may arise from the obligations and protects and indemnifies the other party against having to bear any loss.

Indemnification: The act of making another "whole" by paying any loss another might suffer.

Approved by the Salish & Kootenai Housing Authority Board of Commissioners on March 2, 2021.