

**SALISH & KOOTENAI
HOUSING AUTHORITY**

OCCUPANCY POLICY FOR LOW RENT

This Occupancy Policy for Low Rent was adopted by the Salish and Kootenai Housing Authority Board of Commissioners on September 1, 2021

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Section 1: Policy Statement & Purpose

The Board of Commissioners (Board) of the Salish and Kootenai Housing Authority (Housing Authority) has set forth this policy to ensure that tenants of the Low Rent program are aware of their responsibilities when leasing a Low Rent unit. This policy applies to all Housing Authority tenants, guests of tenants, Housing Authority units and Housing Authority property.

Section 2: Leasing of Rental Units

2.1 Execution of Lease: Upon selection for a Low Rent unit, a Low Rent Dwelling Lease will be entered into by the Housing Authority and every tenant family before the family may be admitted to a Low Rent housing unit. An appointment will be scheduled for the family for 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 is incorporated into this policy by reference.

The lease shall be executed by the head of household and by an authorized representative of the Housing Authority prior to admission. 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 by the head of household and the by an authorized representative of the Housing Authority and dated.

Upon execution of the lease, the tenant agrees that the housing unit will be the Tenant's only residence. The Tenant shall not sublet the leased premises, or transfer possession of the leasehold premises. The Housing Authority shall not allow the re-assignment of the leasehold premises to a new head of household or to any other member unless that member has been listed on the household composition of the unit in question for 365 consecutive days prior to the date of request and they must meet all other established requirements. The Tenant is responsible for all acts of his/her residents or guests of the unit, including children. Tenant, members of his/her household or guests shall comply with all laws, rules, and regulations that affect the use or occupancy of the leased premises and any other provisions outlined in the executed lease.

2.2 Security Deposit: Tenant shall pay two hundred dollars (\$200.00) security deposit in full to the Housing Authority prior to initial occupancy. The Housing Authority shall apply the security deposit, at the termination of this lease, toward reimbursement of the cost of repairs for any intentional or negligent damage(s) upon the leased premises caused by Tenant, his/her family or guest(s) or any rent or other charges owed by Tenant.

The vacating tenant will have 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 Tenant or third party vendor within 30 days.

- 2.3 Utilities:** Tenant shall pay for all electrical services. All utility deposits must be paid prior to move-in and a copy of the contract in the head of hold'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: water, sewer and garbage.
- 2.4 Rent Payments:** Initial Certification - The initial monthly rent payment and each recertification will be calculated utilizing the information provided and verified and will not exceed 30% of the Adjusted Monthly Income in accordance with the Native American Housing Assistance and Self-Determination Act (NAHASDA) of 1996, SEC. 4. DEFINITIONS for (1) Adjusted Income, and SEC. 203 (a) RENTS, (2) MAXIMUM RENT. Tenant shall furnish the Authority with accurate information as to family income and composition to enable it to determine Tenant's monthly rent amount, before initial occupancy. Initial rent payment will be pro-rated to the move-in date for the month of initial occupancy and must be paid prior to initial occupancy. All rents are due on the first of each month and are late after the tenth of each month.

Section 3: Certifications

- 3.1 Recertification:** The Housing Authority may periodically, as required by 24 CFR, 1000.128, require the tenant to recertify and furnish accurate information to the Housing Authority regarding family income and composition to determine appropriate rent amount, dwelling size for Tenant's needs, and Tenant's continued eligibility for low rent housing. The Housing Authority shall make such verification and determination in accordance with (NAHASDA) of 1996, Section 4. Definitions, (1) Adjusted Income.
- 3.2 Non-elderly Households:** The recertification process for Low Rent non elderly tenants will be scheduled every two years unless there is a reduction in family income that could result in a reduction in rental payment.
- 3.3 Elderly Households:** The recertification process for elderly tenants will be scheduled every three years unless there is a reduction in family income that could result in a reduction in rental payment lower than the maximum set rental payment.
- 3.4 Zero-income Households:** The recertification process for households reporting zero income will be scheduled every 90 days utilizing the 90-Day Certification of Zero Income Form to verify the zero income and to report on how basic necessities are being met. The household Annual Certification will continue to be the date established at the time of move-in.

Participants that list children that are under the age of 18 and report zero income must provide a copy of both the mother's and father's Income Tax Return or a copy of the individual claiming the children for tax purposes.

- 3.5 Over-income Households:** If the Tenant is over the 80% of median income they will be charged the fair market rent for Lake County or 30% of their adjusted household income, whichever is lower. If head of household is over the age of 62 they will be exempt from this requirement. The Authority shall notify Tenant of the rent adjustment (in accordance with Section 11). The adjustment becomes effective the first day of the second following month. The median income and fair market rent amounts are set by HUD and change each year. The Housing Authority will implement the changes each year accordingly.
- 3.6 Notification:** The head of household will be notified by first class mail of their obligation to recertify at least 120 days in advance of the established recertification date, except for households reporting zero income. The letter will include instruction for the family to bring in documentation of all income sources for all family members, any asset information and any documentation to substantiate any deductions or allowances. All information which affects the family's continued eligibility to continue in the program will be verified. If the tenant fails to comply with the request to recertify, the Housing Authority will take action in accordance with the lease. If the tenant misrepresents, negligently or intentionally, any facts used by the Housing Authority to determine his/her rent payment the Housing Authority shall retroactively apply any rent increase due to the tenant's misrepresentation and/or process legal action for fraud.
- 3.7 Rent Adjustment:** Head of household will be notified in writing of any rent adjustment and the notice will state the effective date of the adjustment. Increases or decreases in required rental payments will become effective in accordance with the lease. If the family causes a delay so that the processing of the recertification is not complete by the established date, the rent change will be effective on the first day of the month of the established recertification date.
- 3.8 Failure to Complete Recertification:** If the tenant does not complete the recertification process within the established timeframe, the Housing Authority may proceed with a termination of the lease.
- 3.9 Transfer Requirements:** If, at the time of recertification, the Housing Authority determines that the leased premise is no longer appropriate for the tenant's needs, the Housing Authority may amend the Lease by notice to the tenant that they are required to move to another unit, within the area in which they live as soon as an appropriate unit is available. The Occupancy Standard section of the Transfer Policy will be used to determine if the leased premises is the appropriate size for the family size. If the tenant refuses to move to the next available unit a termination of this lease may be issued.

Section 4: Applicable Policies

The following policies pertain to Housing Authority tenants:

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

INDEMNIFICATION

Tenant agrees to and shall hold and keep harmless and indemnify the Housing Authority from and for any payments, expenses, costs, attorneys' fees, and from and for any debts, claims, and liabilities for losses or damage to the property or injuries to persons from any cause due to any act or omissions by the Tenant or Tenant's guests, licensees, invitees, or for any cause or reason whatsoever arising out of the occupancy by the Tenant.

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

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