



LEASE AGREEMENT
STANDING ROCK HOUSING AUTHORITY
1333 92nd Street
P.O. Box 769
Fort Yates, North Dakota 58538
Telephone 701-854-3891
Toll-Free 800-262-3891
Fax 701-854-3855



RENTAL DWELLING LEASE AGREEMENT

THIS LEASE, made the _____ day of _____, 20____, by and between the Standing Rock Housing Authority (herein called the SRHA), and _____ (herein called the Tenant), whose mailing address is _____ . The effective date of this Lease shall not affect the Move-In Date for this Tenant for purposes of annual re-examinations required under the SRHA Admissions Policy. The effective Move-In date for this Tenant is: _____.

WITNESSETH that the SRHA, relying upon the representations of the Tenant as to his/her income and family composition, does hereby let to the Tenant, and Tenant hereby leases upon the conditions hereinafter provided, Unit No. _____, located , at _____, (herein called the premises), to be occupied exclusively as private residence by the Tenant and his/her family, for the term of one calendar year beginning on the first day of _____, 20____, and ending midnight of the last day of _____, 20____, unless sooner terminated according to the terms and conditions hereinafter set forth.

TERMS AND CONDITIONS OF LEASE.

1. SECURITY DEPOSIT AND RENT.

A security deposit is required at the time this lease is signed in the amount of \$_____. SRHA agrees to return the deposit within thirty (30) days of the date the tenant legally vacates the unit, less any deductions for unpaid rent, damages to property, cleaning charges or other charges owed by the tenant.

Rental Lease Agreement (cont'd)

Tenant shall make payment of rent monthly on or before the tenth(10th) day of each month. Tenant shall be provided upon Lease signing with a Notice of Rent notifying tenant of the amount of the monthly rent due. SRHA may adjust the monthly rent due based upon household income by providing a Notice of Rent Adjustment to the Tenant. Rent shall be determined based upon the Adjusted Income, as defined in section I.A. of the SRHA Rental Admissions and Occupancy Policy, and other factors, as set forth in Section 7-4 of the SRHA Rental Admissions and Occupancy Policy.

2. UTILITIES

Tenant is responsible for keeping utilities connected at all times including electric service with the electric company, and propane only from the propane tank provided by the SRHA, in the name of the Tenant. Tenant must provide proof of utility deposits paid prior to commencing occupancy of the Unit. (This requirement does not apply to elderly units and Douglas Skye Apartment Complex units.) Tenant is responsible for payment of a monthly utility charge which covers the cost of water, sewer, and garbage for the unit of \$_____ to the SRHA in addition to any rent due on or before the tenth day of each month.

3. INCOME AND FAMILY COMPOSITION

A. Annual Recertification: Tenant is responsible for filing with the SRHA an Annual Recertification on or before the annual anniversary of the Lease signing date.

B. Interim Recertification: Tenant is responsible for notifying the SRHA **immediately in writing**, and for filing any paperwork required by the SRHA if any of the following occur:

1. **Changes in Household Composition.** If any persons listed on the Household Composition form as authorized occupants of the unit no longer live in the unit or are no longer authorized by the Tenant to live in the unit, Tenant must notify the SRHA immediately. Household members may remove themselves from the Family Composition by filing a written statement with the SRHA. If the Tenant wants to authorize any person not listed on the current Household Composition form to live in the unit. SRHA reserves the right to deny Tenant the right to have other persons reside in the unit. All persons listed on the Household Composition form must meet the Admissions requirements of the SRHA in order to be approved to live in the unit. Any changes in Head of Household require the approval of the SRHA, in accordance with Section 8-3 of the SRHA Rental Admissions and Occupancy Policy.

2. **Changes affecting income.** Any changes in income of any person listed on the Household Composition must be reported by the Tenant within thirty (30) days of the change.

C. Failure to Report Information and False Information. If the SRHA determines the Tenant has willfully misrepresented Income, or withheld the facts upon which the rent is based, any increase in rent may be retroactive back to up to three (3) months. Falsification of any information or failure to report information is grounds for termination of the Lease.

4. VERIFICATION OF INFORMATION

The Tenant agrees that by signing this lease and the Federal Privacy Act Notice that the Authority may inquire directly regarding income or any other pertinent data from official sources.

5. TRANSFERS. The SRHA may require Tenant to transfer to another unit temporarily for repairs to the existing unit, or permanently, in accordance with Section 8-4 of the SRHA Rental Admissions and Occupancy Policy. Tenant may request transfer to another housing unit in accordance with Section 8-4 of the SRHA Rental Admissions and Occupancy Policy.

6. TENANT RESPONSIBILITIES FOR CARE AND USE OF THE PREMISES.

A. Maintenance of the Unit.

Tenant is responsible for immediately reporting all maintenance and repair needs to the SRHA maintenance department. Tenant is responsible for not causing any damage to the unit or yard, or allowing any other person to do so. Tenant may not use nails, tacks, screws or any other item that places a hole in steel siding, gutters and steel roof without prior written authorization of the SRHA Resident Services Department. Tenant will be charged for damages due to negligence. Tenant agrees not to remove anything from the unit including lights and appliances. All maintenance work which is the result of normal property wear and tear shall be completed at the SRHA's expense. All maintenance work resulting from tenant abuse, neglect or carelessness shall be completed by the SRHA and charged to the tenant. Any changes to the property require the approval of the SRHA Maintenance Department, including paint color, or flooring changes.

B. Sanitary Conditions Required.

Tenant shall keep the property in a clean and sanitary condition.

C. Fire Prevention Required.

Tenant may not keep any combustible material and shall take every precaution to prevent fires, including ensuring that all fire extinguishers and fire alarms are maintained. Tenant may not use the stove, fire, space heaters, or any other means to heat the unit other than the furnace.

D. Disposal of Rubbish.

Tenant shall deposit all garbage, trash and rubbish in plastic garbage bags in a suitable metal receptacle. The SRHA shall remove all garbage on a regular basis. Rubbish must not be burned.

E. Maintenance and Care of Exterior Premises.

Tenant is required to maintain the lawn and not allow weeds or lawn to become so overgrown that the growth may become a fire hazard; rodent, spider or snake infested. Lawns need to be mowed to the curb. The SRHA shall charge all Tenants for each time the SRHA has to mow the lawn.

F. Non-Operating Vehicles / Junk Cars.

Cars shall be parked only in driveways and parking lots provided by the SRHA. Tenant shall not have or allow any other person to have any non-operating cars or other vehicles on the property. Tenant shall be responsible for removal of any non-operating vehicles and the expense for removal.

G. Pest Control.

Tenant must report any infestation of rodents, bugs, or other pests to the SRHA promptly. If the SRHA has to schedule pest control services, the SRHA will issue a notice in writing to the Tenant of the date and time of the pest control activity. If the Tenant does not contact the SRHA at least forty-eight (48) hours before the scheduled pest control service, or fails to prepare the unit for pest control services, or refuses to allow the SRHA to do pest control service, the Tenant will be charged for the cost of the pest control service call to the SRHA. This is also a violation of the Lease.

H. Insurance.

The SRHA shall carry fire and extended insurance coverage on the low rent units. Tenants are responsible for securing insurance coverage for personal property and contents of the house.

I. Inspections

The SRHA has the right to inspect units at any time for any business purpose during normal business hours after providing written notice of inspection by posting the notice on the front door of the unit or delivering notice to the Tenant in person or an adult person located at the unit. Tenant is responsible for giving the SRHA access to the unit to inspect when notice is given, except in situations involving an emergency where access is necessary to protect the health and safety of residents, or where the tenant consents. Examples of emergency include crime in progress, fire, and propane leaks. No tenant who unreasonably denies access to the SRHA for these purposes may pursue an action or grievance maintaining that any services or repairs were not provided. SRHA staff will inspect the interior, exterior and yard of the unit for Maintenance issues, Damages, Unsanitary Conditions and other lease violations or tenant concerns. Inspections will be conducted in accordance with Section 8-5(J) of the SRHA Rental Admissions and Occupancy Policy.

The SRHA may also conduct inspections for the purposes of assessing renovation needs, inspections required by other agencies including HUD Section 8 Compliance inspections, Low-Income Housing Tax Credit Limited Partner Inspections, and South Dakota Housing Development Authority or North Dakota Housing Finance Agency tax credit compliance inspections. Inspections required by other agencies will involve another agency inspecting the unit with the SRHA personnel present for the purpose of determining the SRHA's eligibility for funding.

7. OTHER TENANT LEASE REQUIREMENTS.

A. Criminal Activity by the Tenant, Household members or guests prohibited.

Tenants, their household members and guests may not engage in criminal activity. Any substantiated report of criminal activity that threatens the health or safety or right of peaceful enjoyment of the premises by residents by the Tenant shall result in termination of the lease. Any substantiated report of criminal activity that threatens the health or safety or right of peaceful enjoyment of the premises by residents by a household member or guest shall result in issuance of a lease violation to the Tenant. If Tenant fails to remedy the lease violation by removing the household member from the Household Composition and removing the family member from the unit, the SRHA shall proceed with Lease Termination under the SRHA Tenant Lease and MHOA Collections and Compliance Policy. Violent Criminal activity is automatically conduct that threatens the health, safety or right of peaceful enjoyment of the residents.

B. Drug-related Criminal Activity.

The manufacture, sale or distribution, use or the possession of a controlled substance as defined in the Controlled Substance Act, by the Head of Household or household member constitutes a violation of the lease agreement, regardless of where the drug-related criminal activity occurs. Drug-Related Criminal Activity by a guest on the unit premises also constitutes a violation of the lease. When the SRHA substantiates a report of drug-related criminal activity, or upon conviction, guilty plea or no contest plea to drug-related criminal activity by the Tenant during the lease term, the lease shall be terminated in accordance with the SRHA Tenant Lease and MHOA Collections and Compliance Policy. If a household member or guest engages in drug-related criminal activity, the first time it occurs, if there is no evidence that the Tenant had knowledge of the activity, the SRHA shall issue a lease violation to the Tenant requiring the Tenant to remove the household member from the Household composition and residency in the unit. If the Tenant does not remove the household member, the Lease shall be terminated in accordance with the SRHA Tenant Lease and MHOA Collections and Compliance Policy. If there is a second violation, the lease shall be terminated. If there is any evidence the Tenant had knowledge of the drug-related criminal activity, the Lease shall be terminated.

C. Registered Sex Offenders.

Allowing a sex offender who is required to register with the Tribe, State, or Federal government under Tribal or Federal law to reside in Unit is a violation of the lease. When the SRHA substantiates that a Tenant is required to register as a sex offender, during the lease term, the lease shall be terminated in accordance with the SRHA Tenant Lease and MHOA Collections and Compliance Policy. If a household member is required to register as a sex offender, the SRHA shall issue a lease violation to the Tenant requiring the Tenant to remove the household member from the Household composition and residency in the unit. If the Tenant does not remove the household member, the Lease shall be terminated in accordance with the SRHA Tenant Lease and MHOA Collections and Compliance Policy.

D. Conduct that Disturbs to Right of Peaceful Enjoyment of other residents prohibited.

Tenants, household members and guests are required to conduct themselves in a way that will not disturb the peaceful enjoyment of others or abuse property. The Tenant is responsible for ensuring household members and guests comply with this requirement. Tenant shall ensure all household members and guests abide by any curfew established under Tribal law. This includes not conducting or permitting loud parties or permitting other conduct that disturbs the peace.

E. Firearms.

Tenant shall not permit any person(s) on their household composition or guests of their unit to discharge firearms within 100 feet of SRHA units or residential neighborhoods or premises. Tenant shall not permit any household member or guest to use bb guns or other weapons of any kind on or near the premises or residential neighborhoods. Tenant will not allow children or guests to use bb guns, slingshots, paint guns, stun guns, pellet guns or any type of small firearms that could cause injury or harm on the premises.

F. Pets.

Tenant will be responsible for the actions of their pets. Tenants will not allow their Dogs or cats authorized by the SRHA to bite or cause harm to any of the other residents in the community. Tenants will be held liable for any damages caused to persons or property. Tenants shall not keep any pets without the prior written authorization of the SRHA. No livestock is permitted. All dogs and cats must be vaccinated for Rabies and Distemper at all times and verification of licensure must be filed with the SRHA. Tenants will be allowed no more than two (2) pets. Dogs must be leashed or fenced in at all times. No livestock is permitted in the dwellings or in the cluster site housing. No pets will be allowed at the complex units. Tenants shall not be allowed to own, possess or keep dogs that are prohibited by the Tribe's Dog Control Ordinance, as listed in Title XXII of the Code of Justice, i.e., Pit Bulls, Rottweilers or Doberman Pinchers or any pedigree of such dogs. Tenants shall not chain dogs in such a manner that blocks access to the front and back door of the Unit, when notice has been provided that the SRHA will be conducting an inspection, repair or other SRHA business.

G. Unauthorized Persons or Alcohol Use in Elderly Housing.

In the designated elderly housing units and premises, there will be no use of alcohol and no other persons will be allowed to reside there except the resident and a care attendant.

H. Unauthorized Use of the Unit.

Tenant shall not use the unit for any purpose other than as a primary residence. No business may be conducted from the unit or the premises without SRHA written approval. Tenant may not sublease, assign, or let the premises to any boarder or lodger at any time, nor permit any unauthorized person to reside at the unit who has not been added to the Household Composition Form and approved for occupancy by the SRHA.

8. TENANT MOVE-OUT REQUIREMENTS.

A. Schedule a Move-Out Inspection. The Tenant is responsible for scheduling a move-out inspection on the date the Tenant vacates the unit with the SRHA. If the Tenant fails to schedule a move-out inspection, the SRHA Resident Services Specialist shall schedule a move-out inspection and notify the Tenant of the date and time of the inspection in writing at the last known address of the Tenant.

B. Turn in All Keys.
Tenant is responsible for turning in all keys to the unit at the time of move-out. Failure to return keys shall result in charges to the Tenant for changing the locks to the unit.

C. Cleaning of the Unit.
Tenant is responsible for ensuring the unit is in a clean and sanitary condition upon move-out, including removal of all rubbish, debris and personal property from the premises.

D. Notification of Forwarding Address.
Tenant is responsible for providing the SRHA with a forwarding address to return any Security Deposit due to the Tenant after the unit returned to the SRHA.

E. Removal of Personal Property
When any personal property/belongings or household goods and furnishings of the Head of Household are left on the premises after move out, whether the move out be voluntary or involuntary, the Head of Household will be notified by certified/registered mail or hand delivered with a Return of Service that the SRHA is storing the property for thirty (30) days, and shall provide the Tenant with notice of the location of the property that must be retrieved by the Tenant within thirty (30) days in writing to their last known address.

The Tenant shall be responsible for SRHA's storage costs incurred during the thirty (30) day period, and that Tenant shall pay the storage costs in full when claiming said personal property with the thirty (30) day period. The Tenant's failure to claim the personal property within the thirty (30) day period and pay in full the SRHA's storage costs incurred during the thirty (30) day period shall be considered abandonment of said personal property, and the SRHA shall dispose of the personal property in a manner deemed appropriate. Storage costs incurred but not paid by the Tenant shall be enforceable as a Judgment.

F. Abandonment of the Unit.
The Tenant is responsible for ensuring the Lease is not violated even when they are not in the unit for temporary reasons. Any Tenant who intends to be absent for the unit for more than five (5) days shall notify the SRHA Resident Services Specialist and shall make arrangements to ensure utilities remain connected. Any unit the SRHA determines has been abandoned will be repossessed in accordance with Section 8-9 of the SRHA Rental Admissions and Occupancy Policy.

9. ENFORCEMENT OF LEASE REQUIREMENTS.

The Lease sets forth all requirements that are conditions of the lease. Failure of the Tenant to abide by the Lease requirements or any provision of the SRHA Rental Admissions and Occupancy Policy will result in action by the SRHA to enforce the lease under the SRHA Tenant Lease and MHOA Collections and Compliance Policy.

When the SRHA receives a written complaint with the date and time of incident relating to the conduct of a Tenant or household member or guest, the SRHA will investigate the complaint. If the complaint is substantiated, the SRHA will proceed with Lease enforcement action under the Tenant Lease and MHOA Collections and Compliance Policy. Home visits will be conducted on oral or anonymous complaints received, to substantiate or refute the complaint within five (5) days. Complaints regarding drug related criminal activity forty eight (48) hours. No Lease Compliance action will be taken on the sole basis of an oral or anonymous complaint.

Any complaint concerning any criminal activity, including but not limited to child abuse/neglect and/or Drug-Related Criminal Activity will be immediately referred to either the Child Protection Services and/or the Police Department.

10. SRHA RESPONSIBILITIES.

A. Maintenance.

The SRHA shall maintain the building and grounds of the project in a decent, safe and sanitary condition in conformity with the requirements of local housing codes and SRHA Property and Records Management and Disposition Policy. SRHA shall provide a Maintenance person to respond to after-hour repairs on an emergency basis only. Tenant shall contact the SRHA Maintenance Department by calling the police department at (701) 854-7241 to report an after-hours emergency between 4:30 p.m. and 8:00 a.m. on weekdays, and on weekends and holidays. All other maintenance requests shall be handled during business hours.

B. Inspection.

The SRHA shall inspect the dwelling unit prior to the move-in, and shall provide the Tenant with a copy of the inspection report to sign. The SRHA shall inspect the unit not less than once a year, and shall provide the Tenant with a copy of the annual inspection. SRHA may inspect the unit more frequently at the the discretion of the SRHA. The SRHA shall conduct a move-out inspection within ten (10) days of the date the Tenant vacates the unit, at which the Tenant may be present if requested. SRHA shall provide the Tenant with a copy of the move-out inspection and a copy of any charges for which the tenant is responsible after move out.

C. Compliance With Policies.

The SRHA will comply with its published and posted policies and procedures related to rental housing.

D. Resident Services.

The SRHA shall assign a Resident Services Specialist to each Tenant. The Resident Services Specialist shall be available to provide education to the Tenant on Lease obligations, and resources available to assist the Tenant in meeting obligations under the Lease. If the Tenant has any questions or concerns regarding this Lease, or needs assistance, the Resident Services Specialist should be contacted at 1-800-262-3891.

11. GRIEVANCE PROCEDURE

Any grievance regarding the housing unit, or actions or inaction of SRHA personnel shall be handled in accordance with the SRHA Participant Grievance process, and the SRHA Tenant Lease and MHOA Collections and Compliance Policy. Tenant must file a written form, called a Notice of Disagreement. A copy of the Notice is available at the SRHA Main Office, and a copy is attached to this Lease.

Any tenant may request a grievance hearing for action taken by the SRHA or inaction, except in the case of non-payment, utilities disconnect, abandonment, any violent criminal activity, drug-related criminal activity or allowing a registered sex offender to reside in the unit by Participants, their household members, guests or invitees, or any other grievance not subject to the SRHA Grievance Policy under the terms of the SRHA Tenant Lease and MHOA Collections and Compliance Policy. If a Tenant has not filed a grievance within fourteen (14) days of the SRHA decision, action or inaction complained of, the right to do so shall be deemed to have been waived. The Tenant has the right to be represented by counsel or other persons chosen as a representative at any Grievance hearing. The tenant may examine documents, records or regulations prior to any hearing. Within fourteen (14) days from the hearing, the Board shall issue an opinion, in writing, resolving the grievance. All decisions by the Board shall be final and binding.

12. ADDITIONAL LEASE PROVISIONS.

Neither the SRHA nor any of its representatives or employees shall be liable for any damage to person or property of the Tenant or any member of the Tenant's family or any other Tenant's visitors for loss from theft or from any loss whatsoever.

The SRHA reserves the right to make such other rules as may be deemed appropriate or necessary for the safety, care and cleanliness of the premises, and for securing the comfort and convenience of all Tenants.

This lease and any written addendums or amendments to the lease evidences the entire agreement between the SRHA and the Tenant and no changes shall be made except in writing.

The ADDENDA, if any, attached to this Lease are an official part of this Lease. By signing this Lease, I acknowledge I have reviewed this Lease and agree to be bound by the Terms and Conditions of this Lease, including the SRHA Policies referenced herein.

Rental Lease Agreement (cont'd)

This lease is signed this _____ day of _____, 20_____.

TENANT:

**STANDING ROCK HOUSING
AUTHORITY:**

Head of Household

Occupancy Specialist

House Telephone Number: _____

Cell Phone Number: _____

Mailing address: _____

Spouse

Adult Household Member

Adult Household Member

Adult Household Member