

**APPENDIX 21**

**Sample Form**

**HUD  
AUTHORIZATION  
for the  
RELEASE of INFORMATION /  
PRIVACY ACT NOTICE**

# Authorization for the Release of Information/ Privacy Act Notice

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

to the U.S. Department of Housing and Urban Development (HUD)  
and the Housing Agency/Authority (HA)

PHA requesting release of information; (Cross out space if none)  
(Full address, name of contact person, and date)

IHA requesting release of information: (Cross out space if none)  
(Full address, name of contact person, and date)

**Authority:** Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544.

This law requires that you sign a consent form authorizing: (1) HUD and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The law also requires independent verification of income information. Therefore, HUD or the HA may request information from financial institutions to verify your eligibility and level of benefits.

**Purpose:** In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

**Uses of Information to be Obtained:** HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. **Private owners may not request or receive information authorized by this form.**

**Who Must Sign the Consent Form:** Each member of your household who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

- PHA-owned rental public housing
- Turnkey III Homeownership Opportunities
- Mutual Help Homeownership Opportunity
- Section 23 and 19(c) leased housing
- Section 23 Housing Assistance Payments
- HA-owned rental Indian housing
- Section 8 Rental Certificate
- Section 8 Rental Voucher
- Section 8 Moderate Rehabilitation

**Failure to Sign Consent Form:** Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

### Sources of Information To Be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received during period(s) within the last 5 years when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self employment information and payments of retirement income as referenced at Section 6103(1)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages and (b) financial institutions concerning unearned income (i.e., interest and dividends). I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last 5 years when I have received assisted housing benefits.



**Consent:** I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HAs that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form expires 15 months after signed.

Signatures:

_____	_____	_____	_____
Head of Household	Date		
_____	_____	_____	_____
Social Security Number (if any) of Head of Household		Other Family Member over age 18	Date
_____	_____	_____	_____
Spouse	Date	Other Family Member over age 18	Date
_____	_____	_____	_____
Other Family Member over age 18	Date	Other Family Member over age 18	Date
_____	_____	_____	_____
Other Family Member over age 18	Date	Other Family Member over age 18	Date

**Privacy Act Notice.** Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities. Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Penalty: You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years and older, have and use. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

**Penalties for Misusing this Consent:**

HUD, the HA and any owner (or any employee of HUD, the HA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the HA or the owner responsible for the unauthorized disclosure or improper use.

## **APPENDIX 22**

### **Sample Letter**

**HOUSING DEPARTMENT  
DIRECTOR RESPONSE TO  
REQUEST TO ADD INDIVIDUAL  
TO HOUSEHOLD COMPOSITION**





# Grand Traverse Band of Ottawa and Chippewa Indians

Housing, Department IX  
2605 N. West Bay Shore Dr.  
Peshawbestown, MI 49682

Office: (231) 534-7800

Fax: (231) 534-7025



\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Client Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, ZIP)

## RE: REVIEW OF REQUEST TO ADD INDIVIDUALS TO THE HOUSEHOLD

Dear \_\_\_\_\_,

This letter serves to acknowledge receipt of your letter (received by Housing on \_\_\_\_\_, 20\_\_ ) requesting that individuals be added to your household.

Those individuals have been identified, by you, as: \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

My initial review indicates that your request may be possible, however, before a FINAL determination can be made, the following actions are required:

You will need to complete a new "**Household Composition**" form indicating the full names, ages, SSN's, and relationship of those individuals to you.

You will need to complete a new "**Household Income**" form indicating the employers / sources of income for those individuals.

Those individuals, listed above, who are over eighteen (18) years of age, will need to complete (and sign) a "**State of Michigan Criminal History Background Check**" form.

**Note:** There is a \$5.00 processing fee (that goes to the State) associated with that check. This is must be paid at time of submission.

Those individuals, listed above, who are over eighteen (18) years of age, will need to complete (and sign) "**Release of Information**" forms.

The information requested here should be compiled, signed, and returned to the Housing Department office **NO LATER THAN** \_\_\_\_\_, 20'

Upon receipt, the information will be reviewed by the \_\_\_\_\_ staff, in accordance with the Housing Departments Admissions Policy. If the individuals are found to be in compliance with that policy and eligible for Housing Assistance your request shall be given favorable consideration.

You will, however, be advised of a **FINAL** decision, regarding your request, within thirty (30) calendar days of your returning the above noted documents (provided they are complete and accurate) to the Housing Department office.

If you have any questions regarding this matter, please feel free to call your **Occupancy Specialist** at (231) 534-7800

Sincerely,

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**James Thompson** Manager  
Housing Department

*atch: Household Composition Form  
Housing Income Form  
State Criminal Background Check  
Release of Information Forms*

cc:

*Client File*

# **APPENDIX 23**

## **Sample Form**

### **INSPECTION REPORT**

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# Grand Traverse Band of Ottawa and Chippewa Indians

Housing, Department IX  
2605 N. West Bayshore Dr.  
Peshawbestown, MI 49682



Office: 231/271-4473 Fax: 231/271-2025

Development Name: _____		Unit Number: _____	
Development Number: _____		Inspection Date: _____	
Address: _____		Keys: _____	Issued: _____ Returned: _____
Resident Name: _____			
Bedroom Size: _____	Electric Reading: _____	LP Gas Reading: _____	
Unit Inspection Form	Unit Condition/Work Needed	Unit Inspection	
____ Move In	G = Good	1 = Clean	
____ Move Out	F = Fair	2 = Repair	
____ Other Inspection	P = Poor	3 = Replace	
		4 = General Maintenance	

Items	Unit Condition	Work Needed	Resident Damage	Wear & Tear	Remarks / Describe
<b>KITCHEN &amp; DINING AREA</b>					
1. Sink & Faucet					
2. Range Hood					
A. Light					
B. Shield					
3. Range					
Model # _____					
Serial # _____					
A. Burners					
B. Drip Pan					
C. Door					
D. Oven					
E. Elements					
F. Handles					
G. Broiler Pan / Grill					
4. Refridgerator					
Model # _____					
Serial # _____					
A. Gasket					
B. Freezer Door					
C. Main Door					
D. Shelves					
E. Trays ( Ice, Butter dish )					
F. Crisper Drawers					
5. Cabinets					
A. Doors					
B. Shelves					
6. Fire Extinguisher # _____					
7. Countertops					
8. Floors					
9. Walls					

Items	Unit Condition	Work Needed	Resident Damage	Wear & Tear	Remarks / Describe
10. Windows					
A. Screens					
11. Rods					
A. Curtains					
B. Drapery					
12. Heat Diffuser					
13. Cold Air Return Vent					
14. Light Fixture / Glass					
15. Electric Outlet Covers					
16. Ceiling					
17. Doors					
A. Locks					
B. Door Jambs					
18. Closet					
A. Closet Hardware					
<b>Living Room</b>					
19. Floor					
20. Walls					
21. Ceiling					
22. Light Fixtures / Glass					
23. Windows					
A. Curtain Rods					
B. Hooks					
24. Screens					
25. Glass					
26. Drapery Rods					
27. Electric Outlets					
28. Heat Diffuser					
29. Return Air Vent					
30. Entry Doors					
A. Door Locks					
B. Jamb / Trim					
31. Closet					
A. Closet Hardware					
<b>Bathroom # 1</b>					
32. Floors					
33. Walls					
34. Ceiling					
35. Doors					
36. Locks					
37. Door Jambs					
38. Faucet					
39. Shower / Rod / Enclosure					
40. Wash Basin					
A. Faucet					
B. Handles					
C. Stopper					
41. Tub / Stopper / Grab Bars					



Items	Unit Condition	Work Needed	Resident Damage	Wear & Tear	Remarks / Describe
42. Cabinets					
43. Commode					
A. Seat					
B. Tank					
C. Seals					
44. Light Fixture					
A. Glass					
B. Bulb					
45. Medicine Cabinet					
46. Electric Outlet Cover					
47. Test GFI Outlet					
48. Heat Diffuser					
49. Towel Bars					
50. Tissue Holder / Roller					
51. Exhaust Fan					
52. Emergency Alarm Cord					
53. Handicap Bars					
54. Window					
A. Screen					
<b>Bathroom # 2</b>					
55. Floors					
56. Walls					
57. Ceiling					
58. Doors					
59. Locks					
60. Door Jambs					
61. Faucet					
62. Shower / Rod / Enclosure					
63. Wash Basin					
A. Faucet					
B. Handles					
C. Stopper					
64. Tub / Stopper / Grab Bars					
65. Cabinets					
66. Commode					
A. Seat					
B. Tank					
C. Seals					
67. Light Fixture					
A. Glass					
B. Bulb					
68. Medicine Cabinet					
69. Electric Outlet Cover					
70. Test GFI Outlet					
71. Heat Diffuser					
72. Towel Bars					
73. Tissue Holder / Roller					
74. Exhaust Fan					



Items	Unit Condition	Work Needed	Resident Damage	Wear & Tear	Remarks / Describe
75. Emergency Alarm Cord					
76. Handicap Bars					
77. Window					
A. Screen					
<b>General Interior</b>					
78. Stairways					
79. Hallways					
80. Lights					
81. Cold Air Vent					
82. Heat Diffuser					
83. Storage Closet / Shelves					
84. Vestibules					
A. Doors					
B. Locks					
C. Jambs					
D. Glass Bulbs					
E. Floors					
F. Walls					
G. Ceiling					
H. Lights					
85. Door Bells					
A. Chime					
B. Push Buttons					
86. Smoke Alarms					
87. Basement					
A. Stairway					
B. Handrail					
C. Treads					
D. Floor					
E. Walls					
F. Ceiling					
G. Door					
H. Door Locks					
I. Jambs					
J. Windows					
K. Screens					
L. Outlets / Covers					
M. Storm Window / Screen					
88. Laundry Tub					
A. Faucet					
B. Legs					
C. Stopper					
89. Washer / Dryer Hook Up					
90. O.S. Dryer Vent					
91. Floor Drains					
92. Sump Pump					
<b>Major Equipment</b>					
93. Fresh Air Vent ( Intake )					

Items	Unit Condition	Work Needed	Resident Damage	Wear & Tear	Remarks / Describe
94. Water Pump					
95. Water Filters					
96. TV Amplifier					
97. Furnace Drain Pipe					
98. Electrical Panel					
99. Wiring ( General )					
100. Plumbing ( General )					
101. Gas Lines					
102. Thermostats					
103. Heating					
A. LP Gas Furnace					
B. Wood Stove					
C. Chimneys					
D. Vent Pipes					
104. Water Heater					
A. Vent Pipe					
<b>General Housekeeping</b>					
105. Interior Trash					
106. Exterior Trash					
107. Cleanliness					
A. Floors					
B. Walls					
C. Windows					
108. Extermination Status					
109. Crawl Space					
110. Attic					
<b>Unit Exterior</b>					
111. Light Fixtures ( Pole )					
112. Walkways					
113. Driveway					
114. Steps: Front / Rear					
115. Storm Doors					
A. Glass					
B. Screens					
C. Hardware					
116. O.S. Light Front/Rear					
117. O.S. GFI Receptacle					
118. O.S. Walls / Siding					
119. Roofing					
120. Gutters / Downspouts					
121. Grass Cutting					
122. Yard Clean-up					
123. House Numbers					
124. Roof Vents					
125. Exhaust Vents					
126. Metal Soffit					
127. Area Wells					
128. Fresh Air Vents					



Items	Unit Condition	Work Needed	Resident Damage	Wear & Tear	Remarks / Describe
129. Fencing					
130. Check ext. of chimney					
<b>Bedroom # 1</b>					
131. Floors					
132. Walls					
133. Ceiling					
134. Doors					
A. Hardware					
B. Jambs					
135. Cold Air Return Vent					
136. Heat Diffuser					
137. Light Fixture					
138. Electrical Outlets					
139. Curtain Rods					
140. Windows					
A. Glass					
B. Screens					
141. Closet					
142. Closet					
<b>Bedroom # 2</b>					
143. Floors					
144. Walls					
145. Ceiling					
146. Doors					
A. Hardware					
B. Jambs					
147. Cold Air Return Vent					
148. Heat Diffuser					
149. Light Fixture					
150. Electrical Outlets					
151. Curtain Rods					
152. Windows					
A. Glass					
B. Screens					
153. Closet					
154. Closet					
<b>Bedroom # 3</b>					
155. Floors					
156. Walls					
157. Ceiling					
158. Doors					
A. Hardware					
B. Jambs					
159. Cold Air Return Vent					
160. Heat Diffuser					
161. Light Fixture					
162. Electrical Outlets					
163. Curtain Rods					



Items	Unit Condition	Work Needed	Resident Damage	Wear & Tear	Remarks / Describe
164. Windows					
A. Glass					
B. Screens					
165. Closet					
166. Closet					
<b>Bedroom # 4</b>					
167. Floors					
168. Walls					
169. Ceiling					
170. Doors					
A. Hardware					
B. Jambs					
171. Cold Air Return Vent					
172. Heat Diffuser					
173. Light Fixture					
174. Electrical Outlets					
175. Curtain Rods					
176. Windows					
A. Glass					
B. Screens					
177. Closet					
178. Closet					
<b>Miscellaneous</b>					

Miscellaneous  
Remarks:

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Signature of Resident Counselor

Date

Signature of Tenant or Authorized Representative and Date

Inspected by

Date

# **APPENDIX 24**

## **Sample Letter**

### **TENANTS RIGHTS DURING INSPECTIONS**

# TENANT RIGHTS DURING INSPECTIONS (ANNUAL, INTERIM, MOVE-IN, & MOVE-OUT)

I hereby acknowledge that the purpose of the Grand Traverse Band Housing Department's **INSPECTION (Move-In Move-Out, Annual & Interim)** are to document the current condition of the home / apartment (both inside and out).

I understand that I have the right to comment (in writing, on the inspection form) as to the condition of the home/apartment that I am about to move in to, vacate, or reside in.

I also understand that the Housing Department staff has the right to videotape these inspections and that those tape(s) will be used to help resolve any future disputes between the Housing Department and the tenant.

House/Apartment Number: \_\_\_\_\_

Location: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Lease Holder) (Signature) (Date)

\_\_\_\_\_  
(Printed Name of Spouse/Significant Other) (Signature) (Date)

\_\_\_\_\_  
Housing Department Staff Signature (Date)

**DISTRIBUTION:** Original to Client File (Attach to Inspection Sheet)  
Copy to Client and Inspector



# **APPENDIX 25**

## **Sample Lease**

### **LOW INCOME**

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# GRAND TRAVERSE BAND HOUSING DEPARTMENT

## DWELLING LEASE

Project No. \_\_\_\_\_

Tenant File No. \_\_\_\_\_

Project Name. \_\_\_\_\_

House No. \_\_\_\_\_

### 1. DESCRIPTION OF THE PARTIES AND PREMISES.

- A. The Housing Department, relying upon the representation of Tenant as to Tenant's family income and family composition, does hereby rent to:

\_\_\_\_\_ (Tenant)

the dwelling unit described below, under the terms and conditions stated herein.

- B. Address of Rented Premises: \_\_\_\_\_

\_\_\_\_\_

- C. Occupancy Date: \_\_\_\_\_

### 2. AMOUNT AND DUE DATE OF RENTAL PAYMENTS.

- A. **Term of Lease.** This lease creates a month-to-month tenancy beginning on the occupancy date to be the 1<sup>st</sup> day of the month following the occupancy date, and thereafter from month-to-month on the 1<sup>st</sup> of each month.
- B. **Rent.** Monthly rent under this lease is determined by the Tenant's income in accordance with the current approved rent schedule, which is attached hereto and incorporated herein. Rent shall be due any payable in advance on the 1<sup>st</sup> day of each month. Rent shall be re-determined by the Housing Department in accordance with Section 5 of this lease. Written notice of re-determination shall take effect in accordance with Section 5.
- C. **Pro-ration.** The monthly rent amount shall be pro-rated for any term of less than one (1) month.
- D. **Renewal of Term.** The term of this lease shall be renewable from month-to-month unless adjusted or terminated according to the terms and conditions hereinafter set forth.

Tenant (s) Initials \_\_\_\_\_  
Date \_\_\_\_\_

3. SECURITY DEPOSIT

- A. **Payment of Security Deposit.** Tenant agrees to pay the sum of \$\_\_\_\_\_ as a Security Deposit. The Security Deposit is based on the greater of "one month's rent" or "\$250".
- B. **Use of Security Deposit.** The security deposit shall be applied by the Housing Department, at the termination of the lease, toward reimbursement of the cost of repairing any damages to the dwelling unit caused by the Tenant, his family, or dependents, or towards rent, cleaning, unpaid utilities, costs, and legal expenses incurred in the termination of the lease.
- C. **Refund of Security Deposit.** Any unused portion of the Security Deposit, together with a written itemization of any deductions therefrom, will be refunded and provided to the Tenant at Tenant's last known address within forty-five (45) days after the Tenant has actually vacated the unit to Housing Department.
- D. **Joint Tenants.** In the event that joint Tenants or more than one Tenant occupy one rental unit, the Security Deposit shall not be refunded as long as one of the tenants continues to occupy the dwelling unit and the unit is not vacated by all Tenants.

4. UTILITIES and OTHER SERVICES.

- A. **FURNINSHING OF UTILITIES.** If any of the following are checked, the Housing Department agrees to furnish the following utilities in accordance with current the Schedule of Utilities on file at the Housing Department:  
 Gas       Electricity       Water       Sewer       Garbage
- B. **INTERRUPTION OF UTILITIES.** The Housing Department will not be responsible for interruption of utilities by reason of any cause beyond its control.
- C. **OTHER UTILITIES.** The Tenant shall be solely responsible for utilities, which are not provided by the Housing Department.
- D. **HEAT AND ELECTRICAL SERVICE.** If LP gas or electricity is not to be furnished by the Housing Department, it is the responsibility of the Tenant to provide LP gas (see NOTE) and electricity to the dwelling unit. Tenant agrees to maintain sufficient heat and electrical service to prevent freezing of piped water and any other damages to the dwelling unit caused by failure to furnish such LP gas heat or electricity. If for any reason Tenant is unable to maintain sufficient heat or electricity, Tenant shall immediately notify the Housing Department.

NOTE: Each unit has been equipped with a large capacity LP gas tank for use by the Tenant. LP CYLINDER TANKS ARE NOT ACCEPTABLE FOR FUEL STORAGE. Tenant agrees NOT to install (or contract to have installed) LP cylinder tanks.

- E. **TELEPHONE SERVICE.** Tenant shall be responsible for his / her own telephone service. Billing should be set up to go directly to the Tenants address - NOT HOUSING.
- F. **CABLE T.V. SERVICE.** Tenant shall be responsible for his / her own Cable T.V. service (where available). Billing should be set up to go directly to the Tenants address - NOT HOUSING.

Tenant (s) Initials: \_\_\_\_\_  
Date: \_\_\_\_\_



5. RE-DETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY.

- A. **RE-DETERMINATION.** At least once each year, the Tenant shall furnish accurate information to the Housing Department for use in determining whether the rent should be increased or decreased, whether the dwelling size is still appropriate for Tenant's family size, and whether Tenant is still eligible for Low Income Rental Housing Assistance. This determination will be made in accordance with the approved rent schedule and occupancy polices on file at the Housing Department.
- B. **CUSTODY OF CHILDREN.** Tenant must have legal and physical custody of any children listed as members of the family unit.
- C. **SPOUSE VACATING.** If Tenant claims a change in family composition due to a spouse vacating the premises, Tenant shall verify the change by providing the Housing Department with evidence of the change. The Housing Department will accept as sufficient evidence the complete absence of a spouse from the rental premises an the filing of a separation petition in court, or a restraining order restraining the spouse from entering the premises.
- D. **CHANGE IN INCOME.** Any change in income throughout the year must be reported to the Housing Department immediately in writing. Change in income may result in re-determining of rent, which will become effective in accordance with paragraph 5.G. of this Lease Agreement. This re-determination of rent may occur at any time during the course of the lease.
- E. **MISREPRESENTATION.** If, in the event it is determined that Tenant has misrepresented to the Housing Department facts upon which the amount of rent is determined, any increase in the amount of rent shall be retroactive to the date of the misrepresentation. Failure to notify the Housing Department of any change shall be considered misrepresentation.
- F. **TRANSFER DUE TO CHANGE IN SIZE OF FAMILY.** If the Housing Department determines that the size of the dwelling unit is no longer appropriate to Tenant's family size, the Housing Department shall provide notice of MANDAORY Transfer to the Tenant to move on or before a date of fourteen (14) days from the date of notice.

NOTE: See Housing Department Transfer Policy for additional details.

- G. **INCREASES AND DECREASES IN RENT.**
  - (1) INCREASES in rent payments resulting from rent reviews or re-examination are to be effective the first day of the second month following the income change.
  - (2) DECREASES in rent payments are to be effective the first day of the month following the reported income change, only if notice of the decrease in income is received in writing on or before the 25<sup>th</sup> day of that month in which the income decrease is experienced by Tenant. If notice is given after the 25<sup>th</sup> day of the month, then the rent payment decrease will become effective the first day of the second month following the income change.

Tenant (s) Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

6. OCCUPANCY OF THE UNIT FOR NON-DWELLING PURPOSES.

A. **USE OF THE UNIT.** The premises herein are leased to the Tenant for use as a private family residence and uses normally incident thereto and for no other purpose. Tenant shall not assign this Agreement, nor sublet or transfer possession of the premises, nor give accommodations to boarders or lodgers without the prior written consent of the Housing Department.

Tenant further agrees not to use or permit the use of the dwelling unit for any illegal or immoral purpose or for any purpose other than as a private dwelling solely for the Tenant and his / her family.

The following persons are declared legal occupants of the residence:

1.	_____	_____
	(Name – First, Last, MI)	(Relationship to Tenant)
2.	_____	_____
	(Name – First, Last, MI)	(Relationship to Tenant)
3.	_____	_____
	(Name – First, Last, MI)	(Relationship to Tenant)
4.	_____	_____
	(Name – First, Last, MI)	(Relationship to Tenant)
5.	_____	_____
	(Name – First, Last, MI)	(Relationship to Tenant)
6.	_____	_____
	(Name – First, Last, MI)	(Relationship to Tenant)
7.	_____	_____
	(Name – First, Last, MI)	(Relationship to Tenant)
8.	_____	_____
	(Name – First, Last, MI)	(Relationship to Tenant)

B. **OVERNIGHT GUESTS.** Tenant shall not permit any overnight guests or visitors to occupy the premises for more than three (3) calendar days in any one (1) month without written permission of the Housing Department.

C. **TEMPORARY GUESTS.** In the event Tenant desires guests or visitors to occupy the premises for more than three (3) calendar days, they must request permission from the Housing Department, in writing. Temporary stays, approved by the Housing Department, will NOT exceed thirty (30) calendar days.

Tenant (s) Initials: \_\_\_\_\_  
Date: \_\_\_\_\_



D. **ADDING INDIVIDUALS PERMANENTLY TO THE LEASE.** In the event Tenant desires to add individuals "*permanently*" to the lease, he / she must submit a written request to the Housing Department.

- (1) If, said individuals meet the admissions criteria, as outlined in the Housing Department Admissions Policy, they will be granted "*permanent*" status on the lease.
- (2) If, said Individuals do not meet the admissions criteria they will be asked to vacate immediately. Failure of Tenant to have said individuals vacate the unit shall result in termination of the lease agreement.

E. **COMPLIANCE WITH REGULATIONS.** The Housing Department and Tenant are obligated to maintain the project in a decent, safe, and sanitary condition. Tenant agrees to abide by the necessary and reasonable regulations as may be adopted by the Housing Department for the benefit and well-being of the housing project and Tenants, which regulations are posted in the Housing Department Office and in the Tenant Handbook and Rules of Occupancy and which regulations are made a part hereof by reference.

F. **CRIMINAL ACTIVITY.**

- (1) Tenant, any member of the Tenant's household, or any guest or other person under Tenant's control shall not engage in criminal activity, included drug-related criminal activity, on or near the premises while the Tenant resides in Housing Department property, and such criminal activity shall be cause for termination of tenancy.
- (2) For purposes of this paragraph, "*drug-related criminal activity*" means the illegal manufacture, sale, distribution, use, or possession with intent to sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
- (3) If the Housing Department has substantial relevant and admissible evidence that a Tennant, Tenant's Guest, or person under Tenant's control was in possession of a controlled substance in the Leased unit or on / near the Leased premises, shall be grounds for Termination of the Lease. Arrest for such activity, and confiscation of drugs (that field test – POSITIVE) and / or drug related paraphernalia is deemed sufficient grounds for Termination of Lease. A Criminal Conviction, in a Court of Law, does not have to take place prior to Termination of Lease.
- (4) Criminal activity also includes the harboring of fugitives.

G. **DAMAGES.**

- (2) Tenant shall refrain from, and cause Tenant's family and guests to refrain from deliberately or negligently destroying, defacing, damaging or removing any part of the dwelling premises or project.
- (3) Tenant shall refrain from, and cause Tenant's family and guests to refrain from deliberately causing any part of the dwelling premises or project to become unsafe or unsanitary.
- (4) Tenant's family and guests shall conduct themselves in a manner, which will not disturb the neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a safe and sanitary condition.

Tenant (s) Initials: \_\_\_\_\_  
Date: \_\_\_\_\_



- (5) Repairs necessitated by damages caused by the Tenant or Tenant's family or guests, beyond reasonable wear and tear, or repairs necessitated by damages resulting from failure to maintain the dwelling unit in a safe or sanitary condition, shall be the sole responsibility of the Tenant.

The cost of repairs shall be paid by the Tenant, within sixty (60) calendar days, of the damages being repaired and the Tenant billed for said damages.

- (6) Tenant shall pay for any damages caused to the premises or to the development of which the premises are a part, caused by the Tenant, by his immediate family occupying the premises, or by the Tenant's guests or invitees.
- (7) Tenant shall pay for parts, materials, fixtures, or replacements and the labor services of person or persons engaged to repair or replace the damage.
- (8) The Housing Department agrees to maintain the buildings and common areas and grounds of the project in a decent, safe, and sanitary condition in conformity with the requirements of adopted housing codes and applicable regulations or guidelines. The Housing Department shall make all necessary repairs, alterations, and improvements to the dwelling unit necessitated by normal wear and tear.
- (9) It shall be presumed that any damage to the premises were caused by Tenant, his / her family or guests unless Tenant provides evidence to the contrary. Evidence shall be presented by third party verification. For example, an "incident report" from local law enforcement.
- (10) IMPACT ON FUTURE OCCUPANCY. Failure of the Tenant to correct or pay for such repairs shall result in the Tenant not being eligible for future occupancy of any housing or housing related programs offered by the Housing Department. This restriction will remain in effect until such time as the total cost of such repairs / maintenance have been PAID IN FULL.

G. NOTIFICATION OF DAMAGES.

- (1) Tenant shall notify the Housing Department within two (2) calendar days, in writing, by furnishing an incident report of any damage to the premises. If damages were not caused by the Tenant, Tenant's Family or Guests, then a supporting "incident" report from local law enforcement should accompany the written notice.
- (2) Tenant shall immediately notify the Housing Department in the event that the premises are damaged to an extent that renders the premises uninhabitable.
- (3) Tenant shall immediately notify the Housing Department whenever damage to the premises may cause further damage or deterioration to the dwelling unit or surrounding buildings or property.

H. HEALTH, SAFETY, PEACEFUL ENJOYMENT.

- (1) Tenant, Tenant's family and Tenant's guests shall refrain from purposely or negligently engaging in any activity which threatens the health or safety of other residents, or employees of the Housing Department, or persons residing in the vicinity of the premises.

Tenant (s) Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

- (2) Tenant, Tenant's family and Tenant's guests shall refrain from purposely or negligently threatening the peaceful enjoyment of any other Tenant. Activities which threaten the peaceful enjoyment of other Tenant's include, but are not limited to, the following:
  - (a) Causing loud noises, which may disturb other Tenant's between 10:00 p.m. and 6 a.m. Such loud noises can come from any source, including, but not limited to: Stereos, motor vehicles, voices, pets, fireworks, weapons, etc.
  - (b) Congregating in groups of three (3) or more (excluding legal occupants of the residence where the congregation takes place) outside Housing units after 10:00 p.m.
- (3) TERMINATING THE LEASE. A single violation of either of the activities noted above shall result in a WARNING being issued to the Tenant. That warning will state that any further violation within one (1) year of the date of the warning shall result in Termination of Tenant's Lease. A second violation within one (1) year of the date of the warning shall result in Termination of the Tenant's Lease.

I. SURRENDER OF PREMISES.

- (1) Tenant shall surrender the premises at the termination of this lease in good order and repair, reasonable wear and tear excepted.
- (2) Tenant shall remove all personal property, belongings, and furnishings from the premises at the termination of the lease.
  - (a) Failure by the Tenant to remove all personal property, belongings and furnishings shall result in the removal of the items by the Housing Department.
  - (b) Tenant shall be fully responsible for the reasonable costs of removal and shall not be eligible for occupancy of any future housing offered by the Housing Department until the costs of removal have been paid in full.

7. PROJECT REGULATIONS

- A. Tenant agrees to follow all rules and regulations prescribed by the Housing Department, which are included in the Tenant Handbook and Rules of Occupancy and in bulletins issued by the Housing Department from time to time, including all amendments made to such regulations.
- B. The Tenant Handbook and Rules of Occupancy are made part of this lease and a violation of said rule, in either document, is a violation of this lease.

8. ABANDONMENT

A. EFFECT OF ABANDONMENT.

- (1) The premises shall be deemed abandoned and this lease shall be terminated at the option of the Housing Department if Tenant is absent from the premises for fourteen (14) calendar days without notifying the Housing Department or essential utilities have been disconnected making the premises untenable.

Tenant (s) Initials: \_\_\_\_\_  
Date: \_\_\_\_\_



- (2) Tenant shall remain subject to the obligations of this lease, including the obligation to make monthly payments until the Housing Department provides Notice of Termination to Tenant.
- (3) Such notice shall be communicated by the Housing Department to the Tenant at the Tenant's last known address and the Termination shall be effective ten (10) calendar days from the date of the Notice.
- (4) In the event Tenant(s) cannot be located, notice shall be deemed given if mailed by certified mail to Tenant's last known address.

**B. RE-ENTRY AND PERSONAL PROPERTY.**

- (1) Upon giving the Notice, the Housing Department shall have the right to re-enter the premises, and remove all persons and personal property therefrom.
- (2) The Housing Department may sell or dispose of any personal property, if any, and apply the proceeds to any charges due the Housing Department after the Termination date set forth in the notice.

**C. SECURING THE PREMISES.** In the event of abandonment, the Housing Department may, at its discretion, secure the premises to prevent the Tenant from re-entering the premises and to protect the unit against damage (vandalism).

**D. PERSONAL PROPERTY UPON TERMINATION.** Any personal property remaining in the premises, after the lease has been terminated and the Tenant removed, shall be subject to sale or disposal by the Housing Department. The costs associated with such sale or disposal shall be the responsibility of the Tenant.

**9. INSPECTIONS**

**A. INSPECTION.** Tenant agrees to permit the Housing Department or its representative(s) to enter the premises during all reasonable hours to inspect the unit or to make such repairs, additions, or alterations as may be deemed necessary. Such entry may be made only during reasonable hours after reasonable advance notice in writing or by telephone.

**B. UNSAFE OR UNSANITARY CONDITION.**

- (1) If, during the course of inspection by the Housing Department, the dwelling unit is found to be in an unsafe or unsanitary condition caused by Tenant, or damaged beyond normal wear and tear, the Tenant shall be given fourteen (14) calendar days to repair or correct the condition.
- (2) The Housing Department may, at its discretion, have an Indian Health Service representative inspect the dwelling unit.
- (3) The Housing Department will conduct re-inspection to verify compliance.
- (4) Failure by the Tenant to repair or correct the condition or damage shall result in termination of the lease.

Tenant (s) Initials: \_\_\_\_\_  
Date: \_\_\_\_\_



C. ENTRY UPON EMERGENCY OR TO PREVENT WASTE.

- (1) The Housing Department shall have the right to immediately re-enter the premises in the event of emergency or to prevent substantial damage or waste to the premises without prior written or telephone notice to the Tenant if the Housing Department reasonably believes that an emergency situation exists which requires such entrance.
- (2) The Housing Department must thereafter promptly notify the Tenant of the date, time and intended purpose of entry, and of the emergency, which necessitated it.

D. PRE-OCCUPANCY INSPECTION.

- (1) Prior to occupancy, the Tenant and the Housing Department shall jointly inspect the dwelling unit.
- (2) The Housing Department reserves the right to videotape the inspection.
- (3) The Tenant and a Housing Department representative shall (jointly) sign a statement describing the condition of the dwelling unit and the equipment in the unit. A copy of that statement shall be provided to the Tenant while the Housing Department will retain the original.

E. INSPECTION UPON VACATION OF PREMISES.

- (1) When the Tenant vacates the dwelling unit, the Tenant and the Housing Department shall jointly inspect the dwelling unit.
- (2) The Housing Department reserves the right to videotape the inspection.
- (3) The Tenant and a Housing Department representative shall (jointly) sign a statement describing the condition of the dwelling unit and the equipment in the unit. The Housing Department will provide a copy of the inspection to the Tenant. Additionally, the Housing Department will provide the Tenant with a written statement detailing any deductions from the security deposit within forty-five (45) calendar days of the date the Housing Department is notified that the Tenant has vacated the premises. Both will be sent to the Tenant's last known address.

F. TENANT'S DUTIES UPON VACATING PREMISES. Prior to vacating the premises, the Tenant shall:

- (1) Notify the Housing Department, in writing. Telephone notifications will NOT be accepted.
- (2) Make all necessary arrangements with utility and other service providers to terminate service.
- (3) Request a MOVE-OUT Inspection.
- (4) Return the keys to the premises to the Housing Department.

Tenant (s) Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

10. TERMINATION OF THE RENTAL AGREEMENT

- A. **REASONS FOR TERMINATION.** The Housing Department will not terminate a tenancy except for serious or repeated violations of the terms or conditions of the lease or for other good cause.
  
- B. **SERIOUS VIOLATIONS.** The following violations shall be considered "serious" violations and shall result in the termination of the lease:
  - (1) Failure to pay Rent when due.
  - (2) Failure to repair damage to premises in accordance with the terms of the lease.
  - (3) Misrepresentation of facts regarding income and members of the household.
  - (4) Failure to properly maintain utilities.
  - (5) Engagement in Criminal activities.
  - (6) Failure to notify the Housing Department of damage to the premises.
  - (7) Failure to maintain the premises and grounds in a safe and sanitary condition.
  - (8) Engaging in conduct, which threatens the health, safety, or peaceful enjoyment of any person in accordance with Section 6.H. of this lease.
  - (9) Intentionally causing damage to premises.
  - (10) Failure to pay money owed to the Housing Department pursuant to this lease.
  - (11) Possession of a firearm in violation of the Housing Departments published rules.
  
- C. **REPEATED VIOLATIONS.** Repeated violations shall mean two (2) or more violations of any provisions of this lease or the attached Tenant Handbook and Rules of Occupancy.
  
- D. **TERMINATION NOTICE.** The lease shall be terminated fourteen (14) calendar days from receipt of Notice of Termination by the Tenant pursuant to this section.

11. LEGAL NOTICES

- A. **SUFFICIENCY OF NOTICE TO TENANT.** Any notice to Tenant required hereunder will be sufficient if:
  - (1) Delivered in writing to the Tenant personally, or
  - (2) To an adult member of Tenant's family residing in the dwelling unit

Tenant (s) Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

- (3) If the notice cannot be given under 11.A.(1) or 11.A.(2) with reasonable diligence, then the Housing Department or its designated representative will:
  - (a) Deliver the notice by mail to the Tenant by certified mail, return receipt requested, or;
  - (b) Affix a copy of the notice in a conspicuous place on the rental premises where it can be conveniently read and by mailing a copy by regular or other mail to the Tenant's last known address.

B. **SUFFICIENCY OF NOTICE TO THE HOUSING DEPARTMENT.** Notices to the Housing Department are to be given to the Housing Department in writing and shall be delivered to a Housing Department employee at the Housing Department Office or delivered by mail to the Housing Department by certified mail, return receipt requested.

**12. GRIEVANCE PROCEDURE**

All grievances or appeals arising under this Dwelling Lease shall be processed and resolved pursuant to the Grievance Procedure of the Housing Department which is in effect at the time such grievance or appeal arises, which procedure on file at the Housing Department office and incorporated herein by reference.

**13. ENTIRE AGREEMENT**

This Lease, consisting of twelve (12) pages and incorporating by reference the Tenant Handbook and Rules of Occupancy together with any adjustments of rent or dwelling unit, which evidences the entire agreement between the Housing Department and Tenant.

**14. TENANT HANDBOOK AND RULES OF OCCUPANCY**

Tenant has received a copy of the Tenant Handbook and Rules of Occupancy reviewed the same with a Housing Department representative and understands the provisions thereof.

Tenant (s) Initials: \_\_\_\_\_  
Date: \_\_\_\_\_



IN WITNESS WHEREOF, the parties have executed this lease agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 2002, at Peshawbestown, MI.

\_\_\_\_\_  
(Signature of Head of Household) (Date)

\_\_\_\_\_  
(Signature of Tenant's Spouse) (Date)

\_\_\_\_\_  
(Signature of Co-Lease Holder - Other than Spouse) (Date)

\_\_\_\_\_  
(Signature of Resident Services Representative) (Date)

\_\_\_\_\_  
(Signature of Housing Department Director) (Date)

Distribution: Copy to Tenant  
Original to Tenant File

Tenant (s) Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

# **APPENDIX 26**

## **Sample Lease**

### **TAX CREDIT**

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# TAX CREDIT OCCUPANCY AGREEMENT (TCOA)

This agreement is established on behalf of the XYZ Corporation, a tribally chartered business, and the Grand Traverse Band Tribal Housing Department (GTBHD) whom the XYZ has contracted with to manage the GTB Tax Credit Project.

**RESIDENTS OF HOME:** (List all persons who will live in the House)

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_

**AUTHORIZED MANAGER OF THIS PROPERTY:**

Gray Wolf Tribal Housing Department  
P.O. Box 999, Pine View, Wisconsin 55555

**LOCATION OF PROPERTY:** \_\_\_\_\_ Sun Valley  
(House Number) (Street Name)

**DURATION OF LEASE:** Month-to-Month

**STARTING DATE OF LEASE:** \_\_\_\_\_

**NOTICE PERIOD:** The Homebuyer will give Management one full months NOTICE of his/her intent to vacate.

**MONTHLY HOUSE RENT \$** \_\_\_\_\_

(This includes an administrative charge that can be increased periodically to keep pace with inflation. At time of lease execution, that ADMINISTRATIVE charge makes up \$ \_\_\_\_\_ of the monthly rental charge.



**ALL UTILITIES ARE TO BE PAID BY CLIENT.** This includes, but is not limited to LP Gas, Electricity, Sewer / Water, and Telephone.

Management (acting as agent for the owner of the premises) and CLIENT agree to the terms of this Lease and any attachments that may be made part of this Lease.

\_\_\_\_\_  
(Signature of Head of Household)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Head of Households Spouse)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of GWTHD Resident Services Staff)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of GWTHD Director)

\_\_\_\_\_  
(Date)

*Client acknowledges receipt of the Tax Credit Occupancy Agreement by signature of this document.*

## TERMS OF THIS LEASE

### A. RENT

1. **PAYMENT:** RESIDENT will pay MANAGEMENT the full monthly rent before midnight of the first day of each month while this lease is in effect and during any extensions or renewals of this Lease. Rent will be paid as required by MANAGEMENT.
2. **WHO IS RESPONSIBLE FOR RENT:** Each RESIDENT is individually responsible for paying the full amount of rent and any other money owed to MANAGEMENT.

3. **DUTY TO PAY RENT AFTER EVICTION:** If RESIDENT is evicted because RESIDENT violated a term of this Lease, RESIDENT must still pay the full monthly rent until: **1)** the House is re-rented; **2)** the DATE THIS LEASE ENDS; or **3)** if the Lease is month-to-month, the next notice period end. If the House is re-rented for less than the rent due under this Lease, RESIDENT will be responsible for the difference until the DATE THIS LEASE ENDS or, if the Lease is month-to-month, until the end of the next notice period.
4. **LATE RENT SERVICE CHARGE AND RETURNED CHECK FEE:** RESIDENT will pay the SERVICE CHARGE listed above if RESIDENT does not pay the full monthly rent by the 5<sup>th</sup> day of the month. RESIDENT also will pay a fee of \$20 for each returned check.

## B. USE OF HOUSE

5. **OCCUPANCY AND USE:** Only the person listed above as RESIDENT may live in the House. Persons not listed as RESIDENTS may live in the House only with the prior written consent of MANAGEMENT. RESIDENTS may use the House and utilities for normal residential purposes only.
6. **SUBLETTING:** RESIDENT may not lease the House to other persons (sublet), assign this Lease or sell this Lease.
7. **RESIDENT PROMISES:** **1)** Not to act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of the other residents to peace and quiet, or allow his/her guests to do so; **2)** to use the House only as a private residence, and not in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium in MANAGEMENT'S insurance; **3)** not to use or store on or near the House any flammable or explosive substance; **4)** not to interfere in the management and operation of the House; **5)** that the House, common areas, or area surrounding the building will not be used by the RESIDENT or by anyone acting under his/her control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess any illegal drugs.
8. **WATERBEDS:** RESIDENT may not keep a waterbed or other water-filled furniture in the House without the prior written consent of MANAGEMENT.
9. **PETS:** RESIDENT may not keep animals or pets.

## C. CONDITION OF HOUSE

10. **MANAGEMENT PROMISES:** 1) That the House and all common areas are fit for use as a residential premises; 2) to keep the House in reasonable repair and make necessary repairs within a reasonable time after written notice by RESIDENT except when damage is caused by the intentional or negligent conduct of the RESIDENT or his/her guests; 3) to maintain the House in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the intentional or negligent conduct of the RESIDENT or his/her guests; 4) to keep the common areas clean and in good condition.
  
11. **RESIDENT PROMISES:** 1) Not to damage or misuse the House or waste the utilities provided by MANAGEMENT or allow his/her guests to do so; 2) not to paint or wallpaper the House, or make any structural changes in the House without the prior written consent of MANAGEMENT; 3) to keep the House clean; 4) to give written notice to MANAGEMENT of any necessary repairs to be made; 5) to notify MANAGEMENT immediately of any conditions in the House that are dangerous to human health or safety, or which may damage the House or waste utilities provided by MANAGEMENT; 6) that when RESIDENT moves out the House will be left in good condition, except for ordinary wear and tear; 7) not to remove any fixtures or furnishings supplied by MANAGEMENT without the prior written consent of MANAGEMENT; 8) to cooperate with MANAGEMENT'S efforts at pest control. This may include, among other things, RESIDENTS emptying and cleaning cabinets, drawers and closets, pulling furniture away from walls and allowing exterminator to enter and treat the House.
  
12. **SECURITY DEPOSIT:** MANAGEMENT may keep all or part of the security deposit a) for damage to the House beyond ordinary wear and tear; and b) for rent or other money owed to MANAGEMENT.
  
13. **DESTROYED OR UNLIVABLE HOUSE:** If the House is destroyed or damaged so it is unfit to live in due to any cause, MANAGEMENT may cancel this Lease immediately and may choose not to rebuild or restore the House. If the destruction or damage was not RESIDENT'S fault and MANAGEMENT cancels this Lease, rent will be pro-rated and the balance will be refunded to the RESIDENT.



## D. DURATION OF LEASE

14. **FAILURE TO GIVE POSSESSION:** If MANAGEMENT cannot provide the House to RESIDENT at the start of this Lease, RESIDENT cannot sue MANAGEMENT for any resulting damages. RESIDENT will not start paying rent until he/she gets possession of the House.
15. **MOVING OUT BEFORE LEASE ENDS:** If RESIDENT moves out of the House before the DATE THIS LEASE ENDS, RESIDENT is responsible for rent and any other losses or costs including court costs and attorneys' fees.
16. **TERMINATION OF LEASE WITH SPECIFIED ENDING DATE:** If RESIDENT wishes to move out of the House on the DATE THIS LEASE ENDS, RESIDENT must give MANAGEMENT prior written notice equal to the NOTICE PERIOD. IF RESIDENT fails to give proper notice, MANAGEMENT may a) extend the Lease for one NOTICE PERIOD and b) raise the rent. If RESIDENT stays in the House after the DATE THIS LEASE ENDS, with the approval of MANAGEMENT, and RESIDENT and MANAGEMENT have not renewed this Lease or entered into a new Lease, this Lease shall be extended under its original terms except a) the duration shall be changed to month-to-month, and b) MANAGEMENT may raise the rent.
17. **TERMINATION AND ALTERATION OF MONTH- TO- MONTH LEASE:** When the Lease is month-to-month, MANAGEMENT and RESIDENT may terminate the Lease only by giving the other party written notice equal to the NOTICE PERIOD. A notice to cancel a Lease is effective on the last day of the month. MANAGEMENT may change any of the terms of a month-to-month Lease, including the amount of rent, by giving RESIDENT written notice at least equal to the NOTICE PERIOD.
18. **MOVING OUT OF THE HOUSE:** RESIDENT will move out of the House when this Lease ends. If RESIDENT moves out after this Lease ends, RESIDENT will be liable to MANAGEMENT for any resulting losses including rent, court costs and attorneys' fees.

## E. RIGHTS OF MANAGEMENT

19. **EVICTION:** If RESIDENT violates any of the terms of this Lease, RESIDENT may be evicted immediately and without prior notice. If RESIDENT violates a term of this Lease but MANAGEMENT does not sue or evict RESIDENT MANAGEMENT may still sue or evict RESIDENT for any other violation of any term of this Lease. Under state law, a lawful seizure from any House of any illegal object or substance, including drugs, constitutes unlawful possession of the House by that RESIDENT, and is grounds for an automatic eviction.
  
20. **EVICTION AFTER PARTIAL PAYMENT OF RENT:** It is expressly agreed to between MANAGEMENT and RESIDENT acceptance by MANAGEMENT of less than the full amount of rent due from RESIDENT does not waive MANAGEMENT'S right to recover possession of the rental premises for nonpayment by RESIDENT of balance of rent owed MANAGEMENT.
  
21. **ATTORNEYS' FEES AND ENFORCEMENT COSTS:** If MANAGEMENT brings any legal action against RESIDENT, RESIDENT must pay MANAGEMENT'S actual attorneys' fees, or other legal fees and expenses including fees paid to a collection agency, expenses, and court costs even if rent is paid after the legal action is started.
  
22. **MANAGEMENT'S RIGHT TO ENTER:** MANAGEMENT or its authorized agents may enter the House at any reasonable time to inspect, improve, maintain or repair the House, or do other necessary work, or to show the House to potential new RESIDENTS or buyers.
  
23. **MANAGEMENT'S LEGAL RIGHTS AND REMEDIES:** MANAGEMENT may use its legal rights and remedies in any combination. By using one or more of these rights or remedies, MANAGEMENT does not give up any other rights or remedies it may have. Acceptance of rent does not waive MANAGEMENT'S right to evict RESIDENT for any past or existing violation of any term of this Lease.

24. **LEASE IS SUBJECT TO MORTGAGE:** The House building may be mortgaged or may be subject to a contract for deed. RESIDENT agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to RESIDENT'S rights. For example, if a mortgage on the House building is foreclosed, the person who forecloses on the House may, at their option, terminate RESIDENT'S lease.

## **F. LIABILITY OF RESIDENT AND MANAGEMENT**

25. **DAMAGE OR INJURY TO RESIDENT OR HIS / HER PROPERTY:** MANAGEMENT is not responsible for any damage or injury that is done to RESIDENT or his/her property, guests or their property that was not caused by MANAGEMENT. MANAGEMENT recommends that RESIDENT obtain Renter's Insurance to protect against injuries or property damage.
26. **ACTS OF THIRD PARTIES:** MANAGEMENT is not responsible for the actions, or for any damages, injury or harm caused by third parties (such as other residents, guests, intruders or trespassers) who are not under MANAGEMENT'S control.
27. **RESIDENT SHALL REIMBURSE MANAGEMENT FOR:** 1) Any loss, property damage, or cost of repair or service (including plumbing problems) caused by negligence or improper use by RESIDENT, his/her agents, family or guests; 2) any loss or damage caused by doors or windows being left open; 3) all costs MANAGEMENT has because of abandonment of the House or other violations of the Lease by RESIDENT, such as costs for advertising the House; 4) all court costs and attorneys' fees MANAGEMENT has in any suit for eviction, unpaid rent, or any other debt or charge.
28. **WHEN PAYMENTS ARE DUE:** Any amount owed by RESIDENT is due when MANAGEMENT asks for it. MANAGEMENT does not give up its right to any money owed by RESIDENT because of MANAGEMENT'S failure or delay in asking for any payment. MANAGEMENT can ask for any money owed by RESIDENT before or after RESIDENT moves out of the House.



## G. MISCELLANEOUS

29. **FALSE OR MISLEADING RENTAL APPLICATION:** If MANAGEMENT determines that any oral or written statements made by RESIDENT in the rental application or otherwise are not true or complete in any way, then RESIDENT has violated this Lease and may be evicted.
30. **BUILDING RULES AND ATTACHMENTS ARE PART OF LEASE, NO ORAL AGREEMENTS:** Any attachments to this Lease are a part of this Lease. If a term of any attachment conflicts with any term of this Lease, the attachment term will be controlling. MANAGEMENT'S building rules are a part of this Lease and MANAGEMENT may make reasonable changes in these rules at any time by giving RESIDENT written notice. No oral agreements have been made. This Lease and its attachments and any other written agreements are the entire agreement between RESIDENT and MANAGEMENT.
31. **NOTICES:** All RESIDENTS agree that notices and demands delivered by MANAGEMENT to the House are proper notice to all RESIDENTS, and are effective as soon as delivered to the House.

## ADDENDUM TO LEASE FOR TAX CREDIT PROJECT

- A. Tenant acknowledges that \_\_\_\_\_ is subject to the rules and regulations of the Federal Low Income Housing Tax Credit Program (the Program). The Program requires that the Tenant's unit be leased to a "Qualified Person". A "Qualified Person" is a person who meets the income and other requirements for the person's unit to qualify as a low-income unit as defined by Section 42 of the Internal Revenue Code. Tenant agrees to notify Landlord immediately of any material changes in the income or identity of persons residing within the Unit.
- B. Tenant agree that each of Tenant's representations under the Lease and Application is material and that any misrepresentations of any information in the Lease or Application shall constitute a breach of the Lease.
- C. Tenant agrees that **90** days prior to the expiration of the Lease term and at any other time reasonably requested by Landlord, Tenant will submit to Landlord all documentation required by Landlord necessary to insure that Tenant remains a Qualified Person, including any required third-party verifications. In the event that Tenant fails to deliver such information or Landlord determine that Tenant is not longer a Qualified Person under the Program. Tenant agrees to vacate the unit upon the earlier of the expiration of the Lease or upon **30** days' prior written notice from the Landlord of non-qualifying status.
- D. The Program provides for qualification restrictions with respect to occupancy of Program units by full-time students. Subject to certain limited exceptions, Tenant may not be a full time student. Tenant agrees that Tenant must meet all student status requirements under the Internal Revenue Code to remain in the unit. If Tenant fails to meet all student status requirements, Tenant will be subject to immediate eviction.
- E. Tenant agrees to notify Landlord immediately if Tenant becomes a full time student or if there is a change in the members of the household.