



YAKAMA NATION HOUSING AUTHORITY

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YAKAMA NATION HOUSING AUTHORITY RENTAL AGREEMENT FOR LOW-RENT HOUSING

OFFICIAL TAX CREDIT – RENTAL

Article I - Parties to the Agreement

___ 1.1 **Parties:** This Rental Agreement is made this ____ day of ____, 20____, by and between YAKAMA NATION HOUSING AUTHORITY (“YNHA” or the “Housing Authority”) and ____, (“Tenant”).

___ 1.2 **Tenant.** As used in this Rental Agreement, “Tenant” means all persons who have signed as a Tenant. Each person who signs as a Tenant is jointly and separately responsible for compliance with this Rental Agreement, including the full payment of rent, damages, and other charges.

Article II - Premises

___ 2.1 **Rental Unit:** In reliance upon the Tenant’s representations as to household composition (*see* Article IV) and household income, YNHA does hereby rent to Tenant, and Tenant does hereby rent from YNHA, upon the conditions hereinafter provided, the following rental unit (the “Premises”):

Rental Unit Number ____, Name of Project ____, located at:
(Address) ____, (City) ____, (State) WA, (Zip) ____

___ 2.2 **Residence Use:** YNHA rents the Premises to Tenant for use as a private family residence and those uses normal to family life, and for no other purpose. Tenant shall not to use the interior or the exterior of the Premises for the repair, assembly, or disassembly of automobiles, boats, motorcycles, or any motor or internal combustion engine, or for any commercial purpose, including but not limited to a fireworks stand, a daycare center, a restaurant, a place of lodging, or other business.

Article III - Term

___ 3.1 **Initial Term:** The initial term of this Rental Agreement is one (1) year, beginning on the ____ day of ____, 20____, and ending at midnight on the last day of ____, 20____ (the “Initial Term”).

___ 3.2 **Renewal:** After the Initial Term, this Rental Agreement is renewable on a month-to-month basis, by the payment by Tenant and acceptance by YNHA of the monthly rent payment (*see* paragraph 5.1), which is due and payable on the first of each and every month thereafter until terminated. The payment and acceptance of back rent shall not operate to renew this Rental Agreement.

Article IV - Household Composition

4.1 **Initial Occupants:** The authorized occupants of the Premises are limited to those persons who are listed on the following household composition. Changes to the household composition must be reported to YNHA, for review and approval by YNHA. YNHA will not approve any changes to the household composition of a Tax Credit unit until after the first six (6) months of the Initial Term.

Household Composition						
Name	SSN#	Relation to Tenant	DOB	Place of Birth	Sex	Occupation

4.2 **Occupants per Unit:** Tenant agrees that the number of persons per bedroom will not exceed the limits set forth in the YNHA Eligibility, Admissions and Occupancy Policies, as may be amended from time to time. The following limits apply:

Total Bedrooms	Total Occupants	
	Minimum	Maximum
1	1	2
2	2	5
3	4	7
4	6	9

4.3 **Reassignment:** If YNHA determines that, due to the household composition, the size of the dwelling unit is no longer appropriate to Tenant’s needs, YNHA may require Tenant, and Tenant hereby agrees, to transfer to another unit of appropriate size, either within the same project, or in a different project. YNHA will give Tenant at least thirty (30) days’ written Notice of Transfer. Tenant will relocate as necessary and sign a new Rental Agreement.

Article V - Payments

5.1 **Required payments include:**

(a) Rent in the amount of \$ _____ for use and occupancy of the Premises, including services and equipment furnished by the YNHA at no extra cost, and described as:

1. Refrigerator	3. Water/Sewer/Garbage
2. Stove	4. Washer/Dryer

(b) Amounts chargeable for the excess consumption of utilities (*see* paragraph 6.1), excess garbage (*see* paragraph 6.3), additional or special services chargeable to the Tenant, and use of special equipment, described as:

1. Unit area cleanup (not done by Tenant)	3. Tow-away of vehicles
2. Lawn mowing (not done by Tenant)	4. Excess utilities/garbage

5.2 **Security Deposit:** Tenant agrees to pay \$ 250.00 as a refundable security deposit, which YNHA may apply to the cost of repairs for which Tenant is responsible (*see* paragraph 9.7), or apply to past due rent or other charges owed to YNHA by Tenant. Tenant must pay the security deposit at the signing of the Rental Agreement. If Tenant is unable to pay the security deposit, Tenant may request a payment plan. If any part of the security deposit is used prior to termination, the Tenant will replenish the security deposit, the following month. or request a repayment plan.

5.3 **Early Occupancy:** (This paragraph applies only if Tenant occupies the Premises prior to the beginning of the Initial Term.) Tenant shall have the right to occupy the Premises during the period from _____ to the commencement of the term hereof under and subject to the same terms and conditions as are set forth herein, for which Tenant agrees to pay \$_____ in advance.

Article VI - Utilities

6.1 **Furnished and Not Furnished:**

YNHA agrees [x] to furnish: Water / Electricity / Garbage / Internet

Tenant agrees [x] to furnish: Water / Electricity / Garbage / Internet

Tenant will be provided a utility allowance for utilities (except internet) that Tenant agrees to furnish. The amount of this allowance is included in the overall rent calculation and is subject to change. For utilities provided by YNHA, YNHA may charge Tenant for excess use (*e.g.*, garbage, *see* paragraph 6.3).

6.2 **Utility accounts:** Tenant must be able to establish and maintain an account with the provider of each utility which the Tenant agrees to furnish. YNHA may require documentation that an account has been established prior to occupancy.

6.3 **Garbage:** YNHA will maintain appropriate receptacles and facilities for the collection of garbage, rubbish and other waste. Tenant will carry the trash receptacles on the Premises to the street on the day assigned for pickup. The allowed garbage services paid by YNHA will not exceed: Two (2) 34-gallon trash cans / Other _____. Tenants will be charged for garbage services in excess of this amount.

6.4 **Tenant’s Responsibilities:** If Tenant is to supply heat, then Tenant must furnish sufficient heat to the Premises to prevent freezing of pipes and/or appliances. Failure to do so is a material lease violation. If, for any reason, Tenant is unable to maintain sufficient heat, Tenant shall notify YNHA immediately. YNHA will charge Tenant for any damages resulting from freezing, unless the loss was unavoidable, such as when there is a general failure of the utility company to supply services in the entire area.

6.5 **YNHA Not Liable for Loss of Utilities:** YNHA will not be liable for failure to supply any utilities, including heat, for any cause beyond the control of YNHA.

Article VII - Vehicles

7.1 **Registration of Vehicles:** Tenant is allowed to keep two (2) licensed vehicles on the property. Tenant must register all vehicles with YNHA. Tenant will be assigned two parking spaces and must park only those vehicles in the designated parking spaces. At move-in, YNHA will provide Tenant with a YNHA Parking Permit for each registered vehicle. If Tenant changes vehicles, Tenant must register the new vehicle with YNHA. Failure to register a vehicle with YNHA may result in the vehicle being towed at Tenant’s expense. The following licensed vehicles are registered for purposes of parking:

Make	Model	Year	License Number/ or VIN Number

7.2 **Illegal Parking:** Whenever YNHA finds a vehicle standing upon YNHA property without YNHA’s authorization, YNHA may have the vehicle removed under Revised Yakama Code (“RYC”) 50.46.25. YNHA does not allow any parking on the grass or planted areas, and does not allow abandoned vehicles, disassembled vehicles, or non-repaired vehicles anywhere on the property. YNHA will endeavor to notify Tenant prior to removal; however, may remove such vehicles from the Premises immediately at Tenant’s expense.

7.3 **No Recreational Vehicles.** There shall be no parking of RVs, campers, or boats anywhere on YNHA property. If an RV, camper or boat is parked anywhere on YNHA property, then YNHA will tag the vehicle and have it towed after five (5) working days.

Article VIII - Care and Maintenance

8.1 **YNHA’s Responsibilities:** YNHA will perform routine and preventative maintenance to keep the Premises and the project in a decent, safe and habitable condition, and to comply with applicable housing safety codes. YNHA will conduct inspections (*see* Article XII), make necessary repairs to the Premises, and keep project buildings, facilities and common areas not otherwise assigned to Tenant in a decent, safe and habitable condition.

8.2 **Tenant’s Care of Premises:** Tenant shall keep the interior and exterior of the unit clean and sanitary at all times. Tenant shall use all electrical, plumbing, sanitary, heating, and appliances in a reasonable manner. Do not put cooking oil or grease down the drain. Do not flush disposable diapers or wipes down the toilet. All non-biodegradable waste must be kept out of the septic system. Tenant shall dispose of garbage, rubbish, old motor oil, old car batteries, and other waste from the Premises in sanitary and safe manner. Tenant shall cooperate with inspections and will report any issues requiring YNHA repairs or attention. Tenant shall not modify or in any way add to or take away from the original condition of the unit (such as painting, flooring, or other interior or exterior features), except after obtaining signed, written authorization from YNHA.

8.3 **Lawn Care:** Tenant shall not park or drive any vehicle, car, truck, snow machine, trailer, ATV, or boat of any type on the grass or planted areas. Unless the lawn is watered by underground sprinklers operated by YNHA, Tenant must water the lawn. It is also Tenant’s responsibility to cut the grass and care for the planted areas on the exterior of the Premises. Tenant may ask to borrow a lawn mower from the YNHA Maintenance Department. The YNHA Maintenance Department will care for lawns in common areas. In snow season, the YNHA Maintenance Department will clear common parking areas as well as common driveways. Tenant is responsible for clearing snow from the driveway and sidewalks outside the unit.

8.4 **Pest Control.** In case of infestation by rodents or insects, Tenant will notify YNHA immediately and will cooperate with scheduling and access for pest control services. If recommended, Tenant will modify habits that may contribute to infestation (e.g., take out garbage regularly, keep food covered, etc.). As with damages to the unit, YNHA will charge Tenant for infestations that are within Tenant’s control.

8.5 **Work Orders.** Tenant shall request maintenance by contacting the YNHA Maintenance Department, either in person at the YNHA Office or by telephone. Work orders are scheduled for response based on priority, with first priority given to emergencies. Before scheduling the work, YNHA will give the Tenant at least forty-eight (48) hours’ notice (unless otherwise agreed). Tenant or a household member must be present during the work, and must allow access to the Premises. Tenant may call to reschedule an inspection and YNHA will comply with reasonable requests, but after the third written notice, YNHA may enter into the unit without further notice.

If Tenant fails to reschedule and refuses or fails to allow access to the Premises, YNHA may charge the Tenant \$25 to help cover YNHA's time and transportation costs. Repeated failure to allow entry upon proper notice is a material violation of the Rental Agreement.

8.6 **Emergency Service Calls:** Tenants may request emergency service when there is an imminent threat to the health or safety of Tenant or Tenant's household, or of serious damage to the Premises. In general, being locked out of the unit is not considered an emergency. YNHA will bill Tenant for the time and transportation costs of responding to an emergency service call if (a) Tenant caused the emergency, or (b) Tenant requests emergency service between the hours of 8 a.m. and 5 p.m. on weekdays, or at any time on weekends or holidays, and YNHA determines that there was no bona fide emergency.

Article IX - Conditions of Occupancy

9.1 **Health and Safety Code Compliance:** Tenant will comply with all obligations primarily imposed upon Tenants by applicable provisions of building and housing codes affecting health and safety. Tenant shall report any unsafe or unsanitary conditions to YNHA immediately so that they may be addressed. For Tenant's maintenance responsibilities, *see* Article VIII.

9.2 **Right to Quiet Enjoyment:** Tenant, household members and guests shall conduct themselves in a manner which will not disturb the neighbors' peaceful enjoyment of their accommodations. Tenant agrees not to operate or permit others to operate radios, stereos, or home entertainment systems at an unreasonably loud volume, or to allow loud voices, loud parties, noisy vehicles, or operation of loud equipment or power tools which disturb the peaceful enjoyment of others. There shall be no discharge of firearms on YNHA property. Tenant agrees not to cause or allow others to cause damage to the persons or property of others (e.g., slashed tires).

9.3 **No Assigning or Re-leasing of Unit or Storage Areas:** Tenant shall not assign this Rental Agreement, or sublet or re-lease any part of the Premises, or give accommodations to boarders or lodgers. This applies to all areas of the Premises, including the unit, storage areas, and parking areas. Tenant shall not use or permit the use of the Premises for any purpose other than as a private residence solely for Tenant and persons listed on the household composition.

9.4 **No Smoking:** There shall be no smoking inside units. Tenants may smoke outside of the unit but must provide their own receptacle for cigarette butts. Cigarette butts cause unsanitary conditions and will be cause for a warning of Rental Agreement violation. Smoking inside the unit is may lead to termination.

9.5 **Consent to Testing:** YNHA has a Zero-Tolerance policy against drugs and alcohol in YNHA housing. As a condition of tenancy, Tenant and all adult household members will sign an Agreement and Consent for Drug and/or Alcohol Screening (see Attachment #2) and will submit to screening (urinalysis) as described in Article XI.

9.6 **Animals:** No dogs are allowed to residents of the Tax Credit units at Apas Goudy, except for Assistance Animals. Tenant will comply with the YNHA Pet and Assistance Animal Policy, including any required deposits and agreements, as a condition of keeping an animal of any kind (including birds and fish) on YNHA property.

9.7 **Damage and Destruction:** Tenant shall not, by action or negligence, destroy, deface, damage or remove any part of the Premises or any YNHA property, including the Community Center. Tenant must make every possible effort to prevent actions by others that could result in such damage or destruction. This includes broken windows, broken doors and door frames, holes in the walls, broken cabinet doors, and similar damage. This also includes damages to common areas such as playgrounds, parking lots, and streets. Tenant shall not cause or allow others to cause damage to others (e.g., slashed tires). Tenant is financially responsible for property damage and/or destruction caused by the actions or negligence of Tenant or household members, as well as by invited guests and others under Tenant's control. Tenant assumes all financial responsibility for losses and damages to the unit due to the operation of meth lab anywhere on the Premises, including storage sheds. The cost of remediation varies

but may exceed \$20,000. The operation of a meth lab is a substantial violation of the Rental Agreement. Tenant and those involved will not be eligible for any YNHA housing programs.

9.8 **Mitigating Additional Damage:** Tenant shall report any damages to the unit, of whatever cause, and any situations which may result in further damage or deterioration to the Premises or surrounding buildings or property. (Examples include: leaking sinks and toilets, broken waterlines, other plumbing or electrical problems.) Tenant also will notify YNHA whenever the Premises or surrounding buildings or property are damaged by fire, wind, or other natural disaster. If the Premises are damaged by criminal activity, Tenant will report such activity to the appropriate law enforcement authorities. Tenant or Tenant's insurance carrier will be responsible for the cost of repairs.

9.9 **Recertification:** On an annual basis, as requested by YNHA, and within thirty (30) days of any change to household composition or income, including from employment, Tenant will report accurate information as to household composition, income, and employment on a Recertification Form, signed by Tenant under penalty of perjury. Any changes to the family composition are subject to approval by YNHA. YNHA uses this information to reaffirm eligibility for low-income housing and establish the rent amount. YNHA will provide (30) days' written notice to Tenant before adjusting the rent. If Tenant fails to report, YNHA will increase the rent retroactively for increases in income, but will not decrease the rent after the fact for decreases in income. Tenant's failure to provide current, accurate information about household composition and/or household income is a serious violation of the Rental Agreement. The furnishing of any false or misleading information to YNHA also violates federal laws (U.S. Code, Title 18, Section 1001).

9.10 **Gate Rules (applies to gated communities):** Tenants must comply with gate rules and must not share gate codes with non-tenants. Clickers (remotes) will be issued one-time for free. If a gate clicker is lost or stolen Tenant will be charged \$60 for clicker replacement.

9.11 **Abandonment:** The head of household shall occupy the Premises as his or her primary residence, on a continuous basis. Absence for more than five (5) days straight without permission of YNHA is considered abandonment. The head of household must apply, in writing, to the YNHA Executive Director, stating the reason and anticipated length of the absence, and the Executive Director will provide a written response. In case of abandonment, YNHA has the right to enter the unit and secure the unit by locking and boarding up the unit. Abandonment is a serious violation of the Rental Agreement and will constitute grounds for termination.

9.12 **Regulation Compliance:** Tenant agrees to abide by all reasonable policies and regulations adopted by the YNHA Board of Commissioners for the operation and management of YNHA housing. Such policies and regulations will be made available in the YNHA Office. All such regulations and those hereafter approved by YNHA, are incorporated into this Rental Agreement by reference, after due notice to Tenant as required by law.

Article X - Compliance with Laws

10.1 **Illegal Use of Drugs:** Tenant shall comply with RYC 10.01.109, which prohibits the illegal use of any controlled substance. Neither Tenant nor household members will engage in the illegal possession, use, consumption, manufacture, cultivation, delivery, transfer, sale, barter, or conveyance of any controlled substance, including medical marijuana or any street drug, on or off the Premises. Nor will Tenant or a household member permit a guest or other person to engage in such conduct on the Premises. Any use of a controlled substance will be limited to those prescribed, under a current, valid prescription from a licensed physician and/or pharmacist, to the person using them. Conduct that violates this paragraph is a serious violation of the Rental Agreement.

10.2 **Use of Alcohol:** Tenant shall comply with RYC 10.01.181 and RYC 10.01.183, which prohibit intoxicating liquors (including beer, wine, whiskey or any beverage containing alcohol) in any area under the jurisdiction of the Yakama Nation. Neither Tenant nor members of the household will consume or possess intoxicating liquors on the Premises or anywhere on YNHA property, or permit others to consume or possess

intoxicating liquors on YNHA property. If Tenant violates this paragraph and alcoholism is involved, Tenant should contact the YNHA Disability Coordinator.

10.3 **Dependent Abuse & Neglect:** Tenant shall comply with RYC 10.01.57, which makes it unlawful to provide alcohol, marijuana, drugs or any controlled substance to children. Tenant shall comply with RYC 10.01.21, which makes it unlawful to commit acts of violence, abuse, or neglect to or upon children. Tenant shall comply with RYC 10.01.05 and 10.01.69, which prohibit failing to provide food, shelter, and care to dependent persons, including young and old family members, or abusing their funds. Tenant shall comply with RYC 10.01.23, which makes it unlawful to sexually molest children. Tenant shall comply with RYC 10.01.27, which makes it unlawful to contribute to the delinquency of a minor, including possession or use of alcohol by a minor. Conduct that violates this paragraph is a serious violation of the Rental Agreement.

10.4 **Children’s Educational Rights:** Tenant shall comply with school attendance rules and laws passed by the Yakama Nation in RYC 10.01.71 and/or by the State of Washington, which apply to children ages 8 to 17.

10.5 **Curfew for 17 and Under:** Tenant shall comply with RYC 10.01.35, which imposes a curfew upon persons age 17 and under, and which imposes upon parents, guardians or “sitters” a duty to enforce the curfew by not permitting children on the streets, highways or other public places during curfew hours.

Curfew hours	School nights	Other nights
Ages 13 and under	9:00 p.m. to 6:00 a.m.	10 p.m. to 6:00 a.m.
Ages 14 to 17	10 p.m. to 6 a.m.	12 midnight to 6:00 a.m.

10.6 **Attractive Nuisance:** Tenant shall comply with RYC 10.01.07, which makes it unlawful to possess an abandoned chest freezer, icebox or refrigerator without first removing the door or latch and/or securing and locking the door in an open position.

10.7 **Obstruction of Justice.** Tenant shall comply with RYC 10.01.115, which prohibits concealing oneself or another person or giving false information to a law enforcement officer to avoid arrest. Tenant shall comply with RYC 10.01.63, which makes it unlawful to attempt to escape or assist another person to escape from lawful custody, and with RYC 10.01.87 which prohibits fleeing to avoid prosecution.

10.8 **Sex Offenders.** Sex offenders who are required to register under any tribal, state or federal law are not allowed to reside on YNHA property. Failing to disclose that a member of the household is a sex offender, or allowing a sex offender who is subject to registration to reside on the Premises, is a serious violation of the Rental Agreement.

10.9 **Other laws.** Tenant is responsible for compliance with all applicable laws, whether or not listed in this section. YNHA may terminate this Rental Agreement for any activity, engaged in by the Tenant, any member of the household of the resident, or any guest or other person under the control of the Tenant, that (a) threatens the health or safety of, or right to peaceful enjoyment of the Premises by, other residents, or by YNHA employees or agents; (b) threatens the health or safety of, or right to peaceful enjoyment of their Premises by, persons residing in the immediate vicinity of the Premises; or (c) is criminal activity (including drug-related criminal activity) on or off the Premises.

Article XI – Drug and/or Alcohol Tests

11.1 **When Drug Screens are Required:** As a condition of tenancy, Tenant and all adult household members will submit to a drug screen (urinalysis) before the Rental Agreement is signed, at recertification, when the unit is inspected, and when transferring to another unit. Tenant and other adults will also submit to a drug screen before a due process hearing (see paragraph 15.2(d)).

11.2 **Testing Based on Reasonable Suspicion:** When YNHA finds that there are facts (such as observed physical appearance and behavior or police reports) that support a reasonable suspicion of the presence of alcohol or a controlled substance in Tenant or adult household members, YNHA may require the Tenant and adult household members to submit to a screen for both drugs and alcohol.

11.3 **Procedures.** YNHA staff will administer the drug and/or alcohol screen and will obtain a signed Agreement and Consent to Drug and/or Alcohol Screening prior to administering the test. After obtaining consent, YNHA staff will administer a drug and/or alcohol screen. YNHA staff will ensure the confidentiality of the testing process and the test results. If the subject refuses to sign the consent and refuses to submit to a drug and/or alcohol screen, the refusal will be treated as a positive test result.

11.4 **Positive Screen/Test:** If the results of the screen are positive for drugs and/or alcohol, the subject either may accept the positive results or be retested at a qualified laboratory, such as Merit Resources, within twenty-four (24) hours of the screen, at the subject's own cost. If the laboratory test results are negative, then YNHA will reimburse the subject the actual cost of the test.

11.5 **Lease Violation:** A positive test result is evidence of a drug and/or alcohol violation (*see* paragraphs 10.1 and 10.2), which are serious violations of this Rental Agreement. If the subject tests positive for alcohol only, Tenant may contact the YNHA Disability Coordinator if alcoholism is involved.

Article XII - Inspections

12.1 **Check-in Inspection:** Prior to move-in, YNHA will inspect the Premises and furnish Tenant a written statement of the condition of the Premises and equipment. Tenant must participate in check-in inspection and both parties must sign the report. YNHA will make repairs as necessary to provide the unit in habitable condition at move-in. YNHA staff will instruct Tenant on how to maintain the Premises and how to take proper care of the interior and exterior of the unit and grounds.

12.2 **Routine Inspections:** During occupancy, Tenant will allow YNHA entry to the unit upon forty-eight (48) hours written notice, for the purpose of examining the condition of the unit, performing routine maintenance or repairs, or showing the Premises for re-leasing. YNHA will schedule inspections within a two (2) hour window (*e.g.*, from 2 to 4 p.m. on a given date). Tenant or a household member must be present, and must allow YNHA access to all parts and rooms of the unit. YNHA will comply with reasonable requests by Tenant to reschedule an inspection, but after the third written notice, YNHA may enter the unit without further notice. If the Tenant fails to reschedule and does not allow access to the Premises, YNHA may charge the Tenant \$25 per trip to help cover YNHA's time and transportation costs. Repeated failure to allow entry upon proper notice is a material violation of the Rental Agreement.

12.3 **Inspection Report and Action Plan:** After a scheduled inspection is completed, YNHA will prepare written findings and provide a copy of those findings to the Tenant. Repairs will be scheduled and a follow up inspection will be done to verify that repairs have been completed. If the inspection finds Tenant damage or abuse to the unit. YNHA will develop a training plan for the Tenant in home upkeep and maintenance to assist the Tenant in passing the next inspection. The Tenant will sign the plan and will be required to participate in the training. YNHA will charge the Tenant for damages caused by the Tenant or household (*see also* paragraph 9.7)

12.4 **Emergency Right to Enter:** YNHA has the right to enter the unit at any time, without prior notice to Tenant, when there is reasonable cause to believe that an emergency exists. An emergency exists when a condition presents an immediate threat to health or safety or of serious damage to the unit and YNHA must enter to secure the unit or make repairs. In the event that Tenant and all adult household members are absent from the Premises at time of entry, YNHA shall leave a note that states the date, time and purpose of entry.

___ 12.5 **Check-out Inspection:** YNHA shall inspect the unit at the time the Tenant vacates (*see* Article XIII).

Article XIII - Tenant Move-out Responsibilities

___ 13.1 **Clean the Unit.** Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, as necessary to return the Premises to a decent, safe and habitable condition for re-leasing. Tenant will remove any and all personal property and other effects, and all trash from the unit. Tenant will contact the appropriate service provider to remove any satellite dish or internet antennae. Tenant will return the keys to YNHA when vacated.

___ 13.2 **Participate in Final Inspection:** YNHA, accompanied by the Tenant if available, will conduct a move-out inspection at the time Tenant vacates the unit. YNHA will inspect the Premises and equipment and will prepare an inspection report, which will include a complete list of deficiencies with a notation for work that will be charged to the Tenant.

___ 13.3 **Remove Personal Property.** If Tenant leaves any personal property in the unit after vacating the unit, YNHA will follow these procedures:

___ (a) Any property the cumulative value of which is over \$100.00: YNHA will pack up, move, and store the property at a YNHA facility at Tenant's expense. Prior to disposing of the Tenant's stored property, by sale or otherwise, YNHA shall give Tenant at least fifteen (15) days notice, in person or by mail. YNHA will then sell or dispose of the property and apply any proceeds against the costs of moving and storing the property, and any other debts to YNHA. Tenant may redeem the property by paying these costs prior to disposal. Any remaining proceeds will be held by YNHA for a period of one (1) year from the date of the sale.

___ (b) Traditional items, family pictures, heirlooms, keepsakes, or personal papers: These items are presumed to be of value over \$100.00. If at any time prior to disposal, the Tenant requests any of these items, YNHA will immediately release the items to the Tenant.

___ (c) Property the cumulative value of which is less than \$100.00. YNHA will dispose of the property without further notice to the Tenant.

___ 13.4 **Settle the Security Deposit.** Tenant agrees that the security deposit will be charged first for unpaid rent, and then for the reasonable cost of repair or replacement due to damage and destruction for which Tenant is financially responsible (*see* paragraph 9.7) Tenant may be charged for the cost of removing any property left behind. Tenant may also be charged an amount equal to rent for the Premises until YNHA can remove the property and make the unit available for another tenant. Charges in excess of the security deposit will be charged to Tenant's account no later than sixty (60) days after the final inspection, and collected in accordance with YNHA collections procedures. Tenant's unpaid debts will affect Tenant's future participation in YNHA programs.

Article XIV - Notices

___ 14.1 **YNHA's Notice to Tenant:** Notice to Tenant shall be given in writing and delivered either in person to the Tenant or to an adult member of Tenant's family residing in the unit, or sent by first-class U.S. Mail, prepaid, and addressed to the Tenant at the unit address. When a Notice of Termination is mailed, an additional copy must be sent by certified mail, return receipt requested, and the notice also must be posted in a conspicuous place near the entrance to the Premises.

___ 14.2 **Tenant's Notice to YNHA:** Notice to YNHA shall be in writing, directed to the YNHA Executive Director, and delivered in person to the YNHA office at 611 South Camas Avenue in Wapato, Washington, or

sent by first-class US. Mail, prepaid, and addressed to the YNHA Executive Director, Yakama Nation Housing Authority, P.O. Box 156, Wapato, Washington 98951.

Article XV - Termination of Rental Agreement

___ 15.1 **Termination by Tenant:** Tenant may terminate this Rental Agreement for any reason by giving YNHA a thirty (30) days written notice in the manner specified in paragraph 14.2. Tenant will comply with the Tenant Move-out Responsibilities in Article XIII.

___ 15.2 **Termination by YNHA:**

___ (a) **Good Cause.** During the term of this Rental Agreement, YNHA will not terminate or refuse to renew this Rental Agreement except for serious or repeated violation of material terms or conditions of this Rental Agreement, violation of applicable law, a condition that makes the unit uninhabitable, or other good cause.

___ (b) **Notice.** YNHA will give the Tenant a written Notice of Termination in the manner specified in paragraph 14.1, as follows:

___ 1. Consistent with RYC 8.01.05(b), YNHA will give the Tenant at least three (3) days written Notice of Termination if the Tenant defaults in the payment of rent; or commits or permits waste upon the Premises; or carries on thereon any unlawful business; or engages in criminal and/or drug-related activity; or causes, permits or maintains on or about the Premises any nuisance; *provided*, that if the sole reason for termination is default in the payment of rent, the notice will state that the Tenant may avoid termination by paying the back rent by a specified date.

___ 2. Consistent with RYC 8.01.05(c), YNHA will give the Tenant thirty (30) days written Notice of Termination if the Tenant fails to keep or perform any other term or condition of this Rental Agreement; *provided*, that the Notice of Termination will state that Tenant may avoid termination by coming into compliance by a specified date, which shall not be less than thirty (30) days after service of such Notice.

___ 3. Should a condition arise that makes the unit uninhabitable, YNHA will give the Tenant reasonable notice under the circumstances, taking into consideration the safety of the Tenant and the proper repair and maintenance of the property.

___ (c) **Notice of Termination:** The Notice of Termination shall state the reasons for the termination and include a list of the specific violations constituting “good cause.” The Notice of Termination also shall inform the Tenant of the right to file a grievance under the YNHA Grievance Policy and Procedures and, if the grievance is not resolved, the right to file an appeal and request a due process hearing.

___ (d) **Due process.** Tenant will be provided due process under the YNHA Grievance Policy and Procedures. Prior to any hearing or trial, Tenant shall have the opportunity to examine any relevant documents, records or regulations directly related to the eviction or termination.

___ 15.3 **Right to Lock the Premises:** Tenant agrees that after written notices have been delivered or mailed, as herein described, if rent has not been paid or lease infraction not addressed, following any appeal proceedings, and after delivering a final Notice to Vacate to the Tenant, YNHA shall have the right to enter the unit and lock and board up the Premises at Tenant’s expense. If Tenant will not leave, YNHA may request the assistance of law enforcement and the courts to regain possession of the Premises. Tenant will be liable for costs, including attorney fees (*see* paragraph 16.3).

___ 15.4 **Move-out and Removal of Property:** The Tenant Move-out Responsibilities in Article XIII apply

whether or not the Tenant or YNHA terminates the Rental Agreement. Any personal property left on the Premises is subject to disposal (*see* paragraph 13.3).

Article XVI - Disputes

- ___ 16.1 **Tenant and YNHA Disputes:** All disputes concerning the tenancy and Tenant or YNHA obligations under this Rental Agreement, including those involving rent and/or required payments, shall be resolved in accordance with the YNHA Grievance Policy and Procedures.

- ___ 16.2 **Governing Law and Jurisdiction:** This Rental Agreement is governed by and shall be construed under the laws of the Yakama Nation, and jurisdiction and venue over any dispute shall lie in the Yakama Nation Tribal Courts. Notwithstanding any other term of this Rental Agreement, the parties agree that YNHA has tribal sovereign immunity, and YNHA does not waive, alter, or otherwise diminish its tribal sovereign immunity by entering into this Rental Agreement.

- ___ 16.3 **Costs of Enforcement.** Tenant shall be liable to YNHA for any and all reasonable attorney fees, costs and expenses that YNHA may incur to enforce this Rental Agreement, whether or not YNHA files a lawsuit.

Article XVII - Miscellaneous

- ___ 17.1 **No Waiver.** None of the provisions of this Rental Agreement shall be considered waived by either party unless such waiver is reduced to writing and signed by the party to be charged. No such waiver shall be construed as a modification of any provisions of this Rental Agreement, or as a waiver of any past or future default or breach, except as expressly stated in such waiver.

- ___ 17.2 **Extent of Agreement.** This Rental Agreement, together with any addendums or attachments, constitutes the entire and integrated agreement between the YNHA and the Tenant, and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this Agreement shall be in writing and contain the signature of the Tenant and the YNHA Executive Director.

I/WE HAVE READ AND UNDERSTAND AND HEREBY AGREE TO THE PREVISIONS OF THIS RENTAL AGREEMENT AND TO THE CONDITIONS OF OCCUPANCY SET FORTH IN THE AGREEMENT. I/WE ACKNOWLEDGE BY SIGNING THIS RENTAL AGREEMENT THAT THE DOCUMENT HAS BEEN READ AND/OR EXPLAINED TO ME/US.

IN WITNESS WHEREOF, the parties have executed this Rental Agreement for Low-Rent Housing (Official Tax Credit—Rental) this ____ day of ____, 20____.

TENANT

TENANT

TENANT

DATE

DATE

YAKAMA NATION HOUSING AUTHORITY

YNHA STAFF

EXECUTIVE DIRECTOR

DATE

DATE

ATTACHMENT #1 – page 1 of 2

ZERO-TOLERANCE DRUG POLICY

The Yakama Nation Housing Authority (“YNHA”) hereby adopts a “zero-tolerance” policy against drug activity or criminal activity on Housing Authority Premises. Tenants must assure that their household members and guests also do not engage in drug-related or other criminal activity. The YNHA may evict a tenant if any member of the household, or a guest, is caught engaging in drug-related or other criminal activity—even if the tenant is unaware of the drug-related or criminal activity.

Consistent with this policy, all rental agreements shall be modified to include the following terms:

Tenant agrees to assure that he or she, any member of the household, a guest, or another person under Tenant’s control, shall not engage in any activity that – (A) threatens the health or safety of, or right to peaceful enjoyment of the Premises by, other residents of the housing project, employees of YNHA, or other persons authorized by YNHA to be on the Premises; (B) threatens the health or safety of, or right to peaceful enjoyment of their Premises by, persons residing in the immediate vicinity of the Premises; or (C) is criminal activity, including drug-related criminal activity on or off the Premises. “Drug-related criminal activity” means illegal manufacture, sale, distribution, use of, or possession with intent to manufacture, sell, distribute, or use, a controlled substance, as defined in 21 U.S.C. Section 802.

Tenant understands that he or she will be subject to eviction if he or she engages in illegal criminal activity or drug-related criminal activity, or if a member of Tenant’s household or a guest engages in such activity, whether or not Tenant is aware of it.

In carrying out this policy, the YNHA must exercise its discretion in deciding whether, and whom, to evict. The YNHA may consider a wide range of factors, including, but not limited to, the following:

- The seriousness of the violation
- The effect that eviction of the entire household would have on household members not involved in the criminal activity
- The willingness of the head of household to remove the wrongdoing household member from the lease as a condition of continued occupancy.

REFERENCES: 25 U.S.C. Section 4137(a)(6); HUD v. Rucker, 122 S. Ct. 1230 (March 26, 2002); Letter to Public Housing Directors from Michael M. Lieu, Assistant Secretary for Public and Indian Housing, Department of Housing and Urban Development (June 6, 2002).

ATTACHMENT #1—page 2 of 2

ADDENDUM TO RENTAL AGREEMENT

_____.

(Name of Tenant), (hereinafter “Tenant”) and the Yakama Nation Housing Authority (“YNHA”) (the “parties”) hereby agree as follows:

1. The YNHA and Tenant are parties to a Rental Agreement for Low-Rent Housing dated _____, (the “Rental Agreement”).
2. The Rental Agreement may be modified by a written addendum signed and dated by both parties.
3. The parties agree to the following Addendum to the Rental Agreement:

Tenant agrees to assure that he or she, any member of the household, a guest, or another person under Tenant’s control, shall not engage in any activity that – (A) threatens the health or safety of, or right to peaceful enjoyment of the Premises by, other residents of the housing project, employees of the YNHA, or other persons authorized by YNHA to be on the Premises; (B) threatens the health or safety of, or right to peaceful enjoyment of their Premises by, persons residing in the immediate vicinity of the Premises; or (C) is criminal activity, including drug-related criminal activity on or off the Premises. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use of, or possession with intent to manufacture, sell, distribute, or use, a controlled substance, as defined in 21 U.S.C. Section 802.

Tenant understands that he or she will be subject to eviction if he or she engages in illegal criminal activity or drug-related criminal activity, or if a member of Tenant’s household or a guest engages in such activity, whether or not Tenant is aware of it.

4. This Addendum shall become effective when signed and dated by both parties.

Tenant Signature

Date

Tenant Signature

Date

YAKAMA NATION HOUSING AUTHORITY

By _____
Executive Director

Date

YAKAMA NATION HOUSING AUTHORITY

611 South Camas Avenue • P. O. Box 156 • Wapato, WA 98951-1499

Phone (509) 877-6171 • Fax (509) 877-7830

ATTACHMENT #2

AGREEMENT AND CONSENT TO DRUG AND/OR ALCOHOL SCREEN

I, _____, hereby agree and consent to submit to a drug and/or alcohol screen administered by the Yakama Nation Housing Authority (“YNHA”) for the purpose of detecting the presence of alcohol, drugs, and other controlled substances in my body. I hereby certify that the urine submitted for an alcohol and/or drug screen will be my own.

I hereby authorize the results of this drug and/or alcohol screen to be provided to YNHA officers, employees and agents, who will maintain and protect the confidentiality of such information to the greatest extent possible, and will share such information only to the extent necessary to make decisions about my tenancy with YNHA. I understand that the results of this drug and/or alcohol screen, if positive, may remove me from further consideration or continued occupancy as a Tenant. I understand that if I refuse to sign this consent, refuse or fail to submit to an alcohol and/or drug screen, or otherwise fail to cooperate with the testing procedures, it may be treated as a positive result.

I understand that I have the option to be tested or re-tested at a laboratory, such as Merit Resources, within 24-hours, at my own cost. I understand and that if the results of the laboratory test are negative, I will be reimbursed the cost of the test and the laboratory test results be treated as final.

I will hold all parties concerned harmless, meaning I will not sue or hold YNHA, its officers, employees or agents, responsible for any alleged harm to me that might result from this drug and/or alcohol screen, or refusal to submit to testing, or from the release or use of related information, including loss of housing or any other kind of adverse action, even if due to a clerical or testing error.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered. I understand that alcoholism is a covered disability for which I can request a reasonable accommodation.

I acknowledge, with my signature below, that this Agreement and Consent to Drug and/or Alcohol Screening will be in effect from the day I sign my Rental Agreement and throughout my continued participation in the YNHA housing program. I agree that my signing of this is voluntary, and that I have not been coerced into signing this document.

I have carefully read the foregoing, and I fully understand its contents.

Done this ____ day of _____, 20____.

Signature of Tenant: _____

Signature of YNHA Staff: _____

**Lease Rider for Tax Credit Property (Tribal Land)
(to be attached to resident leases)**

Property Name _____ OAR/OID # _____
Household Name _____ Unit # _____

Dear Applicant or Existing Resident:

Summary

The owner(s) of this property rents residential units under the federal Low-Income Housing Tax Credit Program (the "program") as administered by the Washington State Housing Finance Commission (the "Commission"). Under the program, the owner(s) can qualify for federal IRS tax credits by renting some or all of the units in the property to low-income households and restricting the rents for those units. In addition the owner **may** have agreed to reserve some of the units in the property for households or persons with special needs. (See the special-needs section below.) This rider was prepared to help residents understand the program.

Income and Rent Limits

The Commission gives the owner(s) new income and rent limit tables each year. This property has agreed to reserve some or all of the units for households at or below the 30, 35, 40, 45, 50 or 60% income limits found on these tables. The rent tables show the maximum rent a property can charge for a unit based on a household's income, number of bedrooms in the unit or the number of people in the household. Some properties have more than one income limit. Ask the property representative for specific information.

Annual Recertification

To be eligible for a rent- and income-restricted unit, all income and assets of any household members 18 years and older must be documented and verified. The owner(s) or manager of this property will give you the required forms to declare and verify income and assets from all sources. They **may** also ask you for supporting documentation. The program requires each existing household to **recertify** or complete a new set of the required forms at least once every 12 months.

Since this program involves IRS tax credits, the Commission and everyone involved with this program is under growing pressure to prevent fraud. Your forms must be prepared carefully, with every question answered. Annually, you will be signing a document under penalty of perjury, saying that the information and verifications submitted are correct. households who do not properly complete their paperwork **may not** qualify for residency or **may** be required to vacate their income- and rent-restricted unit.

A property that has more than one income/rent limit **can** switch a household to a higher or lower income/rent limit, based on the household's income at recertification. Ask the property representative for specific information.

Special Needs

The owner(s) of this property **may** have chosen to reserve some of the program units for households that have special needs. Units **could** be reserved for households that meet the program definition for large household, disabled, elderly, homeless housing or farmworker households or individuals applying for one of these special needs units will be required to verify their eligibility. Ask your property representative for specific information.

Full-time Student Households

A household where each member is a full-time student **may not** qualify for an income- and rent-restricted unit. A household where everyone becomes a full-time student after move-in **may no longer** qualify for an income-

and rent-restricted unit. Ask your property representative for specific information.

Property Standards

The property must comply with federal housing policy governing nondiscrimination and accessibility. In making an apartment available, the owner(s) **cannot** discriminate against you because of your race, creed, color, sex, national origin, marital status, age, disability or familial status. Furthermore, the owner(s) **cannot** discriminate against you based on the sources of your income (including Section 8 subsidy), provided the sources of income do not violate any federal, state or local law. Additional state, local laws or ordinances may also apply. When selecting residents, the owner(s) **cannot** apply standards to a potential resident that are more burdensome than standards applied to any other potential or existing resident.

Good Cause Evictions/Nonrenewals

The owner is prohibited from evicting you, and is prohibited from refusing to renew your lease or rental agreement, other than for "good cause." Generally, good cause shall mean the serious or repeated violation of material terms of the lease or a condition that makes your unit uninhabitable. Under federal law, you have the right to enforce this requirement in applicable court as a defense to any eviction action brought against you.

By signing below, I indicated I have read and discussed information included in this lease rider. I have been given a copy of this lease rider along with my lease.

YNHA Executive Director Name (*print*) _____ (*signature*) _____
Date

Resident or Applicant Name (*print*) _____ (*signature*) _____
Date

Resident or Applicant Name (*print*) _____ (*signature*) _____
Date

Resident or Applicant Name (*print*) _____ (*signature*) _____
Date

Further questions should be addressed to:

**Property Managers:
Yakama Nation Housing Authority
Telephone: (509) 877-6171**