



YAKAMA NATION HOUSING AUTHORITY
RENTAL AGREEMENT FOR LOW-RENT HOUSING

Article I - Parties to the Agreement

1.1 **THIS MONTH TO MONTH RENTAL AGREEMENT** is made this ___ day of _____, 20___, by and between YAKAMA NATION HOUSING AUTHORITY, known as the YNHA or the *Housing Authority* and _____ *tenant or Tenants*.

1.2 **Month to Month Rental:** The YNHA, relying upon the representations of the Tenant as to the Tenant's family income and Family Composition (named below), **does hereby rent to Tenant**, and Tenant does hereby rent upon the conditions hereinafter provided,

Rental Unit Number____; Name of Project_____, located at:

(Address) _____ (City) _____ (State) _____, (Zip) _____ herein called the *Premises*.

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

1.3 **Occupants per Unit:** Tenant agrees that the number of persons per bedroom in the premises will not exceed the limits posted in the YNHA office, or the limits applicable to the information provided by Tenant on the re-certification form.

1.4 **Residence Use:** The premises are rented to Tenant for use as a private family residence and those uses normal to family life and for no other purposes. Tenant agrees not to use the interior or the exterior of the premises for any commercial use such as repair, assembly, or disassembly of automobiles, boats, motorcycles, or any motor or internal combustion engine, or for any other business pursuit.

1.5 **Vehicle Ownership:** The tenant owns the following licensed vehicles:

Make	Model	Year	License Number/ or VIN Number

1.6 **Parking and Illegal Parking:** Tenant agrees not to park any motor vehicles in areas other than the designated parking areas or be fined accordingly. Repeated Violations are subject to termination of their rental lease. After written notice to the Tenant, YNHA shall have the right to remove abandoned vehicles, disassembled vehicles, or non-repaired vehicles from the premises at tenant's expense.

1.7 **Animals:** No dogs are allowed to residents of the rental parks.

Article II - Legal Compliance to the Agreement

2.1 **Drugs and Drug Testing:** Tenant agrees not to use the premises for the possession, use, consumption, manufacture, delivery, transfer, sale, or conveyance of any illegal drugs, or controlled substance, including marijuana or any other street drug. Tenant's use of drugs will be limited to those possessed with a current, valid prescription from a licensed physician and/or pharmacist. Tenant and those listed on the family composition agree to submit to a chemical test should there be probable cause to suspect the presence of controlled substances in Tenant, Tenant's children, or other residents of the unit.

2.2 **Zero Alcohol Tolerance:** Tenant agrees to avoid consuming intoxicating beverages, and to prevent persons under the age of 21 from consuming or possessing intoxicating beverages on YNHA premises. Tenant further agrees to prevent guests, visitors, or family members from consuming intoxicating beverages. Tenant agrees to comply with RYC 10.01.27, which makes it unlawful to contribute to the delinquency of a minor inclusive of possession or use of alcohol by a minor. Any alcohol violations will result in a lease re-evaluation and/or termination of rental agreement.

2.3 **Dependent Abuse & Neglect Issues:** Tenant agrees to comply with RYC 10.01.57, which makes it unlawful to provide drugs or controlled substances to children. Tenant agrees to comply with RYC 10.01.21, which makes it unlawful to commit acts of violence, abuse, or neglect to or upon children. Tenant agrees to provide proper nutrition, health care, psychological care, clothing and shelter for any and all children living in the premises. Tenant agrees to comply with RYC 10.01.69, which requires tribal members to provide food, shelter, and care to those persons who are dependent upon them, including young and old family members. Tenant agrees to comply with RYC 10.01.23, which makes it unlawful to sexually molest children. Tenant agrees to comply with RYC 10.01.27, which makes it unlawful to contribute to the delinquency of a minor.

2.4 **Children's Educational Rights:** Tenant agrees to comply with school attendance rules and laws passed by the Yakama Indian Nation in RYC 10.01.71 and/or by the State of Washington.

2.5 **Curfew for 17 and Under:** Tenant agrees to comply with RYC 10.01.35, a tribal ordinance which imposes a curfew upon persons age 17 and under, and which imposes upon parents, guardians or "sitters" a duty to enforce the curfew.

2.6 **Attractive Nuisance:** Tenant agrees to 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.

Article III - Term of Rental Agreement

3.1 **Month to Month:** Tenant shall rent the premises for the term of one calendar month beginning on the ____ day of _____ 2005 and ending at midnight on the last day of said month. This agreement is known as a month-to-month agreement. However, this monthly term shall be renewable thereafter from month to month, under the same rental terms, by the payment and acceptance of all required payments due and payable on the first of each and every month thereafter until terminated. Termination shall occur according to the terms and conditions set forth herein or, if necessary, by eviction process.

3.2 **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. _____ |

(b) Amounts chargeable for the excess consumption of utilities, additional or special services and use of special equipment described as:

- | | |
|--|---|
| 1. Excess Garbage & Unit Area clean up | 3. Vehicle removal charge (non-working) |
| 2. Lawn mowing | 4. _____ |

3.3 **Early Occupancy:**

If Tenant enters the premises prior to the term identified in Article 3.1, 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 IV - Security Deposit:

4.1 **Security Deposit:** Tenant agrees to pay \$ _____ as a security deposit to be used by the YNHA, as necessary, at the termination of this rental agreement toward reimbursement of the cost of repairing any unit damages caused by the Tenant, or by Tenant's family, guests, pets, business invitees, visitors, or toward any rent or other charge due from tenant.

4.2 **Payable Upon Occupancy:** Payment of the security deposit is to be made prior to or upon occupancy.

Article V - Utilities

5.1 **Furnished and Not Furnished:**

YNHA agrees to furnish: Water / Gas / Electricity .
 YNHA does not agree to furnish: Water / Gas / Electricity .

Electricity charges are the responsibility of the Tenant; see above. A current Schedule of Utilities (allowances) is posted in the YNHA office. Each utility allowance is part of the overall rent calculations and subject to change.

5.2 **Excessive Use Charges:** Tenants using more than the maximum allowances determined by the YNHA for the above services shall be charged for such excess at the rates established by the YNHA, according to the current Schedule of Utilities posted in the YNHA office, and incorporated herein by reference.

5.3 **YNHA Not Liable for Loss of Utilities:** If heat is to be supplied by the YNHA according to the current Schedule of Utilities, YNHA shall not be liable for failure to supply heat for any cause beyond its control.

5.4 **Tenant Responsible to Prevent Further Loss:** If heat is to be supplied by Tenant according to the current Schedule of Utilities, the Tenant agrees to furnish sufficient heat to the dwelling-unit to prevent freezing of pipes and/or appliances. If for any reason Tenant is unable to maintain sufficient heat, Tenant shall immediately notify the YNHA. Failure to do so may result in a lease re-evaluation and/or lease termination.

5.5 **Freezing Loss Charged to Tenant:** Tenant shall be charged for any damages resulting

from Tenant's failure to maintain sufficient heat or to notify the YNHA, unless for any cause beyond Tenant's control, or general failure of the utility company to supply heat in the entire area.

Article VI - Re-Certification of Rent, Dwelling Size and Eligibility

6.1 **Yearly Re-Certification:** Once each year, and on a change of financial circumstances, and as requested by the YNHA, Tenant agrees to furnish accurate information to YNHA, under penalty of perjury, as to family income, employment and composition; for use by YNHA in determining whether the rental amount should be changed, and whether Tenant is still eligible for Low Rent housing assistance. This determination will be made in accordance with the approved Schedule for Rents and the YNHA's Admission and Continued Occupancy Policies available in YNHA's office. **Rent shall be adjusted only upon 30 day written notice to Tenant**, except for those individuals who fail to report new income in a timely manner (10 days from effective date of change). These individuals will be subject to retroactive increase.

6.2 **Relocation Agreement:** If the YNHA determines that the size of the dwelling unit is no longer appropriate to Tenant's needs, the YNHA may require Tenant, and Tenant hereby agrees, to transfer to a unit within the project, or in a different project, of appropriate size based upon family composition. Upon Notice of Transfer from the YNHA that such a dwelling unit is available, and giving Tenant a reasonable time in which to move, Tenant agrees in advance to relocate as necessary.

Article VII - YNHA Obligations

7.1 **Maintenance of Area:** YNHA agrees to maintain the unit and the project in a decent, safe and sanitary condition; and to comply with the requirements of HUD regulations materially affecting health and safety.

7.2 **Necessary Repairs:** YNHA agrees to make necessary repairs to the premises, and to keep project buildings, facilities and common areas not otherwise assigned to Tenant in a clean and safe and habitable condition.

7.3 **Trash Receptacles:** YNHA agrees to maintain appropriate receptacles and facilities for the collection of garbage, rubbish and other waste removed from the premises in accordance with the YNHA's Maintenance Policy posted in the YNHA office. Tenant agrees to carry the trash receptacles to the street on the day assigned for pickup. Tenant is limited to two (2) 34-gallon trash cans.

7.4 **Excess Trash Charges:** Tenant agrees to pay any excess charge for trash exceeding the amount listed in 7.3, and as posted in the YNHA office.

Article VIII - Tenant Obligations

8.1 **No Assigning or Re-leasing of Unit:** Tenant agrees neither to assign this rental agreement, nor to sublet or transfer possession of the premises; nor to give accommodations to boarders or lodgers. Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private residence solely for Tenant's family, as certified by Tenant in his/her application, and any continuing re-certifications which are required.

8.2 **Regulation Compliance:** Tenant agrees to abide by such necessary and reasonable regulations developed by YNHA for the benefit and well being of the housing project and the Tenants, which regulations are posted in the YNHA's office and by reference made a part hereof and all regulations hereafter adopted by YNHA after notice to Tenant as required by law.

- 8.3 **Health and Safety Code Compliance:** Tenant agrees to comply with all obligations primarily imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety. Tenant agrees to maintain the interior and the exterior of the premises in a clean and sanitary condition. Tenant further agrees to dispose of garbage, rubbish, old motor oil, old car batteries, and other waste from the premises in sanitary and safe manner. Tenant agrees to use all electrical, plumbing, sanitary, heating, and appliances in a reasonable manner. Tenant agrees to remove sick, dead or injured animals within their area so that removal can be procured.
- 8.4 **Damage and Destruction:** Tenant agrees that Tenant, Tenant's family members and visitors shall refrain from deliberately or negligently destroying, defacing, damaging or removing any part of the YNHA premises or project. Tenant agrees to accept financial responsibility for those damages and destruction to unit as stated above.
- 8.5 **Mitigating Additional Damage:** Tenant agrees to report to YNHA any situations, which may cause further damage or deterioration to the dwelling unit or surrounding buildings or property. Examples: leaking sinks and toilets, broken waterlines, other plumbing or electrical problems.
- 8.6 **Right to Quiet Enjoyment:** Tenant agrees that his/her family and visitors shall conduct themselves in a manner, which will not disturb the neighbors' peaceful enjoyment of their accommodations. Tenant agrees not to operate radios, stereos, or home entertainment systems at an unreasonably loud volume, or allow loud voices, loud parties, noisy vehicles, and operation of loud equipment or power tools.

Article IX - Natural Disaster Damage and Repair

- 9.1 **Disaster Damage:** Tenant shall immediately notify YNHA in the event that the premises are damaged by fire, wind, or other natural disaster.

Article X - Inspections

- 10.1 **Check-in Inspection:** Prior to commencement of occupancy by the Tenant, YNHA shall inspect the premises and furnish Tenant a written statement of the condition of the premises, the dwelling unit, and equipment therein. Tenant must participate in check-in inspection.
- 10.2 **YNHA Right to Enter to Inspect:** Tenant agrees that during Tenant's occupancy, with two (2) days written notice, YNHA will be permitted to enter the dwelling unit for the purpose of examining its condition, for making improvements or repairs, or to show the premises for re-leasing. Furthermore, Tenant agrees that failure to allow such entry upon proper notice shall be cause for immediate eviction or lockout.
- 10.3 **Emergency Right to Enter:** Tenant agrees YNHA shall have the right to enter Tenant's dwelling at any time without prior notice when there is reasonable cause to believe that an emergency exists. In the event that Tenant and all adult members of Tenant's family are absent from the premises at time of entry, YNHA shall leave a notification in writing at the unit, specifying the date, time and purpose of entry.
- 10.4 **Check-out Inspection:** YNHA shall inspect the unit at the time the Tenant vacates in order to furnish Tenant with a statement of the refund or charges to be made against the security deposit.

Article XI - Tenant Move-out Responsibility

11.1 **YNHA Inspection of the Premises:** YNHA shall inspect the premises, equipment or appurtenances assigned to Tenant. Tenant is responsible to pay for necessary maintenance or repair service to return the unit to a clean, sanitary, and habitable standard for re-leasing. Tenant shall be provided upon request:

- a. A copy of the inspection report that identifies damage, maintenance, or repair charges the Tenant is responsible for.
- b. A copy of all work orders from maintenance or other service providers as needed.

11.2 **Settlement of Security Deposit:** Tenant shall be charged and hereby agrees to pay for reasonable costs of repair or replacement, whichever is lower, and for damages to the rental premises, project buildings, facilities or other project areas intentionally or negligently caused by Tenant, Tenant's family member, pets or visitors.

Article XII - Notices

12.1 **Notice Shall be in Writing:** Any notice required herein shall be in writing and delivered to the Tenant or to an adult member of Tenant's family residing in the dwelling unit or sent by prepaid first class mail properly addressed to Tenant.

12.2 **Tenant's Notice to YNHA Shall be in Writing:** Notice to YNHA shall be in writing, delivered to YNHA's office, or sent by prepaid first class mail properly addressed to YNHA.

Article XIII - Termination of Rental Agreement:

13.1 **Tenant's Rental Termination:** Tenant agrees to give YNHA a thirty (30) days notice in the manner specified in Article XII, directly above when terminating their lease agreement. Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to YNHA when vacated.

13.2 **YNHA's Rental Termination:** This rental agreement may be terminated by YNHA with written notice of:

- 1) 30-Day Notice to Vacate as YNHA deems necessary for unit maintenance or other necessary property management projects.
- 2) 30 Day Notice to Vacate for repeated damage to unit or habitual delinquency in paying rent, habitual nuisance to other tenants and other just causes.
- 3) 14 Day Notice to pay rent or vacate
- 4) 72 Hour Notice for drug and/or alcohol or other criminal related activities.

Such notices may be given for violation of the terms of the rental agreement or for other just cause; including, but not limited to; nonpayment of required rent or other charges, serious damage to the unit, repeated interference with the rights of other Tenants, creation of physical, chemical or health hazards.

13.3 **Notice to Terminate:** The Notice of Termination to the Tenant may state the reasons for the termination, or if deemed necessary by YNHA, the Tenant shall be informed of the reasons in a private conference.

13.4 **Right to Grieve:** The Notice of Termination shall inform the Tenant of the right to reply to the Notice in a hearing conducted in accordance with the YNHA's adopted Grievance Procedure for Rentals.

13.5 **Right to Lock the Premises:** After proper written legal notices have been delivered or

mailed, as herein described, if rent has not been paid or lease infraction not addressed, YNHA shall lock and board up the premises at Tenants expense. Personal property of Tenant, which remains in the premises, shall be packed up, moved, and held for a period of 30 days at Tenant's expense in an YNHA facility. Personal property, which is unclaimed after that time, may be deposited of at the discretion of the Maintenance Supervisor.

Article XIV - Grievance Procedure

____ 14.1 **Tenant and YNHA Disputes:** All disputes concerning Tenant or YNHA obligations, other than those involving rent and/or required payments shall be resolved in accordance with the YNHA's Grievance Procedure For Rentals.

____ 14.2 **Grievance to Settle Disputes:** The YNHA Grievance Procedure may be utilized to settle disputes involving rents, required payments, lockouts, provided Tenant pays the full amount in dispute into a legally established escrow account, and the amounts not in dispute are paid to the YNHA in accordance with provisions of the rental agreement.

Article XV - Modification

____ 15.1 **Written Agreement Only:** This rental agreement, together with any future adjustments of rent and/or assignment of the dwelling unit, evidences the entire agreement between YNHA and the Tenant or Tenants. No modifications shall be made to this agreement except by a written addendum signed and dated by both parties.

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

IN WITNESS WHEREOF, the parties have executed this Rental Agreement for Low-Rent Housing this ____ day of _____, 20__.

SIGNING FOR TENANT

TENANT

TENANT

DATE

DATE

SIGNING FOR YAKAMA NATION HOUSING AUTHORITY

YNHA STAFF

EXECUTIVE DIRECTOR

DATE

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

CONSENT FORM FOR ALCOHOL AND DRUG TESTING

I, _____, hereby consent to the Yakama Nation Housing Authority's administration, via Wapato Medical Center Laboratory, of an alcohol and/or drug test by collecting blood, urine, saliva or breath samples to conduct the necessary medical tests to determine the presence or use of alcohol, drugs, or other controlled substances. I further consent to the release of all test results to YNHA Housing Manager or Executive Director with the understanding that this is confidential information and shall be treated as such by YNHA.

I understand that if I refuse to submit to the alcohol and drug test, I will be subject to disciplinary action including termination of my Rental Agreement for Low-Rent Housing, in accordance with the policy set forth in Articles 2.1, 2.2 and 8.2 of the Agreement.

I acknowledge, with my signature below, that this Consent to participate in a alcohol and/or drug test, upon the written request from the YNHA and results being released to the YNHA, will be in effect from the day I sign my Rental Agreement and my continued participation in the HUD Program for low-rent housing.

Done this ___ day of _____, 20___.

Signature of Tenant: _____

Signature of YNHA Staff: _____

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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. Liue, Assistant Secretary for Public and Indian Housing, Department of Housing and Urban Development (June 6, 2002).

ADDENDUM TO RENTAL AGREEMENT

_____ (here-in after “Tenant”) and the Yakama Nation Housing Authority (“YNHA”) (the “parties”) hereby agrees as follows:

1. The YNHA and Tenant are parties to a Rental Agreement for Lo-Rent Housing dated
2. _____ (the “Rental Agreement”).
3. The Rental Agreement may be modified by a written addendum signed and dated by both parties.
4. 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 resident 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 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, whether or not Tenant is aware of it.

5. The Addendum shall become effective when signed and dated by both parties.

Head of Household

Date

Co-Head of Household

Date

Yakama Nation Housing Authority

Executive Director

Date
