



**KARUK TRIBE HOUSING AUTHORITY
ELDERS LEASE**



Main Office

**P.O. Box 1159
632 Jacobs Way
Happy Camp, CA 96039
(530) 493-5434**

Yreka Office

**1836 Apsuun
Yreka, CA 96097
(530) 842-1644**

Name of Tenant: _____ Account No# : _____

Address: _____ Effective Date: _____

Monthly Rent: \$ **150.00** Project No: CA 134- _____ No of Bedrooms: **3**

The Karuk Tribe Housing Authority (KTHA) leases to: _____
(Tenant) the unit described herein.

1. Terms of Lease: This lease shall be from month to month and for no longer than the natural life of the last surviving Elder lessee named herein.
2. Members of Household: Occupancy of the above unit is limited to Tenant and the following members of the Tenant's household:

By signing, Tenant and occupants hereby certify that they do not owe any money to KTHA or its programs and that they have never been evicted from a KTHA unit. Tenant and occupants further certify that they are the only authorized residents of the unit and that they will not knowingly provide lodging to any unauthorized persons, including persons who have been evicted from a KTHA unit. Violation of any of the aforementioned provisions shall be grounds for immediate termination of this lease.

3. Payments Due Under the Lease:
 - a) Rental Payments
 - 1) The monthly rent of \$ **150.00** is due on the first day of each month beginning **September 1, 2005**.
 - 2) If this lease is terminated by Tenant's giving thirty (30) days written notice, any rental refund shall be pro-rated daily after the required thirty (30) days written notice.
 - b) Utilities: The Karuk Tribe Housing Authority shall pay the full cost of utilities and utility deposits including water, sewer and garbage disposal. Telephone and /or cable service are the responsibility of the Tenant.
 - c) Maintenance and Repair Charges: Tenant shall pay charges for the repair of damages which are beyond normal wear and tear to the unit, facilities or common area and for cleaning and

extermination made necessary by the action or neglect of Tenant, members of the household or guests, all charges shall be paid and billed according to the schedule of charges for Service and Repairs. The bill shall specify the damages, work done and cost. Payment shall be due in full on the first day of the second month following the date the charges were incurred.

- d) Security Deposit: Tenants shall pay \$350.00 as security deposit. The security deposit shall not be used to pay rent or other charges while Tenant lives in the unit. The security deposit shall be used by KTHA at lease termination for the cost of repairs or damages to the unit, facilities and common areas caused by Tenant, members of household or guests and any rent owed. KTHA shall return and remaining balance of the security deposit within twenty-four (24) days after Tenant vacates the unit.
 - e) Key Deposit: Keys will be supplied at time of occupancy. Tenant shall pay a \$5.00 deposit for each key. Said deposit will be refunded when keys are returned upon termination of the lease. Non-returned keys will result in forfeiture of the key deposit. Costs of re-keying, if necessary, will be charged to Tenant.
 - f) Late Charges: If rent is not paid on or before the seventh (7th) of each month, a \$10.00 late charge will be automatically assessed and added to accounts due. If a resident is unable to make a payment on time with cause, they may request an extension on or before the (7th).
4. Tenant's Right to Use and Occupy:
- a) The Tenant shall have the right to exclusive use and occupancy of the rental premises including reasonable accommodation of guests. Reasonable shall mean a maximum of two weeks unless prior consent is obtained from KTHA. Guests are permitted a fourteen (14) day maximum stay at one KTHA residence in a six month period. Guests shall not stay fourteen (14) days at multiple residences.
 - b) Tenant shall report any change in household members to KTHA within fifteen (15) days.
 - c) As requested by KTHA Tenant shall provide accurate information regarding number of people in Tenant household, their age, sex.
5. KTHA Obligations: The KTHA is obligated to:
- a) Maintain the premises in a decent, safe and sanitary condition;
 - b) Comply with requirements of the applicable building codes, housing codes, and regulations of HUD, materially affecting the health and safety of residents;
 - c) Make necessary repairs and improvements to the premises necessitated by normal wear and tear;
 - d) Keep facilities and common areas, not otherwise assigned to tenant in a clean and safe condition;
 - e) Maintain in safe working order and condition electrical, plumbing, sanitary, heating and other facilities and appliances supplied by KTHA;
 - f) Maintain appropriate facilities for the collection of garbage removed from the premises; and
 - g) Supply running water and sewer and reasonable garbage collection service.
6. Obligations of Tenant, Members of Household and Guests: Tenant is obligated to:
- a) Not assign the lease or sublet the unit;
 - b) Not provide housing for boarders, lodgers or evicted KTHA Tenants;

- c) Use the unit as sole residence, solely as private place to live with members of the household as identified in Paragraph 3, and not to use or permit its use for any other purpose other than as approved by the KTHA Housing Committee;
- d) Abide by necessary and reasonable regulations established by KTHA for the benefit and well-being of the community and the Tenants. These rules are posted in the KTHA Office and are incorporated by reference in this lease, as well as regulations hereafter adopted by KTHA after notice to Tenants as required by law;
- e) Comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety;
- f) Keep the unit in a clean and safe condition;
- g) Dispose of all garbage, rubbish and other waste from the unit in a sanitary and safe manner;
- h) Use only in a reasonable manner all electrical, plumbing and heating facilities;
- i) Refrain from scattering rubbish, destroying, defacing, damaging or removing any part of the premises or community.
- j) Pay reasonable charges (other than for normal wear and tear) for the repair of damages to the unit, buildings or common areas caused by Tenant, members of the household or guests;
- k) Will not engage in any activity or all any household member, guest or other person under the Tenant's control to engage in activity which:
 - 1) Threatens the health or safety of, or right to peaceful enjoyment of the premises by, other residents, employees of KTHA or persons residing in the immediate vicinity of the premises; or
 - 2) Is illegal or criminal activity, including drug-related criminal activity, whether on or off the premises. Drug-related criminal activity includes illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell or use a controlled substance as defined in Section 102 of the Controlled Substance Act.
- l) Refrain from illegal or other activity which impairs the physical or social environment of the community.
- m) Not to create (by act or omission) or permit to exist any condition of the premises which may result in risk to personal health or safety of any person or damage to the property;
- n) Report immediately to KTHA any vandalism to the premises and any need for repairs or replacement; and
- o) Lessee hereby agrees as follows:
 - 1) To not tamper with the smoke detectors;
 - 2) To insure that electrical current to smoke detectors is not interrupted; and
 - 3) To inform the KTHA Office in writing of any problem with the smoke detectors.

- p) The parties hereto agree that if any legal action is brought to enforce this lease agreement or any part thereof, the prevailing party may recover reasonable attorney's fees as part of the judgement.
 - q) Lessee agrees that a caregiver does not become a resident when person requiring care ceases to reside in housing.
 - r) All tenants shall attend a mandatory resident orientation discussing the proper use and care of appliances, heating and cooling system.
7. Grounds Maintenance: Elder residents may request KTHA to maintain their yards at no charge.
8. Hazardous Conditions: Tenant shall not keep gasoline, solvents or other combustible materials or substances in or around the units, and shall exercise particular caution with respect to children playing with matches or lighters.
- If the unit is damaged:
- a) Tenant shall immediately notify KTHA of the damage;
 - b) KTHA shall responsible for repair of the unit with reasonable time. If the damage is tenant caused, Tenants shall pay reasonable costs of the repair. In the event that necessary repairs cannot be made within a reasonable time, and where available, KTHA shall offer alternative accommodations.
9. Inspections and Access:
- a) Before occupancy, KTHA staff and Tenant and/or Tenant's representative shall inspect the unit. KTHA shall give Tenant a written inspection of the condition of the unit and equipment provided. The inspection report shall be signed by KTHA and Tenant.
 - b) When Tenant moves out, KTHA shall inspect the unit and furnish Tenant with a written statement of charges for repairs (beyond normal wear and tear) for which Tenant is responsible. Tenant or Tenant's representative may participate in such inspection.
 - c) KTHA may enter Tenant's unit as follows:
 - 1) KTHA shall provide Tenant with two working days written notice stating the purpose of entry into the unit. KTHA entry shall be between the hours of 8:00 AM and 5:00 PM for the purpose of performing routine maintenance, inspections, improvements or repairs;
 - 2) KTHA may enter the premises at any time without advance notification when there is a reasonable cause to believe an emergency exists;
 - 3) If Tenant requests maintenance or repairs, KTHA representatives may enter to make the necessary repairs without presence of Tenant or Tenant's representative; and
 - 4) Inspections will be scheduled and tenant notified 30 days in advance, except in the event of a cancellation or reschedule. If Tenant refuses to allow KTHA to inspect the unit, it shall be grounds for termination of the lease.
10. Notice:
- a) Except for inspection notices, any notice to Tenant from KTHA shall be in writing, delivered personally to Tenant or to an adult member of Tenant's household, or sent by first class mail properly addressed to Tenant;
 - b) Notice to KTHA shall be in writing, delivered to KTHA's office or sent by first class mail properly addressed to:

Mailing address:
Karuk Tribe Housing Authority
P. O. Box 1159
Happy Camp, CA 96039

11. Termination of the Lease:
- a) This lease may be terminated by the Tenant at any time by giving thirty (30) days written notice to KTHA. Tenant shall leave the unit clean and in good condition, except for normal wear and tear, and return the keys to KTHA.
 - b) Upon the death of the last surviving Elder lessee named herein, the life estate shall terminate and the real property and all appurtenances and improvements thereto shall revert in full to the Housing Authority.
 - c) Except as provided in Paragraphs 13(b) and 13(c), KTHA shall not terminate other than for violation of the terms and provisions of the lease (ex.; not making required payments, not complying with Tenant obligations, violation of applicable Federal, State, Tribal or Local Law or for other good cause, etc.).
 - d) KTHA shall give Tenant written notice of termination of the lease as follows:
 - 1) Fourteen (14) days in case of failure to pay rent;
 - 2) A reasonable time proportionate to the urgency of the situation in the cause of a threat to health or safety of Tenants or KTHA employees, or
 - 3) Thirty (30) days in all other cases.
 - e) The notice of termination shall:
 - 1) State the reason(s) for the termination;
 - 2) Inform the Tenant of the right to make a reply, and of the right to a hearing before the KTHA Housing Committee; and
 - 3) Inform the Tenant of the opportunity, prior to any hearing or trial, to examine any relevant documents, records or regulations directly related to the termination.
12. Abandonment of Property:
- a) Notification must be given to KTHA if Tenant plans of being away from the unit for more than thirty (30) days.
 - b) If Tenant is absent from the unit for thirty (30) consecutive days and rent is owed, Tenant may be considered to have abandoned and may be disposed of by KTHA.
13. Waiver of Lease Provisions: KTHA does not give up any of its rights to enforce the provisions of this lease unless it does so in writing.
14. Grievance Procedures: All disputes concerning Tenant or KTHA obligations, other than those involving rent and/or other required payments, shall be resolved in accordance with the KTHA Grievance Procedures. The Grievance Procedure may be used to settle disputes involving rent or required payments, provided Tenant pays into escrow account the amount in dispute, and amounts not in dispute are paid to KTHA in accordance with the payment provision of the lease.

15. Indemnification Clause: KTHA shall not be liable for any damage or injury to Tenant, or any other person or to any property, occurring on the premises or any part thereof, or in common area thereof, unless such liability is based on the act of omission of KTHA, its agents or employees, and Tenant agrees to hold KTHA harmless from any claims for damages if caused by the acts or omission of the Tenant, members of the household or guests.
16. Provisions for Modification:
- a) Changes to this lease shall be by written addendum signed by both KTHA and Tenant.
 - b) The Schedule of Charges for Service and Repairs, Occupancy Policy, Re-examination Schedule, Rules and Regulations, and Grievance Procedure, all incorporated into this lease by reference, may be changed as determined necessary by KTHA. KTHA shall give Tenant ten (10) days written notice setting forth the proposed changes, the reasons for them, and providing Tenant with an opportunity to make written comments. Tenant's written comments shall be taken in to consideration by KTHA before proposed changes become effective. A copy of such notice shall be delivered or mailed to each Tenant.

By Signing below, Tenant and KTHA enter into this lease agreement which shall be effective on the date shown on the top of Page 1 of this lease.

 Tenant Signature

 Date

 KTHA Representative

 Date

 KTHA Executive Director

 Date