



**KARUK TRIBE HOUSING AUTHORITY  
TENANT LEASE**

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

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

Name of Tenant: \_\_\_\_\_ Account # : \_\_\_\_\_

—

Address: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Monthly Rent: \$ \_\_\_\_\_ Project #: CA 134- **003** # of Bedrooms: \_\_\_\_\_

The Karuk Tribe Housing Authority (KTHA) leases to: \_\_\_\_\_ (Tenant) the unit described above under the terms and conditions stated within this lease.

- 1 Terms of Lease - This lease is for a period of one month.**
- 2 Renewal of Lease - This lease shall automatically renew each calendar month, unless terminated by either KTHA or Tenant as provided in this lease.**
- 3 Members of Household - Occupancy of the above unit is limited to Tenant and the following members of the Tenant 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 (OR THEY HAVE FULFILLED THE WAITING PERIOD NECESSARY FOR PREVIOUSLY EVICTED TENANTS). 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.**

#### 4 Payments Due Under the Lease

a) **Rental Payments**

- 1) The monthly rent of \$\_\_\_\_\_ is due on the first day of each month beginning \_\_\_\_\_, **2008**\_\_\_\_\_. This monthly rent may change for reasons stated in paragraph 5 of this lease.
  - 2) Tenant shall have the right to live in the house during the period from \_\_\_\_\_ to the start of the lease under and subject to the same terms and conditions as are set forth herein. The rent for this period shall be \$\_\_\_\_\_ and shall be payable in advance.
  - 3) If this lease is terminated by Tenant giving thirty (30) days written notice, any rental refund shall be pro-rated daily after the required thirty (30) days written notice. Tenant shall be charged rent on a pro-rated daily basis for the shorter of the following:
    - (i) the number of days necessary for KTHA to re-rent the unit; or
    - (ii) for thirty (30) days after the KTHA learns of the vacancy.
  - 4) All KTHA tenants must pay 30% of the household's adjusted monthly income not to exceed ceiling rents as determined by the Housing Committee.
  - 5) Tenants who do not cooperate with KTHA re-certification process will automatically have rent increased to maximum (ceiling rent) rent allowable.
  - 6) Automatic Withdrawal – Residents who are also employees of the Karuk Tribe, may choose to have an automatic payroll deduction from their paycheck to pay their rent.
- b) Utilities - Tenant shall pay the full cost of utilities and utility deposits within 10 days after move-in excluding water, sewer and garbage disposal. Utility account must be kept in tenants name at all times. Telephone and/or TV cable service are the responsibility of the Tenant. *KTHA shall not credit tenant for electricity cost.*
- c) Satellite Dish – Tenant must have written KTHA approval prior to installing a Satellite Dish.
- d) **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 of 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 the cost. Payment shall be due and payable upon receipt of bill.
- e) **Security Deposit** - Tenants shall pay \$350.00 as a 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 repair or damages including cleaning (other than for ordinary wear and tear) to the unit, facilities and common areas caused by Tenant, member of the household, or guest. The security deposit shall also be used by KTHA to pay any rent or other charges owed to KTHA by Tenant at lease termination. KTHA shall return any remaining balance of the security deposit within thirty (30) days

after tenant vacates the unit. KTHA shall deposit said security in an account at Scott Valley Bank.

- f) **Key Deposit** - Keys will be supplied at time of occupancy. Tenant shall pay a \$5.00 deposit for each key at the time of move in. 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 excepting Elders.
- g) **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 a payment agreement on or before the seventh (7th). If the KTHA determines satisfactory cause, a payment agreement will be processed and the late charge will not be assessed. Payment agreements are available to tenants who qualify based on unforeseen financial difficulties. In order for a payment agreement to be processed the following will need to be provided with the payment agreement request:
- 1) Provide written documentation proving the financial hardship (example: high utility bill, unforeseen expense, death in the family, laid off of work)
  - 2) Be able to repay the payment agreement within 12 months

**Approval of Payment Agreements:** Payment agreements will be submitted to the Executive Director for approval with all attached written documentation. Payment agreement is not in effect until signed by the Executive Director.

**Denial of Payment Agreements:** Payment agreements will not be approved for reasons other than unforeseen financial difficulties (other reasons: Christmas, did not want to pay bills, didn't budget for that month, etc...)

**Default of Payment Agreements:** If a tenant fails to remain current with their payment agreement a \$10.00 late fee will be assessed and no further payment agreements will be initiated.

## 5 Re-determination of Rent, Unit Size, and Eligibility

- a) All determinations referred to in this paragraph shall be made in accordance with KTHA's approved Occupancy Policy available in the KTHA office.
- b) Tenant shall report the following to KTHA within *fifteen (15)* days of their occurrence:
- 1) Any change in the household members (i.e. move in, move out, new baby, deceased, etc); and
  - 2) Any increase or decrease in income
- c) Annual Re-determination
- 1) KTHA shall at a minimum annually determine:
    - (i) whether Tenant's rent should be adjusted; and

- (ii) whether Tenant's unit size is still appropriate for family composition.
- 2) As requested by KTHA, Tenant must provide within 15 days accurate information regarding:
  - (i) number of people in Tenant household, their age and sex; and
  - (ii) the source and amount of income received by everyone in Tenant household.
- 3) Tenants who do not cooperate with KTHA annual certification process will automatically have rent increased to maximum (ceiling rent) rent allowable.

d) Interim Re-determination

- 1) The rent shown in Paragraph 4, or as adjusted according to Paragraph 5, shall remain in effect unless Tenant reports a change which indicates that the Tenant's rent should be adjusted in accordance with the KTHA's Occupancy Policy.
- 2) When a Tenant reports a change in household circumstances, Tenant's income and family composition shall be reviewed. Tenant's rent shall be appropriately adjusted. Unreported income increases will be retroactively applied to tenant's rent.
- 3) Unit Size - If KTHA determines that the size of Tenant's present unit is no longer appropriate to Tenant's household composition in accordance with the KTHA's Occupancy Policy, tenant shall move to an appropriate size unit within thirty (30) days of notification subject to availability.
- 4) Tenants who do not cooperate with KTHA interim re-determination process will automatically have rent increased to maximum (ceiling rent) rent allowable.

**6 Tenant's Right To Use and Occupy** - 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.

**7 KTHA Obligations** - The KTHA is obligated to:

- a) Maintain the premises in a decent, safe and sanitary condition;
- b) Comply with the 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 tenants for maintenance and upkeep, 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, sewer and reasonable garbage collection service.

**8. Obligations of Tenant, Members of Household, and Guests - Tenant is obligated to:**

- a) Not assign the lease or sublease the unit;
- b) Not provide housing for boarders, lodgers, *or evicted KTHA tenants*;
- c) Use the unit as sole residence, solely as a 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;
- 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, heating and facilities;
- i) Refrain from scattering rubbish, destroying, defacing, damaging or removing any part of the premises or project;
- j) Furnish sufficient heat to the unit to prevent freezing of piped water. Tenant is required to maintain utility bill in his/her name at all times. If for any reason Tenant is unable to maintain heat to unit he/she shall immediately notify KTHA. Tenant will be charged for any damages resulting from failure to maintain sufficient heat or to notify KTHA, unless for a cause beyond his/her control, such as unusually severe weather or general failure of the utility company to supply power;
- k) 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;
- l) WILL NOT ENGAGE IN ANY ACTIVITY OR ALLOW ANY HOUSEHOLD MEMBER, GUEST, OR OTHER PERSON 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.**
- m) Refrain from illegal or other activity which impairs the physical or social environment of the community;
- n) 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;
- o) Report immediately to KTHA any vandalism to the premises and any need for repairs or replacement; and
- p) LESSEE HEREBY AGREES AS FOLLOWS:
- 1) TO NOT TAMPER WITH OR REMOVE SMOKE DETECTORS;
  - 2) TO ENSURE THAT ELECTRIC CURRENT TO SMOKE DETECTORS IS NOT INTERRUPTED; AND
  - 3) TO INFORM THE KTHA OFFICE IN WRITING OF ANY PROBLEM WITH THE SMOKE DETECTORS.
- q) 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.
- r) LESSEE AGREES THAT A CAREGIVER DOES NOT BECOME A RESIDENT WHEN PERSON REQUIRING CARE CEASES TO RESIDE IN HOUSING.
- 9 Ground Maintenance** - Tenant shall maintain grounds and landscaping adjacent to the unit. In the event Tenant neglects to maintain the grounds assigned, Tenant shall pay KTHA expenses necessary for KTHA to maintain or repair these grounds. Elders or disabled residents may request KTHA to maintain their yards at no charge. The KTHA can provide landscaping equipment upon request and availability.
- 10 Hazardous Conditions** - Tenant shall not keep gasoline, solvents or other combustible materials or substances in or around the units.

If the unit is damaged:

- a) Tenant shall immediately notify KTHA of the damage;
- b) KTHA shall be responsible for repair of the unit within a reasonable time. If the damage is tenant caused, Tenant shall pay reasonable costs of the repair. In the event that the unit is not habitable and necessary repairs cannot be made within a reasonable time, and where available, KTHA shall offer alternative accommodations.

## 11 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 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 days written notice stating the purpose of entry into the unit. KTHA entry shall be between the hours of 8:00 a.m. and 5:00 p.m. 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 with Tenant's consent; and
  - 4) **IF TENANT REFUSES TO ALLOW KTHA TO INSPECT THE UNIT IT SHALL BE GROUNDS FOR TERMINATION OF THE LEASE. IN ADDITION, KTHA MAY REQUIRE THE TENANT TO ADDRESS THE HOUSING COMMITTEE AND ASSESS A \$50.00 (FIFTY DOLLAR) ADMINISTRATIVE CHARGE.**

## 12 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:

**Karuk Tribe Housing Authority  
P.O. Box 1159  
Happy Camp, CA 96039**

## 13 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, empty of all belongings, and in good condition, except for normal wear and tear, and return the keys to KTHA.
- b) If the Head of Household ceases to be a member of the household, the lease shall terminate. A new lease may be executed and signed by a responsible remaining member of the household, providing

that after the remaining member's application for housing is processed they are at the top of the waiting list.

- c) If Tenant transfers to another unit operated by KTHA, this lease shall terminate and a new lease shall be executed for the unit into which Tenant moves, ***ONLY THE HEAD OF HOUSEHOLD MAY APPLY FOR UNIT TRANSFER, IN ACCORDANCE WITH THE KTHA OCCUPANCY POLICY.***
- d) Except as provided in Paragraphs 12.B and 12.C, KTHA shall not terminate or refuse to renew the lease other than for violation of the terms AND PROVISIONS of the lease (e.g.: not making required payments, not complying with tenant obligations, VIOLATION OF APPLICABLE FEDERAL, STATE, TRIBAL, OR LOCAL LAW, OR FOR OTHER GOOD CAUSE.)
- e) 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 the health or safety of tenants or KTHA employees; or
  - 3) Thirty (30) days in all other cases.
- f) 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. THESE DOCUMENTS WILL BE AVAILABLE ONLY IF THE CONFIDENTIALITY CLAUSE WILL NOT BE BROKEN.

**14 Abandonment of Property**

- a) Notification must be given to KTHA if Tenant plans on 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 property may be disposed of by KTHA.

**15 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.

**16 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 grievance procedures outlined in Chapter 12 of KTHA policy.

**17 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 or 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 Tenant's household or guests.

**18 Provision For Modification**

- a) Changes to this lease, other than changes in Tenant rent amount, 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 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 into consideration by KTHA before proposed changes become effective. A copy of such notice shall be delivered directly or mailed to each Tenant.

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***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.***

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\_\_\_\_\_  
**Tenant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**KTHA Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**KTHA Executive Director**

\_\_\_\_\_  
**Date**