



# Chippewa Cree Housing Authority

75 Laredo Road  
Box Elder, MT 59621  
Phone (406) 395-4370 or 395-4748  
FAX 395-4249

## DWELLING LEASE AGREEMENT

LEASE NUMBER: \_\_\_\_\_  
# OF BEDROOMS: \_\_\_\_\_  
# OF FAMILY MEMBERS: \_\_\_\_\_

HEAD OF HOUSEHOLD \_\_\_\_\_

SPOUSE \_\_\_\_\_

### 1. DESCRIPTION OF THE PARTIES AND PREMISES

The Chippewa Cree Housing Authority, hereinafter referred to as the "Authority", does hereby lease, from month to month, unto \_\_\_\_\_ singly, or combined referred to as the "Tenant", dwelling unit described below, located and under the terms and conditions stated herein:

ADDRESS: \_\_\_\_\_

UNIT LOCATION: \_\_\_\_\_ OCCUPANCY DATE: \_\_\_\_\_

### 2. DWELLING LEASE VIOLATION

- a. Destruction to the unit or surrounding property,
- b. Verified reports of loud or uncontrolled parties,
- c. Disturbances or harassment to other tenants or the community
- d. Failure to maintain the unit in a clean and sanitary condition,
- e. Failure to recertify income and/or provide accurate family composition information
- f. Junk vehicles not removed from yard,
- g. Un-mowed lawns or un-kept yard,
- h. Animal control violation,
- i. Failure to maintain utilities that result in service disconnection,
- j. Each issued notice to pay delinquent rent or evict within thirty (30) days and then subsequently paid; an or
- k. Failing to comply with a lease condition



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The Tenant agrees to pay for all electrical service and heating sources. The authority will not pay any outstanding charges to the tenant for any reason. The Tenant agrees to pay all deposits and fees required for utility services. A Notice of Violation will be sent to the Tenant, if utility service is disconnected due to non-payment.

## **6. CERTIFICATION OF RENT, DWELLING SIZE AND ELIGIBILITY**

Upon initial occupancy and at least once each year, as required by the authority, the Tenant agrees to furnish accurate information to the authority as to family income, and family composition for use by the authority in determining the monthly rent amount. The Tenant shall furnish accurate information to the authority regarding family income and composition. The authority shall use such information to determine the appropriate rent amount, dwelling size for Tenant's needs and whether the authority will offer the Tenant continued eligibility for low rent housing. The Authority shall provide the Tenant with a certification to verify and determine rental rates and eligibility, which is hereby made a part of this lease by reference.

- a. Total Tenant Payment. The rent fixed or adjusted rent (pursuant to the above set forth provisions) remains in effect for periods between regular or interim certifications. Change may occur as listed below:
  - i. The Tenant can show a change in his/her circumstances that justifies a reduction in rent;
    - (i) The Tenant commences to receive public assistance or his/her public assistance is terminated. Any such change must be reported to the Authority within ten (10) working days of its occurrence; or
    - (ii) If the Tenant misrepresents, negligently or intentionally, any fact used by the Authority to determine his/her rent. The Authority shall retroactively apply any rent increase due to Tenant's misrepresentation.
- b. If the Authority determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs, the Authority may amend this Lease by notice to the Tenant in accordance with Section 10 that the Tenant is required to move to another unit within the area in which he lives, as soon as a unit is available.
- c. If rent adjustment is necessary, the Authority will mail or hand-deliver a "Notice of Rent Adjustment" to the Tenant in accordance with Section 10. In the case of rent decreases, the adjustment will become effective the tenth of the following month. In the case of rent increases, the adjustment will become effective the



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tenth of the second month, unless the rent results from a finding of misrepresentation under Section 5, A (iii).

- d. Failure to recertify will result in the Tenant being charged the maximum rent until Tenant recertifies as requested.

## **7. OCCUPANCY OF THE DWELLING UNIT**

The dwelling unit is provided to a family

The tenant shall not assign this Lease nor sublet or transfer possession of the unit without prior written approval of the Authority. The Tenant is responsible for all actions of the residents and guests of the unit, including children. The Tenant, members of his household and guests shall comply with all laws affecting the use of occupancy of the premises.

Verified reports of loud or uncontrolled parties will be a violation of this lease.

The Tenant shall not provide accommodations to temporary lodgers or guests or other person not listed upon this lease for more than thirty (30) days without the prior written consent of the Authority. The Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for the Tenant and his/her family. The tenant agrees to use the parts of the premises in a reasonable manner considering the purposes for which they were designed and intended.

Tenant and guest vehicles shall be parked only in designated parking areas. Vehicles in inoperable condition for over thirty (30) days must be removed from the premises. If the Tenant fails to remove the vehicle at the Authority's request, the Authority will dispose of the vehicle at the Tenant's expense. Charging the Tenant with removal cost of the car and will be a violation of this lease.

## **08. MAINTENANCE DAMAGE AND REPAIRS**

The Tenant shall use reasonable care to keep his dwelling unit in such condition as to prevent health or sanitation problems from arising. The Tenant shall notify the Authority promptly of known needed repairs to his dwelling unit, and of known unsafe conditions in any common area or grounds in the project in which the lease premises are situated, which may lead to damage or injury.

Except for normally wear and tear, the Tenant may not destroy, deface, damage, impair or remove any part of the premises or permit any person to do so. The Tenant agrees to pay reasonable charges for repair caused by intentional or negligent damage to the leased



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premises. All broken windows and doors (exterior and interior) will be repaired at the expense of the Tenant.

The Authority shall sent Tenant a notice that includes the items damaged, correctional action taken, and the costs of repair. Tenant shall pay such costs within thirty (30) days of receipt of notice. Failure to pay within thirty days will be a violation of this lease and may be terminated.

The Authority will accept Tenant's rent payments regardless of any outstanding charges owed. The Authority may seek additional legal remedies to collect other charges owed. The Tenant shall keep the sidewalk around the leased premises from ice, snow, dirt, and litter. Tenant shall keep the rental unit in a reasonably clean and sanitary condition and the lawn around the said unit watered and mowed at all times necessary.

The Tenant shall deposit all garbage, trash, rubbish in a suitable receptacle approved by the Authority and keep the receptacle in the area provided.

Plumbing, electrical or gas burning equipment shall not be used for any purpose other than for which they are intended. All liquid fuel appliances are prohibited in the dwelling unit. Burning of any kind is prohibited in the home site areas.

Except as above, the Authority shall maintain the building in which the leased premises are located and the common area and grounds surrounding the same in a decent, safe and sanitary condition in conformity with any applicable Chippewa Cree Tribal housing codes and applicable federal laws.

The Authority shall make all necessary repairs, alterations and improvements to the leased premises with reasonable promptness at its own cost and expense, except as otherwise herein provided.

The Authority will repair hazards to life, health, or safety within seventy-two (72) hours. The Authority will offer Tenant temporary alternative housing if repair cannot be made within seventy-two (72) hours if available. The Tenant's rent **may** be waived during the period of the existence of such hazard, while the Tenant is residing in the hazardous premises. However, rent shall not be waived if the Tenant rejects reasonable alternative temporary accommodations offered to Tenant, and/or the damage is caused by Tenant abuse.

## **09. INSPECTIONS**

At the time the Tenant moves in the Authority shall inspect the leased premises and shall provide the Tenant a written statement of the condition of the dwelling unit and the equipment contained therein. The Tenant and/or his representative shall participate in such inspection.

The Tenant shall permit any duly authorized agent, employee or representative of the Authority to enter the leased premises to inspect or examine its condition or to improve or repair as necessary. The Authority shall enter during reasonable hours, after advance notice to the



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- c. The Authority may immediately terminate the lease for:
  - i. Any serious violation of any term or condition of the lease;
  - ii. Repeated violations of the term or conditions of this Lease;
  - iii. Abandonment;
  - iv. Criminal Activity. If tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control engaged in criminal activity, including drug-related criminal activity while the Tenant resides in the Authority's property.
    - (i) (For purposes of this paragraph, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802). The civil standard of proof for "drug-related criminal activity" shall be clear and convincing evidence that the activity has occurred. A specific conviction is not required.)
  - v. Repeated reports from Law Enforcement Officers for loud or uncontrolled parties or the confiscation of Alcohol, Drugs or Drug Paraphernalia.
- d. Other good cause.

## 12. ABANDONMENT

- a. If a Tenant fails to notify the Authority of any anticipated absence of excess of even (7) days, the Authority may:
  - i. Enter the lease premises as reasonably necessary;
  - ii. Reasonably determine if the Tenant has abandoned the leased premises;
  - iii. Remove and store all abandoned property from the leased premises; and
  - iv. Recover actual damages from the Tenant.
  - v. If the Authority determines that the leased premises are abandoned, the Authority
- b. Shall:
  - i. Stop charging the Tenant rent at the time of lease termination;
  - ii. Determine and compute existing damages; and
  - iii. Rent out the leased premises within a reasonable period of time.

## 13. GRIEVANCE PROCEDURE

A "grievance" means any formal complaint or dispute, which the Tenant has with respect



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and the Tenant. All amendments shall be made in writing, signed and dated by both parties.

**IN WITNESS WHEREOF**, the parties have agreed to the foregoing lease terms and conditions on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Authorized CCHA Representative

**GRIEVANCE POLICY**