

NORTHERN PONCA  
HOUSING AUTHORITY  
LOW INCOME  
HOUSING TAX CREDIT  
LEASE AGREEMENT

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# NPHA Tenant Rental Lease Agreement

## Article I – Parties and Property

1.1 This lease is made the \_\_\_\_\_ day of \_\_\_\_\_, by and between Northern Ponca Housing Authority, herein called “NPHA”, and \_\_\_\_\_ herein called “tenant.”

The following person(s) will also occupy the unit who are 19 years of age or older:

\_\_\_\_\_  
\_\_\_\_\_

The following person(s) will also occupy the unit, but are not of legal age or are not responsible under the agreement:

\_\_\_\_\_  
\_\_\_\_\_

1.2 NPHA, relying upon the representations of the tenant as to the tenant’s family income and family composition, does hereby let to tenant, and tenant does hereby lease upon the conditions herein after provided, Rental Unit No. \_\_\_\_\_, located at \_\_\_\_\_,

(Street Address)

(Community)

\_\_\_\_\_, \_\_\_\_\_ hereinafter called “premises”.  
(County) (State)

### 1.3 OCCUPANCY OF THE DWELLING UNIT:

Occupancy is limited to the \_\_\_\_\_ persons listed above. Tenant agrees not to assign this lease or to sublet or transfer possession of the unit, not to give accommodations to boarders or lodgers. This provision does not include reasonable accommodation of tenant’s guest or visitors. The NPHA Admissions & Occupancy Handbook (Attachment A) is hereby incorporated by reference into this Rental/Lease Agreement and it is the responsibility of the tenant, all members of the housing composition and all guests to comply with all policies as provided in the NPHA Admissions & Occupancy Handbook & this lease agreement. The tenant is responsible for the actions of all members of the composition and guests. A violation of any NPHA policies or procedures shall constitute a breach of this Lease.

1.4 The premises are leased to tenant solely for use as a private family residence and uses normally incident thereto and for no other purposes, unless otherwise agreed to, in writing, by the tenant and NPHA. i.e. written permission given to operate a home-based business.

1.5 No rights under this lease shall be conferred to any person who has not executed this lease, subject to the exceptions provided for Loss of Head of Household listed in Section VIII-B of the NPHA Admission & Occupancy Handbook and the execution of a new Tenant Rental Lease/Agreement.

## Article II – Term of Lease

2.1 Tenant shall lease the premises for the term of six calendar months.

Beginning on the first day of \_\_\_\_\_, and ending at midnight on the last day of the sixth month from that date. Said term shall be renewable thereafter from month-to-month by the payment and acceptance of all required payments due and payable on the 1st of each and every month thereafter until terminated according to the terms and conditions hereinafter set forth.

2.2 Required payments include;

- (a) Rent in the amount of \$ \_\_\_\_\_, is payable to NPHA on the 1<sup>st</sup> day of each month. Rent shall be considered late and a violation of the lease if not paid on the 1<sup>st</sup> of the month.
- (b) A late fee of \$25.00 will be assessed for all rents paid after the 10th of the month, and all rental payments not made.
- (c) Any maintenance charges
- (d) For use and occupancy of the premises, including services and equipment furnished by NPHA at no extra cost, and described as: *(check appliances, equipment, etc.)*  
\_\_\_\_\_ Microwave \_\_\_ Range \_\_\_ Refrigerator \_\_\_\_\_ Dishwasher  
\_\_\_ Disposal \_\_\_\_\_ Carpet(s) \_\_\_\_\_ Window coverings
- (e) Amounts chargeable for additional or special services and use of special equipment, due on the first day of each month, described as:  
(1) \_\_\_\_\_ (2) \_\_\_\_\_  
(3) \_\_\_\_\_ (4) \_\_\_\_\_

2.3 If tenant enters the lease prior to the term identified in Article 2.1, 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. The rental charge from \_\_\_\_\_ to the commencement of the term hereof shall be prorated in the amount of \$ \_\_\_\_\_ and shall be payable in advance.

**Article III – Security and Damage Deposit (SDD)**

3.1 On the signing of this lease, tenant deposits with NPHA \$300.00 to secure the faithful performance by tenant of the term hereof.

3.2 If the tenant fails to leave a forwarding address at the time of vacating the unit, the SDD shall revert to NPHA in consideration of the costs and burdens of maintaining the escrow account, and the interest of the tenant in that deposit terminates at that time.

**Article IV – Utilities/Services**

4.1 See the A&O Handbook, Section III-I

4.2 Tenant shall pay the deposit to commence utilities in their name are indicated by an “X”

\_\_\_\_\_ Gas \_\_\_\_\_ Electric \_\_\_\_\_ Sewer/Water \_\_\_\_\_ Garbage

Tenant will be required to have all utility deposits in their name the day of move-in. Failure by tenant to pay for & maintain the above utilities services shall be considered a material breach of this agreement/lease.

**4.3 Amount of utility allowance deducted from gross rent:**

\$ \_\_\_\_\_ Gas \$ \_\_\_\_\_ Electric \$ \_\_\_\_\_ Sewer/Water

Total deducted from gross rent per month \$ \_\_\_\_\_

4.4 The tenant agrees to furnish sufficient heat to the dwelling-unit to prevent freezing of piped water. If for any reason the tenant is unable to maintain sufficient heat, tenant shall immediately notify NPHA.

4.5 Tenant agrees to be charged for any damages resulting from tenant’s failure to maintain sufficient heat or to notify NPHA, unless for any cause beyond tenant’s control, such as unusually severe weather or general failure of the utility company to supply heat in the entire area.

4.6 Tenant acknowledges that as occupant of the premises they are primarily responsible for the basic upkeep of the premises including cleaning, lawn care, trash removal, and snow removal. Only those matters specifically checked below will be provided by NPHA.

\_\_\_\_\_ Lawn Care \_\_\_\_\_ Garbage \_\_\_\_\_ Snow Removal

#### **Article V – NPHA Obligations**

5.1 NPHA agrees to maintain the premises and project in a decent, safe and sanitary condition; comply with the requirements of local building codes, and Department of Housing and Urban Development regulations materially affecting health and safety.

5.2 NPHA agrees to make necessary repairs to the premises necessitated by normal wear and tear; keep project buildings, facilities and common areas not otherwise assigned to tenant for maintenance and upkeep, in a clean, safe and sanitary condition.

5.3 NPHA agrees to maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilation and other facilities and appliances supplied or required to be supplied by NPHA.

5.4 NPHA notifies tenant, and tenant acknowledges, that units built prior to 1978 may contain lead paint.

#### **Article VI – Tenant Obligations**

6.1 Tenant agrees to cooperate with NPHA to quickly and efficiently cure any maintenance issues, including reporting such issues and being available to ensure their repair, that arise during tenancy of the unit.

6.2 Tenant agrees to comply with all obligations primarily imposed upon tenants by applicable provisions of buildings and housing code materially affecting health and safety.

6.3 Tenant agrees to keep the premises and such other assigned areas as clean and safe as the condition of the premises permits. Tenant further agrees to dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner, and to use all electrical, plumbing, sanitary, heating and other facilities and appurtenances in a reasonable manner.

6.4 Tenant agrees to refrain from, and cause tenant's family and guest to refrain from deliberately or negligently destroying, defacing, damaging or removing any part of the premises or project.

6.5 Tenant's family and guest shall conduct themselves in a manner, which will not disturb the neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a safe and sanitary condition.

6.6 Tenant understands and agrees to allow NPHA to conduct any type of testing (mold, drugs, etc.) on the unit whenever NPHA deems this necessary. NPHA will conduct these tests during reasonable work hours.

#### **Article VII – Maintenance and Repair Charges**

7.1 Tenant hereby agrees to pay for reasonable costs of repair for damages to the leased premises, project buildings, facilities or other project areas intentionally or negligently caused by tenant, tenant's family member or guests, in accordance with NPHA's adopted Maintenance Policies. Failure to comply with said request will be considered a violation of the lease, and will result in termination of this agreement/lease.

**Article VIII – Notices**

8.1 Any notice required herein shall be in writing and delivered to tenant or to any member of tenant’s family residing in the dwelling unit over the age of 18 or sent by certified mail return receipt requested properly addressed to tenant at the last known address of the tenant on record with NPHA.

8.2 Notice to NPHA shall be in writing, delivered to NPHA’s office, or sent by prepaid first class mail properly addressed to NPHA.

8.3 A written notice to terminate any tenancy shall be served in accordance with the process stated in Title 5, Section V.5.3 of the Ponca Tribe of Nebraska Law & Order Code.

**Article IX – Termination of Lease**

9.1 This lease may be terminated by tenant at any time and without cause by giving 30 days notice in the manner specified in Article XI. The 30-day period to terminate shall begin to run from the date notice to terminate is served.

9.2 Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to NPHA when vacating.

9.3 NPHA may evict the tenant from the unit for the following reasons:

(A) Nonpayment of rent when such payments are not made after 10 calendar days of the agreement date of payment as stated in Article II, Section 2.2.

(B) Any agreement regarding rent, costs, damages, or a payment plan which have been due and owing for 30 calendar days or more. The receipt by NPHA of partial payments under such an agreement shall not excuse the payment of any balance due upon demand.

(C) Nuisance, intentional or reckless damage, destruction, or injury to the property of the landlord or other tenants, or disturbing another tenant's right to quiet enjoyment of a dwelling unit.

(D) Any violations of this agreement, NPHA Admission & Occupancy Handbook, or any applicable building or housing codes.

(E) Occupation of any premises without permission or agreement, following any reasonable demand by NPHA to leave.

(F) Under other terms in this agreement which do not conflict with the provisions of the Ponca Tribe of Nebraska Law & Order Code.

(E) Each violation of this agreement constitutes a separate violation. This includes simultaneous violations of different sections and multiple violations of the same section.

9.4 NPHA and tenant agree that in the event said premises are totally destroyed by fire, rain, wind or other cause beyond the control of NPHA, or are condemned and ordered torn down by any properly constituted authorities of the Federal, State, County, or City Governments, then in any of these events, this agreement shall cease and terminate as of the date of such destruction of said premises.

9.5 It is the responsibility of the tenant to remove all personal items by the move-date set forth by NPHA, in the event the tenant is evicted or the tenant voluntarily gives notice to move-out. Any personal property remaining in the unit after scheduled move-out date will be disposed of at the tenant’s expense. Property of value left behind

will be retained for 30 days, after which shall be disposed of by landlord without liability to tenant or any other interested party. Please refer to the NPHA Admission & Occupancy Handbook for more information.

**Article X – Appeal Procedure**

10.1 All disputes concerning tenant or NPHA obligations, other than those involving rent and/or required payments shall be resolved in accordance with Title V, Section V.5.4 of the Ponca Tribe of Nebraska Law & Order Code.

10.2 After a Notice to Quit is served upon a tenant, the landlord and tenant may engage in discussions to avoid a judicial proceeding to evict and to settle the issues between the landlord and tenant. Any agreement to enter into discussions will not affect the rights of the parties unless the parties reach an agreement to waive any of their rights.

**Article XI – Modification**

11.1 This lease, together with any future adjustments of rent and dwelling unit, evidences the entire agreement between NPHA and tenant. No modifications herein shall be made except as allowed by Title V, Section V.3.9 of The Ponca Tribe of Nebraska’s Law & Order Code.

**Article XII-Jurisdiction and Venue**

12.1 Tenant agrees that the sole jurisdiction and venue for legal issues, claims, etc., that arise under the terms and conditions of this lease are exclusively with the Ponca Tribe of Nebraska’s Tribal Court.

**Article XIII-Interpretation of Lease Terms**

13.1 Tenant agrees that the terms and conditions of this lease are to be interpreted pursuant to the Ponca Tribe of Nebraska Law & Order Code, in addition to all Northern Ponca tribal laws, ordinances, codes and regulations and the NPHA Admission & Occupancy Handbook.

IN WITNESS WHEREOF, the parties have executed this lease the \_\_\_\_ day of \_\_\_\_\_, 2016,

at \_\_\_\_\_, \_\_\_\_\_,  
(Community) (County) (State)

\_\_\_\_\_  
Head of Household Signature (Date)

\_\_\_\_\_  
NPHA Staff Member Signature (Date)  
(Move-In Administrator)

By: \_\_\_\_\_  
Executive Director Northern Ponca Housing Authority Signature

## Northern Ponca Housing Authority LIHTC Lease Addendum

- The Resident must live in the Premises and the Premises must be the Resident's only place of residence. The Resident shall use the Premises only as a private dwelling for himself / herself and the individuals listed on the Lease.

The Resident agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Resident agrees not to sublet or assign the Premises, or any part of the Premises. Resident shall not permit any roomer or boarder occupancy of any portion of the Premises. Any failure by Resident to comply with the obligations in this paragraph is a material breach of this Agreement.
- A household is ineligible to participate in the LIHTC Program if all members of the household are full-time students, unless: (i) Receiving assistance under Title IV of the Social Security Act – (e.g. TANF); (ii) Previously under the care and placement responsibility of the local county children services agency (i.e. foster care) (iii) Enrolled in a government-sponsored job training program; (iv) Married and eligible to file a joint income tax return; or (v) A single parent household with at least one dependent child. The parent is not the dependent of another individual and the child is only a dependent of the resident or the other, non-resident parent. If at any time Resident's household is ineligible to participate in the LIHTC Program by virtue of this prohibition on full-time students, it will constitute good cause to terminate this Agreement. Resident shall notify Landlord immediately of any change in student status of any member of Resident's household.
- The Resident understands that the monthly rent is less than likely to be found in open market place. This lower rent is available because the Premises were constructed pursuant to Section 42 of the Internal Revenue Code of 1986 as amended. Every year, approximately 120 days before the anniversary date of Resident move-in, the Landlord may request the Resident to report the income (including a copy of the most recently filed federal income tax return) and composition of the Resident's household and to supply any other information required or requested by the Landlord. If the Resident does not submit the required information by the date specified in the Landlord's request, the Landlord may terminate this agreement and the Resident must vacate the Premises. Any failure by Resident to comply with the obligations in this paragraph is a material breach of this Agreement.
- 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.

_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Agent for Owner	_____ Date