

**Sublease Policy
For Mutual Help Homebuyers
Of the Te-Moak Housing Authority**

I. Introduction

A. General Purpose

The Te-Moak Housing Authority's (TMHA) mission is to provide and maintain safe and affordable housing for low-income families with priority given to the Te-Moak Tribal members.

These rules are designed to serve as:

1. A guide for the Te-Moak Housing Authority to use in determining eligibility to Sublease a home.
2. A document which provides for consistent, equitable, and uniform treatment of clients.
3. A basis for decision-making by the TMHA staff.

B. Application of Rules

These rules are applicable to all TMHA Mutual Help and Occupancy Agreement (MHOA) homebuyers.

II. Definitions

1. Sublease: Property rented by a homebuyer to another party.
2. Homebuyer: A person who is in the process of purchasing a home from the Te-Moak Housing Authority through the Mutual Help and Occupancy Agreement Program.
3. Sub-lessor: A MHOA homebuyer who subleases their home.
4. Sub-lessee: A person who rents a home from a MHOA homebuyer.
5. Immediate Family: Immediate Family means Mother, Father, Son, Daughter, Brother, Sister, Husband, Wife, Children.

III. Allowable Justifications for Sub-lease

The following are allowable justifications determined by the TMHA for a MHOA homebuyer to sublease a home.

A. Educational

An accredited program of training or education designed to enable the head of household to acquire the skills necessary to obtain gainful employment.

B. Medical reasons

A medical or other rehabilitation program, including confinement in a hospital or other treatment facility, as required by a licensed physician, or other qualified professional. Medical reasons extends to immediate family and any person of the family household composition as listed on the TMHA "Application for Continued Occupancy".

C. One-time employment or service opportunity

A one-time absence to take a verified job or service opportunity, not to exceed one year. Any request to sublease under this category more than once during the Homebuyers' Homeownership participation, and any request to exceed the one-year limit, is subject to approval by the Board of Commissioners.

D. Military Service

Absence by homebuyer due to military service.

E. Incarceration

An absence from the home due to incarceration of a MHOA homebuyer in a local, State, or Federal correctional facility.

IV. Eligibility for Participation: Mutual Help Homebuyer/Sub-lessor

- A. The purpose of this section is to determine who is eligible to participate in Te-Moak Housing Authority Sublease Program.

Applicants must meet all of the following eligibility requirements.

The homebuyer must be in compliance with all aspects of the homeownership agreement, including but not limited to the following:

1. Must be in compliance with Inspections;
2. Must be in compliance with Recertifications/Re-examinations;

3. Must not have an outstanding balance. (i.e. outstanding monthly payment, payback arrangement and/or outstanding maintenance bill);
4. All utilities must be current;
5. Any other aspect of the MHOA.

V. Eligibility for Participation: Sub-lessee

Sub-lessee must meet all requirements set forth in the Admissions Policy of the Te-Moak Housing Authority, excluding the maximum income and Native American requirements, as long as the home will not be over crowded according to the occupancy standard.

VI. Duration of Sublease

A sublease may be issued for a period of six (6) months to one (1) year. Failure to return to the home per the "Homebuyers Acknowledgement" (see Appendix A) authorizes the TMHA to terminate the Agreement.

Subleases may be renewed on or before the termination date of current sublease.

Homebuyers may only sublease for a maximum of two (2) years. There will be no exception.

VII. Calculation of Monthly Payment

The Homebuyer's Required Monthly Payment shall be based on the Homebuyer's income. The Homebuyer shall continue to cooperate in annual and interim certification of income. The payment between the Homebuyer and the Sub-lessee is not limited; however, the Homebuyer shall accurately report the sublease payments received as income.

VIII. Homebuyer Acknowledgement

As a condition of the Sublease, Homebuyers shall sign an Acknowledgement (see Appendix A) provided by the TMHA, which shall specify:

1. Their understanding that they will continue to be responsible for all obligations under the MHOA during the sublease period;
2. Their sole responsibility for managing the Sub-lessee's occupancy compliance with the MHOA;
3. The dates of the temporary absence and their intent to return to make the home their principal place of residence;

4. That termination may result if they do not return to occupancy within the specified time or otherwise breach the Agreement, either through personal action or through the action of their Sub-lessee.

IX. Lease Agreement

All Sublease Agreements must contain the following and be provided to the TMHA:

1. Monthly payment amount.
2. Household composition.
3. Provisions for maintenance requirements.
4. Provisions for payment of utility accounts.
5. Provisions for inspection requirements.
6. Cause for termination and eviction.

X. Authorization for Sublease

All sublease requests shall be presented, in writing, to the Board of Commissioners, through the TMHA staff, for approval prior to the MHOA homebuyer leaving the home.

1. If the BOC approves the Sublease, the Te-Moak Housing Authority shall notify the Homebuyer.
2. If the BOC does not approve the Sublease, the Te-Moak Housing Authority shall, in writing, inform the Homebuyer of the reasons the Sublease was not approved.

The above has been approved by the Te-Moak Housing BOC at a meeting held on 8/2/00 with 9 BOC Members present and who voted:

1 for, 0 against, 1 abstained

ATTEST: Wicket Yellowhair
Title: Recording Sec. Date: 8/3/00

HOMEBUYER ACKNOWLEDGEMENT

I, undersigned Mutual Help and Occupancy Agreement (MHOA) homebuyer, have read this "Homebuyer Acknowledgement" and understand the following conditions of the Te-Moak Housing Authority in approving the Sublease for my home located at:

I understand the following conditions for my Sublease:

1. I understand that I will continue to be responsible for all obligations under the MHOA during the sublease period.
2. I am solely responsible for managing the Sub-lessee's occupancy compliance with the MHOA.
3. I will return on _____, _____, from my temporary absence and will return to make my home my principal place of residence.
4. I understand that termination may result if I do not return to occupancy within the specified time or otherwise breach the Agreement either through personal action or through the action of their Sub-lessee.

I fully understand the above terms for Sublease.

MHOA Homebuyer

Date

TMHA Official

Date

SUBLEASE AGREEMENT

I, _____, hereinafter referred to as the "Sublessor", hereby enter into an agreement to sublease my residential home located at _____, Nevada, on this _____ day of _____, _____, to _____, hereinafter referred to as the "Sublessee".

It is understood by both parties entering into this Agreement the aforementioned premises is the property of the Te-Moak Tribe of Western Shoshone Housing Authority and all restrictions, requirements, and policies of the housing authority must be followed by both the Sublessor and the Sublessee. Failure to follow these restrictions, requirements, and policies can lead to the termination and eviction of the Sublessor, therefore making this Agreement null and void. The primary purpose of the Te-Moak Tribe of Western Shoshone Housing Authority is to provide safe, sanitary, and decent housing to low income Native Americans. Therefore any activity or behavior which is considered detrimental to a neighborhood in the Te-Moak Tribe of Western Shoshone Housing Authority shall be considered a violation of the Sublessor to be deliberate action to endanger the premises or a deliberate violation of the Sublessor's Mutual Help and Occupancy Agreement with the Te-Moak Housing Authority can lead to immediate termination of this Lease Agreement.

SECTION I Rental Charge

_____ (Sublessee) shall take possession of the premises on _____, day of _____.

A cleaning deposit of \$ _____ shall be paid to the Sublessor in addition to the first month's rental payment of \$ _____ on or before the date the Sublessee takes possession of the premises.

Each month to follow, on or before the _____ day of the month, the Sublessee shall pay to the Sublessor \$ _____ each month hereafter, until the _____ day of _____, _____, at which time this Sublease Agreement shall terminate and the Sublessee hereby agrees to vacate the premises, The monthly payment is to be paid as follows:

TO: _____
ADDRESS: _____

SECTION II
Cleaning Deposit

The cleaning deposit paid by the Sublessee shall be used by the Sublessor to pay for cleaning costs and/or repairs necessary to restore the unit to a safe, sanitary, and decent condition. Any balance of the cleaning deposit, which is not utilized, for cleaning and repairs shall be returned to the Sublessee within thirty (30) days from the expiration date of the Sublease Agreement.

SECTION III
Household Composition

The premises are to be occupied as a residential unit by the Sublessee and his/her immediate family members. Family composition is as follows:

Family Member's Name	Gender	Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any variations or additions to the listed family composition must be approved in advance by the Sublessor. A listing of the family composition is to be provided to the Te-Moak Housing Authority for their records by the Sublessor.

SECTION IV
Unit and Ground Inspection

At the time the Sublessee takes possession of the unit, the Sublessor and Sublessee shall inspect the unit and note the condition of the unit, necessary repairs, and all furnished accessories. All existing damages or maintenance requirements should be noted. The Sublessor and the Sublessee hereby agree that the _____ (Sublessor /Sublessee) will be responsible for the correction of the existing damages. Damages are to be corrected within sixty (60) days from the date the Sublessee takes possession of the unit.

The Sublessee shall make the unit available for the Sublessor to comply with the annual inspection required by the Te-Moak Housing Authority. In addition, the Sublessor may conduct regularly scheduled inspections to insure the Sublessee is maintaining the unit and surrounding ground in a satisfactory manner. The Sublessor may also conduct an emergency inspection if the Sublessor has reason to believe that the unit has been or is in the process of being misused or damaged.

If at the annual inspection the housing authority determines that there are repairs needed to the home or that the unit is not in compliance with the MHO Agreement, the Sublessor will be responsible for compliance requirements.

**SECTION V
Utilities**

The Sublessee is responsible for insuring that all utility accounts are paid and for the payment of all utility charges while during the duration of the sublease. Failure to maintain or pay the utility charges will be considered an act of endangerment to the unit and is grounds for termination and eviction.

**SECTION VI
Maintenance**

The Sublessor and the Sublessee hereby agree that routine maintenance and repairs shall be the responsibility of the (Sublessor /Sublessee). Routine maintenance includes, but is not limited to, annual flushing of the water heater, furnace cleaning and filter changing, caulking of bathtub and toilet areas, and woodstove pipe cleaning. The Sublessee shall be responsible for actual repairs or the cost of repairs, which are a result of negligence or misuse during occupancy of the unit.

**SECTION VII
Pet Conditions**

The Sublessee is permitted to have not more than _____ pets. The permitted pets are as follows:

1. _____
2. _____
3. _____

If a dog is to be kept on the premises it is subject to the Te-Moak Dog Ordinance (87-ORD-TM-05) requirements. In addition, dog(s) are to be leashed or contained at all times. An unrestrained dog is considered a nuisance and to be detrimental to the neighborhood.

**SECTION VIII
General Obligations**

The Sublessee agrees to the following conditions and provisions during the occupancy of the unit:

To not provide housing for boarders or lodgers.

To abide by ordinances established by the respective Band Council, in which the tenant resides for the benefit and well being of the community.

To keep the unit in a safe and sanitary condition.

To refrain from scattering rubbish.

To dispose of all garbage, rubbish, and other waste from the unit in a sanitary and safe manner.

To maintain and use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, cooking, refrigeration, and other similar facilities only for the purpose they were designed and in a reasonable manner.

To refrain from destroying, defacing, damaging, or removing any part of the unit.

To immediately repair damages to the unit, or to pay for the cost of repairs.

To behave in a manner which will not disturb neighbors and which is conducive to a decent, safe, and sanitary neighborhood.

To insure that family members and guests do not engage in any behaviors which would be considered detrimental to the neighborhood.

To refrain from illegal or other activities, which impair the physical or social environment of the project, including domestic violence.

To not make any repairs or alterations to the unit or to install any equipment without the prior consent of the Sublessor.

To not create, by act or omission, or permit to exist on the premise any condition which could cause risk to the health and/or safety of any person or which might cause damage to the unit.

To immediately report to the Sublessor any vandalism to the premises.

To avoid accumulation of excess or unsightly personal property on the grounds surrounding the unit.

To take all precautions to prevent fires. To avoid keeping gasoline, solvents, and other combustible materials or substance in the unit or on the surrounding grounds.

To insure the unit smoke detector is working and to test the detector at regular intervals.

To abide by community animal ordinances, and to comply with the conditions of the Pet Conditions as outline in this lease.

SECTION IX Abandonment of Property

Should the Sublessee be absent from the unit for a period of thirty (30) consecutive days and rent is owed, the Sublessor can claim the unit as abandoned and proceed with termination of the Lease Agreement. Should any of the Sublessee's personal property remain on the premises, the Sublessor may dispose it of.

SECTION X Termination of Lease Agreement

The Sublessor for any violation(s) of the Lease Agreement may terminate this Agreement. Violations include but are not limited to the following:

- Failure to pay the rental charge on or before the due date.
- Failure to adhere to the restrictions outlined in the Lease Agreement.
- Failure to use the unit exclusively as a residential dwelling.
- Additions to the Sublessee's family composition, without the express approval of the Sublessor.
- The disconnection of any utility account for non-payment.
- The destruction or defacing of any part of the unit.
- Failure to maintain the grounds surrounding the unit in a clean, safe, and sanitary condition.
- The accumulation of excess personal or unsightly personal property on the grounds surrounding the unit.
- Engaging in any illegal or other activity which impairs the physical or social environment, including domestic violence.
- The existence of any condition(s) on the premises which can result in risk to personal health or safety of any person or damage to the unit, which remains uncorrected within five (5) days from notification of such condition.
- Any violation(s) of the General Conditions as outlined in Section VII of this Lease Agreement.

SECTION XI
Notification of Termination

If the Sublessor should determine that the Sublessee has violated the Lease Agreement and selects to proceed with termination of the Lease Agreement, the Sublessor shall notify the Sublessee by certified letter the Lease Agreement is being terminated. The certified letter shall state the violation and provide the Sublessee with a period of not less than thirty (30) days to vacate the unit. If there is an outstanding balance at the time of termination resulting from unpaid rental charges or the cost of repairs necessary to restore the unit to its original condition, the Sublessor shall proceed to collect the balance owed as allowable by Tribal and State Law. Legal fees and other related costs incurred in the collection of this outstanding balance shall be charge to and required to be paid by the Sublessee.

On this _____ day of _____, _____,
_____ (Sublessee) entered in a Lease Agreement for the Te-Moak
Housing Authority, Project 16-_____, located at _____ in
_____, Nevada.

Sublessee _____ Date

Sublessor _____ Date

TE-MOAK TRIBE OF WESTERN SHOSHONE
HOUSING AUTHORITY

MEMORANDUM

Date: August 3, 2000
To: All In-house Staff Members
From: Paula Brady, Executive Director *Paula*
Subject: "Sublease Policy for Mutual Help Homebuyers of the Te-Moak Housing Authority"

Attached you will find the new "Sublease Policy For Mutual Help Homebuyers of the Te-Moak Housing Authority" adopted by Resolution 00-TMHA-25 on August 2, 2000. This will replace the policy titled "Sublease Policy".

All copies of the old "Sublease Policy" within the TMHA office shall be destroyed. There will be only one (1) copy held in the archives by Vicki.

The new "Sublease Policy for Mutual Help Homebuyers of the Te-Moak Housing Authority" shall not, in any way, be altered. The attached "Sublease Policy" shall be the only one copied. The original copy of the "Sublease Policy" will be kept by Vicki if any copies are needed from the original.

Please sign in the below space that you do understand this memorandum and will comply.

Janey 8/7/00

Janey Ake, Finance Date

Deborah 8/3/00

Deborah Mendez, RS Date

Maria 8/7/00

Maria Anderson, Finance Date

Dana

Dana Cassadore Date

Cheryl 03 Aug 00

Cheryl Mose, TRU Date

Wilbur 8-4-00

Wilbur Woods, Maint. Date

Alana 08/04/00

Alana Tsosie, RS Date

Vicki

Vicki Yellowhair, Sec. Date

Homebuyer Acknowledgement

I, the undersigned Mutual Help and Occupancy Agreement (MHOA) homebuyer, have read this "Homebuyer Acknowledgement" and understand the following conditions of the Te-Moak Housing Authority in approving the Sublease for my home located at:

I understand the following conditions for my Sublease:

1. I understand that I will continue to be responsible for all obligations under the MHOA during the sublease period.
2. I am solely responsible for managing the Sub-lessee's occupancy compliance with the MHOA.
3. I will return on _____, 20__ from my temporary absence and will return to make my home my principal place of residence.
4. I understand that termination may result if I do not return to occupancy within the specified time or otherwise breach the Agreement, either through personal action or through the action of their Sub-lessee.

I fully understand the above terms for Sublease.

MHOA Homebuyer

Date

TMHA Official

Date