

**SPIRIT LAKE HOUSING CORPORATION  
FORT TOTTEN, NORTH DAKOTA**

**DWELLING LEASE**

The Spirit Lake Housing Corporation (hereinafter called the Landlord) in consideration of the rental herein reserved and of the statements made by \_\_\_\_\_ (hereinafter called the Tenant) hereby leases to the Tenant, and the Tenant hereby leases and takes the premises designated as Unit No. \_\_\_\_\_ for the term beginning \_\_\_\_\_ and terminated at midnight \_\_\_\_\_ at a rental rate of \$ \_\_\_\_\_, per month for said term, payable in advance on the first of said term. This monthly rent payment is subject to adjustment as noted herein.

The Lease shall automatically be renewed for successive terms of one (1) month each at the rental rate of \_\_\_\_\_ (\$ \_\_\_\_\_) per month in accordance with established policies of the Landlord which are available upon request of the Tenant in the Management Office. Rent is due and payable on or before the first day of each calendar month and the Tenant agrees to pay the rent and any other charges at the Management Office when due.

Promptly upon completion of any review of income or family composition, the Landlord will execute a new lease or mail a written Rent Adjustment Notice to the Tenant. The Tenant agrees to accept the Rent Adjustment Notice as an amendment to the Lease.

**TENANT AGREES AND COVENANTS:** It is agreed and understood by Tenant the following:

(a) to submit to the Landlord when requested and at least once each year the Social Security Number of all members of the household: Proof of Citizenship (i.e., Birth Certificate, Baptismal Record, Enrollment Certificate, U.S. Passport, Naturalization Certificate, Certificate of Citizenship, or a Third Party Statement, etc.)

(b) to submit to the Landlord when requested and at least once each year a signed statement setting forth the facts as to be the income of the Tenant and his family, as well as family composition.

(c) to report to the Landlord immediately the following changes in family circumstances: 1) change of leases; 2) receipt of discontinuance of Public Assistance; 3) change of income which would increase or decrease the rent in accordance with the current approved rent schedule. That if it is determined at the time of reexamination at any time that the Tenant has failed to report a change in family composition which would increase rent, a retroactive charge based on the appropriate rent will be made from the first day of the month following last in which the change took place.

- (d) to not assign this lease; not sublet or transfer possession of the premises.
- (e) to transfer to another unit if the Landlord deems such transfer necessary or desirable.
- (f) to deposit \$\_\_\_\_\_ with the Landlord as a Security Deposit. This Security Deposit will be refunded if said dwelling is in good order and repair, reasonable wear and tear accepted.
- (g) to quit and surrender the premises at the termination of this lease and to pay for any property damages resulting from the Tenant's occupancy.
- (h) to accept the attached "RULES OF OCCUPANCY" as a part of this Lease and the Tenant and their household members shall comply with all rules and policies of Landlord regarding occupancy of the premises and participation in Landlord's low-income housing programs.
- (i) to not allow pets in the Low Rent Housing area, this includes dogs, cats, ponies, rabbits, and horses, etc.
- (j) that the leased premises shall be used only as a private dwelling and for no other purposes whatsoever.
- (j) that all the usual electric, gas, water, trash removal, and other utility fees shall be paid by Tenant.
- (k) that Tenant shall not make or cause to be made any changes, alterations, additions or attach any objects of permanence to portions of the building or do anything that might cause injury or damage to the leased premises without the written consent of Landlord.
- (l) that, pursuant to 25 U.S.C. 4137(6), Tenant, their household members, or any guest or other person under control of Tenant, shall refrain from behavior and/or actions that:
  - (i) threatens the health or safety of, or right to peaceful enjoyment of the premises by, other residents or employees of Landlord and/or management;
  - (ii) threatens the health or safety of, or right to peaceful enjoyment of their premises by persons residing in the immediate vicinity of the premises; or
  - (iii) is criminal activity (including drug-related criminal activity) on or off the premises.
- (m) that all personal property placed in or upon the leased premises, or in any storage rooms, shall be at the risk of the Tenant, or the parties owning same, and Landlord shall in no event be liable for the loss or damage of any such property.

- (n) That the tenants or other occupants fleeing to avoid prosecution, or custody or confinement after conviction, that is a felony under the laws of the place which the individual flees, or is violating a condition of probation or parole under the laws from which the probation or parole was imposed. Added on November 9, 2005.
- (o) That the tenant shall not allow any person(s) on their composition and guests of their units to discharge firearms within 100 feet of the Housing units or premises. (Police reported incidents or Police involvement of an incident would result in termination or their lease.) Added November 9, 2005.

**RIGHTS AND OBLIGATIONS OF LANDLORD:** Landlord shall have the following rights in addition to all other rights given by the law:

- (a) The right to enter the leased premises at all reasonable times for the purpose of inspecting the same.
- (b) Landlord shall maintain the premises in compliance with SLHC Policies and any applicable laws of the Spirit Lake Sioux Tribe. Provided that in so doing, Landlord may charge tenant for any damage to the leased premises caused by Tenant, members of the Tenant's household, guests, invitees, and others under Tenant's control. Failure by Tenant to pay such charges shall be grounds for termination of the Lease.
- (c) Landlord shall not be responsible or liable for any accident or damage to automobiles, persons, or any other equipment or persons upon the leased premises.
- (d) Insurance on the leased premises shall be paid by Landlord.
- (e) The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements hereto shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition but the same shall continue in full force and effect.

**TERMINATION OF LEASE:**

- (a) The Tenant may terminate the Lease on any day during the month by giving fifteen (15) days notice in writing. If the Tenant gives such notice, they shall be obligated to completely vacate the premises and return possession in good condition to the Landlord on or before the date of the termination.
- (b) Landlord may not terminate Tenant's tenancy during the term of this agreement except for (i) serious or repeated violation of the terms or conditions of the agreement, (ii) violation of any applicable Federal, State, Tribal, or local law, or (iii) other good cause.
- (c) Landlord shall give adequate written notice of termination to Tenant as required under the laws of the Spirit Lake Sioux Tribe.

(d) Any written notice of termination shall inform Tenant that they have the opportunity, prior to any hearing or trial, to examine any documents, records, or regulations that Landlord determines are relevant and directly related to the proposed termination or eviction.

(e) Notice of termination shall be delivered to Tenant at their last known address, by United States Mail, postage prepaid.

(f) In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.

I/We promise that only persons listed on the application will live in assigned Unit No. \_\_\_\_\_. I/WE ALSO ACKNOWLEDGE THAT ANY VIOLATION OF THE TERMS OF THIS LEASE SHALL BE CAUSE FOR IMMEDIATE EVICTION.

LEASE EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Tenant Spouse or other Adult Member  
of Tenant Household

\_\_\_\_\_  
Signature of Executive Director

\_\_\_\_\_  
In The Presence Of:

Attachment: SLHC Rules of Occupancy