

# **NORTHERN CHEYENNE TRIBAL** **HOUSING AUTHORITY**

These policies and procedures were adopted by the NCTHA Board of Commissioners by Resolution # 2 on November 6, 2002.

## **Homebuyer Sublease Policy**

### **Policy Statement**

The Board of Commissioners of the Northern Cheyenne Tribal Housing Authority (NCTHA) recognizes that participants in its Homeownership Programs may from time to time need to temporarily move from the Northern Cheyenne Reservation for various reasons. Homebuyer Program participants have entered into a MHOA or Homeownership Occupancy Agreement with the NCTHA, guaranteeing that they will occupy their home and make the required monthly payment to the NCTHA. If the homebuyer fails to use their home as a place to live, or fails to make their required monthly payments, the NCTHA has the right to terminate their MHOA or Homeownership Occupancy Agreement.

If the Homebuyer desires to temporarily move from the Northern Cheyenne Reservation, he/she can take the following action: Terminate their MHOA or Homeownership Occupancy Agreement with the NCTHA; or consider subleasing the unit to another eligible family.

### **1. Request to Sublease**

a. A written request must be made to the NCTHA Executive Director by the Homebuyer, requesting permission to sublease the unit. This must be done before the Homebuyer moves out of the unit. The proposed sublessee should be identified in the request, and must complete an NCTHA Application for Housing form, in order to determine eligibility. Also, the Homebuyer should state the period of time he/she expects to sublease the unit and the reason for temporarily moving from the Northern Cheyenne Reservation. Should the Homebuyer move out prior to receiving NCTHA approval of their sublease request, the NCTHA shall consider their unit as having been abandoned. In such cases, the NCTHA will terminate the MHOA/Homeownership Occupancy Agreement, based upon abandonment.

b. The Homebuyer may request to sublease their unit, only after they have occupied their home for at least one (1) year.

## **2. Approval**

- a. The NCTHA Executive Director may approve the sublease only if the homebuyer is temporarily moving from the Northern Cheyenne Reservation for employment; education; military or related service; family emergency; or treatment of health related conditions. The NCTHA reserves the right to require that the Homebuyer submit written documentation supporting their request for approval of sublease.
- b. The NCTHA may approve the request for sublease only if the proposed sublessee is eligible, in accordance with the NCTHA's Eligibility, Admissions and Occupancy Policy.
- c. Proposed sublessees who have a delinquent account with the NCTHA, or a documented history of prior NCTHA unit abuse, will not be approved by the NCTHA for sublease.

## **3. Term Of Sublease**

The Homebuyer may enter into a NCTHA approved Sublease for a maximum cumulative total of sixty (60) months of sublease during the term of the MHOA or Homeownership Occupancy Agreement. The minimum term for a Sublease Agreement is six (6) months; and the maximum term is one (1) year. Sublease Agreements may be renewed by executing a new Sublease Agreement with the written approval of the NCTHA.

## **4. Homebuyer Responsibilities**

- a. The Homebuyer will continue to be responsible for the unit during his/her temporary absence and shall be responsible for the actions of the sublessee, including but not limited to any delinquent accounts (rent, utilities) which accrue; and unit abuse which occurs.
- b. Before being given permission to sublease a unit, the homebuyer must not have any accounts receivable with the NCTHA.

## **5. Sublease Payment**

- a. The required monthly sublease payment to the NCTHA shall be calculated using the Homebuyer's income. Any amount over and above the Administrative Charge shall be credited to the equity accounts of the Homebuyer. Provided that the minimum monthly sublease payment must be at least the Administrative Charge, even in cases where the Homebuyer's payment is less than such minimum.

b. All payments made under the sublease are to be paid directly to the NCTHA and applied to the Homebuyer's account. Under no circumstances may a Homebuyer charge a sublessee any additional rent or charges; or directly collect any compensation whatsoever, from the sublessee. The direct collection by the Homebuyer of any payments or compensation, shall void the sublease and the unit shall be considered abandoned. In such cases, the NCTHA will terminate the MHOA or Homeownership Occupancy Agreement for abandonment, in accordance with its policies and procedures, and reassign the unit.

## **6. Utilities**

a. Utilities must be current and must be transferred into sublessee's name prior to move-in.

## **7. Unit Must Be Free From Any Hazardous Condition**

In order for the Homebuyer to obtain NCTHA approval of a request for sublease, the unit must be free from any obviously hazardous, unsafe or unhealthy condition; and must be reasonably clean, sound, and secure. The Homebuyer must allow NCTHA to inspect their unit in order to determine whether it is eligible for sublease. Such right of inspection does not create any liability by the NCTHA to the sublessee, homebuyer, or any other person.

## **8. Inspections**

During the term of the sublease, the NCTHA shall have the right to inspect the unit/premises, provided that the NCTHA give the sublessee at least 24-hours written notice of such inspection.

## **9. Sublease Agreement**

a. The Homebuyer and the sublessee shall both sign the Sublease Agreement form attached as an addendum to this policy. The NCTHA is **not** a party to the Sublease Agreement and shall have no legal relationship with the sublessee. All rights, obligations and interests pursuant to the Sublease Agreement are only enforceable by the Homebuyer and the sublessee.

b. The Sublease Agreement is only effective provided that the Homebuyer's MHOA or Homeownership Occupancy Agreement is in effect. In the event that the NCTHA terminates the Homebuyer's MHOA or Homeownership Occupancy Agreement, any right of the Homebuyer to sublease the unit shall likewise terminate; and any Sublease Agreement shall become null and void.

c. The original signed Sublease Agreement shall be kept in the homebuyer's file during the term of the sublease and copies of the Sublease Agreement shall be given to the Homebuyer and sublessee.

# **NORTHERN CHEYENNE TRIBAL HOUSING AUTHORITY (NCTHA)**

## **SUBLEASE AGREEMENT**

(HOMEBUYER), hereinafter called the lessor, agrees to temporarily sublease his/her Mutual Help Program unit to (SUBLESSEE), hereinafter called the sublessee, in accordance with the Sublease Policy adopted by the Northern Cheyenne Tribal Housing Authority (NCTHA).

The unit will be leased for \_\_\_ months starting on \_\_\_\_\_, \_\_\_\_\_ and may be renewed at the request of the lessor with the approval of the NCTHA. The unit is identified as Project No. - MT- 12- \_\_\_\_\_, unit # \_\_\_\_\_.

The **lessor** agrees to be responsible for the actions of the sublessee in accordance with the Mutual Help and Occupancy Agreement, or Homeownership Occupancy Agreement, between the lessor and the NCTHA. The lessor also agrees to continue to make monthly payments to the NCTHA in compliance with the Mutual Help and Occupancy Agreement, or Homeownership Occupancy Agreement, and the NCTHA Eligibility, Admissions & Occupancy Policy.

The **sublessee** agrees to:

1. Abide by the policies established by the NCTHA, including the Rules of Occupancy.
2. Make all sublease payments directly to the NCTHA, on or before the 3<sup>rd</sup> day of each month.
3. Be responsible for all of the utility payments.
4. Use the unit solely to provide housing for immediate members of the family.
5. Permit the NCTHA to inspect the unit upon written request, with at least 24-hours notice.
6. Maintain and repair the unit in accordance with the lessor's Mutual Help and Occupancy Agreement, or Homeownership Occupancy Agreement, with the NCTHA.
7. Do no construction, remodeling, or structural changes of any kind without the consent of the LESSOR in writing; PROVIDED THAT the LESSOR first obtain written permission from the NCTHA for any such changes, prior to such changes being made.
8. Pay to the NCTHA a \$200.00 Security Deposit and the first month's rent, prior to moving in.
9. Vacate the unit upon the expiration of the Sublease, unless the Sublease is renewed.

10. Maintain the unit/premises in as good a condition as he/she receives them at the beginning of the sublease.

**TERMINATION OF SUBLEASE FOR NONPAYMENT OR OTHER VIOLATION**

The lessor and sublessee shall have the sole right to enforce the terms and conditions of this Sublease Agreement, in the event of a violation by either party. The lessor has the right to enforce the termination of Sublease by utilizing the Northern Cheyenne Tribal Eviction Ordinance or such other legal remedy for forcing the removal of a terminated sublessee from the premises, available under Tribal Law.

Additionally, the sublessee is liable to the lessor for all unpaid rent payments, unpaid utility bills and all damages to the unit which may accrue during the term of the sublease. Provided, that sublessee's liability under this section does not relieve the lessor from any liability or responsibility owed to the NCTHA, including but not limited to such unpaid rents, delinquent utility bills, and damages to the unit.

**NCTHA IS NOT A PARTY TO THIS AGREEMENT**

The lessor and the sublessee specifically stipulate that this Sublease Agreement is solely between them; and that the NCTHA is not a party to this Agreement. The lessor and sublessee agree to indemnify and hold the NCTHA harmless for any loss, liability or claim which the NCTHA may voluntarily or involuntarily incur.

The following parties agree to the Sublease:

**Lessor(s):**

\_\_\_\_\_  
Signature of Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Lessor

\_\_\_\_\_  
Date

**Sublessee(s):**

\_\_\_\_\_  
Signature of Sublessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Sublessee

\_\_\_\_\_  
Date

**PASSED, ADOPTED, AND APPROVED** by the Northern Cheyenne Tribal Housing Authority Board of Commissioners this 5th day of November, 2003.

Wilbur Spang  
Wilbur Spang, Chairman of the Board

11-6-03  
Date

**CERTIFICATION**

I, Palmeda Fisher, hereby certify that the foregoing Resolution was approved and adopted by the Northern Cheyenne Tribal Housing Authority Board of Commissioners at their Regular Meeting, duly called and convened with 4 Commissioners present, on November 5, 2003, with 4 votes in favor, 0 votes against, and 0 votes abstaining.

Palmeda Fisher  
ATTEST: Palmeda Fisher, Recorder

11-6-03  
Date