# FIRST DISTRICT MENTAL HEALTH COURT

## TRANSITIONAL HOUSING AGREEMENT

The following agreement is relative to housing resources provided specifically in support of the First District Mental Health Court (MHC) program, the conditions of which constitute a requirement of the program so long as the program participant, hereafter referred to as "RESIDENT" occupies the property. The RESIDENT by signature below understands and agrees to the conditions of mental health court housing support, as follows:

### **TRANSITIONAL HOUSING:**

Rental properties provided in support of the MHC program are considered transitional housing resources, meaning that such properties are not to be construed as any individual's permanent residence. The primary function of any housing utilized specifically for MHC participants is to provide a period of support to help program participants regain community tenure, transition toward community re-integration, and work toward mental health recovery. MHC transitional housing resources are only available to qualified MHC participants and are not open to community residents in general and are not considered traditional homeless resources.

#### **TERM OF AGREEMENT**:

The term of this transitional housing agreement shall be for a period not to exceed 180 days. The agreement must be renewed if to continue beyond 180 days, unless the agreement is vacated by either the MHC or RESIDENT prior to the end of the term of agreement. The MHC and RESIDENT shall be free to vacate this agreement with 10 days written notice. Under the terms of this agreement, absence from the premises due to acute hospitalization, or incarceration does not automatically vacate the agreement.

#### RENT:

- RESIDENT is responsible for the entire amount of transitional housing rental costs, unless
  otherwise waived or subsidized through Bear River Association of Governments or other
  private/public entity.
- When more than one resident occupies the property, rental costs will be shared equally.

#### **UTILITIES**:

Payment for utilities is the responsibility of the RESIDENT. When more than one resident occupies the property, utility costs will be shared equally.

### PROPERTY DAMAGE

- Costs of repairs of property damage are the responsibility of the RESIDENT.
- Intentional damage to the housing unit may result in eviction as well as court sanction up to and including termination from the mental health court program.

## **GENERAL RULES**

- Visiting by other mental health court participants, or justice-involved individuals (i.e., individuals on probation or in criminal justice system) is not permitted in the housing unit.
- Approved visitors must adhere to any court established curfew hours and are not permitted to stay overnight.
- The housing unit does not accommodate pets.
- The housing unit may be randomly monitored at anytime by AP&P, BRMH, and/or other mental health court personnel without notice.
- A housing inspection will be conducted on a weekly basis. All areas of the housing unit are subject to inspection.
- Bedrooms in the housing unit are private and not public or common areas. RESIDENT will not enter another resident's private space without consent.

#### FOOD/COMMODITIES

- Personal food items must be stored separately and labeled with the residents' name.
- Use of another resident's personal food items or other commodities without consent is prohibited.

## **RESIDENT CONDUCT**

• RESIDENT is only permitted to smoke outside the housing unit or as otherwise specified in the property owner's lease/rental agreement.

- RESIDENT must maintain sobriety in the housing unit and on the premises at all times in order to continue residence in the housing unit as well as participation in the MHC program.
- Alcohol, illegal drugs, pornographic material, weapons, or any other items determined to be harmful or inappropriate by the mental health court are prohibited from the housing unit.
- RESIDENT is to remain fully and modestly clothed when in common areas of the housing unit.
- RESIDENT is responsible for personal care and hygiene including: bathing, grooming, oral hygiene, laundry, house cleaning, etc.
- RESIDENT must actively participate in their individual treatment plan, including medication treatment (if applicable), in order to maintain eligibility for transitional housing support.
- Borrowing among residents is not encouraged. Residents who engage in borrowing (money, cigarettes, food, etc.) will be responsible to personally work out any resulting difficulties.
- RESIDENT must exercise courtesy and respect for other residents at all times and refrain from
  vulgarity, obscenity, destruction of property, as well as threatening or violent behavior. In
  situations of violence, law enforcement and will be called, which will result in a loss of
  residence.

Resident Signature	Date
Witness	