



BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Motion:

I move to approve accepting the change in Prudence Hemming's condition as reason to remain in her Community Housing unit.

Reasons for Recommendation:

- The impacts of market rate development on community housing is controversial. Limited local, current data is a significant gap in community education and stakeholder decision making.
- Regional coordination around housing continues to be a challenge while also a top priority. Stakeholder engagement around this nexus study is a bounded, narrow opportunity to further rapport, improve communication and collaboration.

Policy Analysis and Background (non-consent items only):

GOAL 5: STEWARD/PRESERVE + EXPAND PORTFOLIO OF DEED RESTRICTED HOMES

On August 9, 2023, the BCHA Board of Commissioners reviewed an exception request by Prue Hemmings to rent her unit while she went to a warmer climate for the winter. At that time, she provided a Doctor's letter as evidence of a health condition that required this relocation each winter. The Board conditionally approved that request. Those conditions are as follows:

1. Owner must voluntarily work with BCHA next summer to sell her unit to a Qualified Owner with an appropriate household size, from BCHA's waitlist, unless her circumstances or condition have changed.
2. We will need a copy of the executed lease agreement. (No initial lease term may be for fewer than 90 days and no more than 1 year. The lease is non-renewable.)
3. The owner must provide the tenant with the HOA rules. The owner is responsible for enforcement of the HOA rules.

In addition to the above, Section 4., E. outlines long-term rental options for owners of community housing. Ms. Hemmings followed each of those requirements except 4.E.3.(b), in that she did not provide 30 days' notice to the Qualified Tenant prior to the conclusion of the lease.

During that Board discussion last August, there was also concern that Ms. Hemmings owned another home in the United Kingdom, something she disclosed to Housing Director Carissa Connelly over the phone. On March 6th, Ms. Hemmings stated via email that she does not own another home. BCHA’s compliance consultant searched for evidence of ownership in the U.K. and was unable to find anything, which is inconclusive of whether she does or doesn’t own a home there.

The primary condition for Board review right now is whether to accept that her changed “circumstances or condition” validate remaining in the unit. Attached is a new letter from her local doctor on April 2nd, which states “Prudence Hemming’s condition has changed and she is able to live here in Blaine County.” Staff recommend accepting that she has now met the conditional approval.

UPDATE APRIL 9, 2024:

On April 8, 2024, Prue Hemmings emailed BCHA with a list of absences over the last twelve years. Four times she was absent more than three months any calendar year. From the limited information provided, staff believe that three of those four times she would have received an exception request – had she applied for one. The fourth instance was last year, with 12 weeks in Baja and 2 weeks on vacation. The outline of such absences are attached.

Ms. Hemmings and family members will be present at the Board meeting on April 10. If the Board wishes to ask Ms. Hemmings question’s directly, any member of the Board can pull the item from the consent agenda.

Attachments:

1. Resolution 2024-10
2. UPDATE APRIL 9: Correspondence from Prue Hemmings on absences
3. Doctor's Letter, April 2, 2024
4. Staff Report, Hemmings Exception, August 9, 2023

RESOLUTION No. 2024-10

BEFORE THE BOARD OF COMMISSIONERS
OF THE BLAINE COUNTY HOUSING AUTHORITY
BLAINE COUNTY, IDAHO

A RESOLUTION OF THE BLAINE COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS TO
APPROVE PRUE HEMMINGS REMAINING IN HER COMMUNITY HOUSING UNIT, 2024

WHEREAS, the BCHA Strategic Plan, 2022, includes the goal to steward/preserve + expand the portfolio of deed restricted homes and one action in the 2024 Action Plan is to continue compliance review of existing deed restricted units; and

WHEREAS, the BCHA Board conditionally approved her exception request for leaving for the 2023-2024 winter and that she would sell her unit Summer 2024 unless her condition changed; and

WHEREAS, Ms. Hemmings has demonstrated that she is now able to comply with the deed restriction and BCHA’s Community Housing Guidelines, in that she will reside in her unit for at least 9 of every 12 months; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Blaine County Housing Authority, Blaine County, Idaho, as follows:

The Blaine County Housing Authority Board of Commissioners approves that Prudence Hemmings is currently in compliance and can remain in her unit.

DATED this ____ day of _____, 2024

ATTEST:

BLAINE COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

Executive Director

Chair

UPDATE APRIL 9, 2024: CORRESPONDENCE FROM PRUE HEMMING

3 weeks: Jun 3rd-22nd 2012 Family Wedding

5 weeks: 5th Nov - 12th Dec 2012: Retreat/ vacation

2 weeks: May 15th - 31st 2013:
West coast Family wedding

4 weeks: July 21-August 19th 2013: Family gathering London

2 weeks: March 3-14 2014: Vacation

1 week: Jun 4-10 2014: Funeral

2 weeks: 1st-14th April 2015: Vacation

1. 14 WEEKS ABSENT (3.5 months)

- 3 weeks: 4th-18th September 2015:
 - Oregon: Son's wedding & Drs visits OHSU
- 5 weeks: 22nd September-29th October 2015: Vacation
- 6 weeks: 1st Feb- March 4th 2016: Helping daughter with new baby & Drs Visits OHSU

4 weeks: Feb 28th thru March 29th 2017: Portland/Drs Visits OHSU/ Daughter & Granddaughter

2 1/2 weeks: Jan 12th-28th 2018:
70th bd vacation with whole family

3 weeks: 22nd April/14th May 2018: Portland: Babysitting granddaughter

1 week: Oct 1st - 5th 2018: Fishing Salmon River

1 week: Oct 21st-28th 2018: Boise helping son move

2. 22 WEEKS ABSENT (5.5 months)

- 6 weeks: End of July/August/September 2019: Vacation/sick friend: London
- 6 weeks: Thanksgiving Nov/Dec 2019: Helping brother: Houston Texas
- 10 weeks: Jan/Feb/Mar 2020: Helping brother: Texas

*****15th March- 20th June 2020: Covid exile in Texas

3. 17 WEEKS ABSENT (4+ months)

- 2 weeks: Nov 2020: Drs Visit U of Utah

- 12 weeks: Jan/Feb/ March/2021: Baja California
- 1 week: April 2021 Drs Visits U of Utah
- 2 weeks: April 28th 2021: Vacation

4. 13 WEEKS ABSENT (3+ months)

- 2 weeks: Sept 2022: Vacation/ Drs visits U of Utah
- 3 weeks: May 2023: Oregon: Visit sons
- 4 weeks: June/July 2023: Drs Visits U of Utah/ staying with daughter
- 4 weeks: July/Aug 2023: Drive to & from East Coast

1 week: Oct 2023: Drs Visits U of Utah

*****6 months: BCOHA permission: Sept 15th '23 thru March '24: Savannah GA



St. Luke's Clinic - Family Medicine: Ketchum
100 HOSPITAL DR STE 109/201
KETCHUM ID 83340-9998
Phone: 208-727-8811
Fax: 208-622-6921

April 2, 2024


RE:
Prudence Jane Hemmings
110 Lindsay Circle Unit 2b
Po Box 5836
Ketchum ID 83340

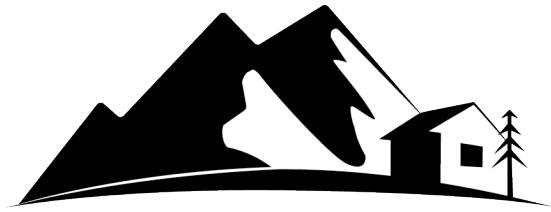
To the Blaine County Housing Authority,

Prudence Hemmings's condition has changed and she is able to live here in Blaine County.

If you have any questions or concerns, please don't hesitate to call.

Sincerely,


Tracey L. Busby, MD



BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Motion:

"I move to conditionally approve Prudence Hemming's Exception Request"

Reasons for Recommendation:

- The owner's condition means that she would need to rent out her unit every year, which does not align with the program policies for an ownership unit – restricting rental to one year.
- Ms. Hemming's stated the intent to sell the unit next year.

Policy Analysis and Background (non-consent items only):

Staff are bringing this to the board due to the unique nature of the rental request, in that the owner intends to make the request annually. The owner states that she has a medical condition which requires her to be in a warmer climate over the winter. In 2021 she made a similar request (attached) which – as far as staff remembers and can determine from documentation – was not approved due to missing documentation.

Ms. Hemming's desire and capacity to live elsewhere raises the question of her need to own a community home. The intent of the program is to provide stable house people who live and/or work in the community. Through communications it became clear she is a frequent traveler with alternative housing options. Prudence confirmed that she intends to sell the unit next year and move to the U.K..

This unit is intended for ownership and based on updated policies, open to rental to a qualified tenant for three months to one year:

- "The leave of absence may be for up to one year. (Section 4.E.2)" and
- "No initial lease term may be for fewer than 90 days and no more than 1 year. The lease is non-renewable. (Section 4.E.3.c)."

In addition, "any lease longer than one year in duration must include a reasonable buy-out provision for the tenant. (Notice of Intent to Rent)"

Prudence is requesting an exception to the above policies. For an exception to be applied, Prudence needs to demonstrate that the circumstances constitute "an undue hardship or burden which are the basis for the

Exception request. (Section 8.A.)” If the owner’s medical condition is confirmed, Staff support granting the request for one year but no more – given the owner’s circumstances, intent, and the aim of the program.

Prudence has identified a potential tenant who is qualified, however the household size is smaller than is recommended for a two-bedroom with one person in the household. The deed restriction states “Owner shall then, in accordance with the Guidelines, offer the Property for rent ...to any Qualified Occupant. (3.6)” The Guidelines do not contradict this. So, under the existing restriction and policies, the owner is able to specify the renter. Looking forward, there are Category 6 ownership applicants on the waitlist whose household size falls within the recommended number of occupants (two to four).

Since this request will be annual given the owner’s need to be in a warmer climate for six months a year, staff recommend approving the rental with the following condition:

1. Owner must voluntarily work with BCHA next summer to sell her unit to a Qualified Owner with an appropriate household size, from BCHA’s waitlist, unless her circumstances or condition have changed.

Attachments:

1. Prudence Hemming’s Exception Request, July 31, 2023 and November 29, 2021
2. Letter from doctor confirming medical need, August 3, 2023
3. Prudence Hemming’s Notice of Intent to Rent, July 29, 2023
4. Prudence Hemming’s Notice of Intent to Rent, November 29, 2021

Monday, July 31, 2023

Request for BCHA exception

Property owner Name: Prudence J Hemmings
Community Housing address: 110 Lindsay Circle, 2B, Ketchum, ID 83340

I am requesting an exception to the BCHA guidelines for owners of community housing units, as I have developed __ (a medical condition)--and my doctors have advised me to be in a warmer climate than Idaho, during the winter months of 2023/24. I have asked my doctors to send you confirmation of my condition and the need for this exception.

If granted this exception by the BCHA board, I plan to rent my apartment for 6 months, from the 13th September 2023 to 13th March 2024.

I have a potential renter, Bridget Cimino, who is on BCHA's list for housing, and who is willing to rent the apartment, fully furnished, for the 6 months specified above.

My costs monthly for the apartment are as follows:

Cost of Mortgage:	1023.19
Cost of HOA dues:	146.85
Cost of insurance:	85.00
Taxes:	94.00
Utilities: Elec:	110.00. (that will be paid by PJ Hemmings)
Wifi:	100.00. (that will be paid by PJ Hemmings)

Total housing cost:\$. 1559.00

I will complete a notice of intent to rent community housing and email it to BCHA.

Yours sincerely

Prudence J Hemmings

To: Blaine County Housing Authority.
Attn: Ann Sandefer.

11/29/2021.

Dear Sirs,

I am requesting permission to rent my community housing unit for three months in 2022, from January thru March. I am requesting this permission because I have an

been advised to spend the worst winter months somewhere warm. I am therefore planning to be away from Ketchikan for three months and hope you will allow me to try to rent my apartment during that time, as I will be having to pay to live elsewhere and cannot afford to be paying for two living spaces!

Yours sincerely

Pam Hemmings

ENC:



August 3, 2023

Prudence Hemmings
Po Box 5836
Ketchum ID 83340-5836

To whom it may concern:

Prudence is a patient of mine in the ___(medical branch)___ and I am writing this letter on her behalf. Due to Prudence's _____(condition)___ I recommend that she spend winter seasons in warmer weather and at sea level.

Please feel free to contact my office at 801-585-3882 if I can be of further assistance in this matter.

Sincerely,

Electronically signed by
Mary Beth Scholand, MD

(208) 788 6102



BLAINE COUNTY HOUSING AUTHORITY

Notice of Intent to Rent Community Housing and Rental Pricing Agreement (Rental by a Community Homeowner)

- 1. Property Owner(s) Name: PRUDENCE J HEMMING
- 2. Community Housing Address: 110 LINDSAY CIRCLE 2B KETCHUM ID. 83340

3. The Owner understands that The Blaine County Housing Authority (hereinafter "Housing Authority") is not acting as a real estate broker in the rental of the subject Community Housing. The Housing Authority represents neither the Owner nor the tenant and is acting solely in the interest of the Housing Authority in furtherance of the goals expressed in the Housing Guidelines and in accordance with the Deed Covenant on the Community Housing which Owner has executed in conjunction with the rental of the Community Housing. The Owner is encouraged to seek the advice of competent professionals to represent the Owner's interests.

4. The Owner hereby requests the Housing Authority to approve the rental of the Community Home referenced above as allowed in Section 4(E) Long-Term Rental Options for Owners of Community Housing or Section 5(E)(9)&(10) Additional Information Related to the Sale of Community Housing by a Community Homeowner and in conformity with the requirements thereto.

5. The Owner will identify a potential Qualified Occupant to be qualified by the Housing Authority. If the candidate is successfully qualified by the Housing Authority, the Owner and Qualified Occupant shall enter into a lease agreement pursuant to the terms set forth in the Deed Covenant on the Community Home, or if there are no such provisions, upon terms approved by the Housing Authority. Owner shall respond to a reasonable request for information regarding the negotiations with tenants and shall provide the Housing Authority with copies legal documentation upon execution.

6. The Rental Rate charged shall be approved by BCHA and shall be within the published monthly affordability for the Income Category enumerated on the Deed Covenant and in no event may exceed the published Affordability of Income Category 6.

7. If an Income Category is not enumerated in the Deed Covenant, the rent shall be established at a rate that is no greater than the "Owner's Cost". "Owner's Cost" shall include the monthly mortgage principal and interest payment, plus condominium/homeowner's association fees, plus utilities remaining in owner's name, plus property taxes and insurance prorated on a monthly basis, plus \$20 per month.

8. Owner certifies to the Housing Authority the Housing Costs borne by the Owner as represented by the amounts set forth below:

Cost of Mortgage	\$ 1023.19	pa
Cost of HOA Dues	\$ 146.85	pa
Cost of Insurance	\$ 85.00	pa
Taxes (if not included in mortgage)	\$ 94.00	
Utilities (that will be paid by owner)	\$ 110.00	(est)
Other ownership costs	\$ 100.00	
Total Housing Costs	\$ 1659.04	

~~100.00~~ (est) ~~100.00~~ + \$100

Note: Owner shall provide documentation to BCHA to verify the costs listed above. The deed covenant does not allow a community homeowner to rent their unit in an amount greater than the cost of ownership regardless of rental rates in the Guidelines.

9. The Community Home shall be rented in accordance with the Guidelines during the authorized period so long as other Deed Covenants covering the Home permit the rental. Any prospective Tenant must be qualified by BCHA prior to execution of a lease. A lease shall contain the following provisions:
- (a) Any lease longer than one (1) year in duration must include a reasonable buy out provision for the Tenant;
 - (b) Should the owner decide to re-occupy the home again as the owner's primary residence, then the owner shall give the Tenant a minimum of ninety (90) days' notice prior to the conclusion of any lease or lease extension, including leases on a "month to month" term;
 - (c) No initial lease term may be for fewer than four (4) months: **(3 MONTHS)**
 - (d) BCHA shall annually re-certify the Tenant as outlined in Section 3(C)&(D).
10. If Owner has chosen to utilize the services of a licensed real estate broker, Owner shall within 3 business days of execution of this Agreement, provide Housing Authority with a copy of the executed listing agreement (on forms approved by the Idaho Real Estate Commission) and a letter from said broker acknowledging that broker has reviewed and understands the restrictions placed on the rental of the Community Housing by the Housing Guidelines and the Deed Restriction. Any fees paid to such broker are the sole responsibility of Owner and shall not increase the monthly rent of the Home nor reduce the Administration Fee due to the Housing Authority.
11. Owner, by Owner's signature below, represents and warrants to Housing Authority that Owner will in good faith do and perform all actions and execute all agreements necessary to consummate the rental of the referenced Community Housing, at no more than the Net Rent Rental Rates noted above, to a tenant qualified in accordance with the Housing Guidelines and the Deed Covenant on the property. Owner and Housing Authority hereby agree to use the form of lease set forth in **Exhibit "A"** attached hereto.
12. If Owner has chosen not to utilize the services of a licensed real estate broker, the Owner and Housing Authority acknowledge and agree that this Agreement will take the place of the "listing agreement on forms approved by the Idaho Real Estate Commission" if such form is referenced by the Deed Covenant on the subject property.
13. Name of Owner's Real Estate Brokerage and Agent:

-OR- Owner's initials below indicate that Owner has chosen not to utilize the services of a real estate broker in this transaction and will market the property directly to potential tenants selected in accordance with the Housing Guidelines and Deed Restriction.

PH
Owner's Initials

Owner's Initials

14. This Agreement shall expire upon the earlier of: (a) 180 days from mutual execution of this Agreement, or (b) the date of execution of the final approved lease for the rental.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. THE OWNER IS ADVISED TO SEEK THE ADVICE OF AN ATTORNEY BEFORE EXECUTING THIS AGREEMENT.

Owner: PRUDENCE J HEMMINGS

Housing Authority:
BLAINE COUNTY HOUSING AUTHORITY

By: P.J.H. p

By: _____
Executive Director, BCHA

Date: 7/29/23

Date: _____



BLAINE COUNTY HOUSING AUTHORITY

Notice of Intent to Rent Community Housing and Rental Pricing Agreement *(Rental by a Community Homeowner)*

- Property Owner(s) Name: PRUDENCE J HEMMINGS
- Community Housing Address: 110 LINDSAY CIRCLE 2B, KETCHUM ID. 83340
- The Owner understands that The Blaine County Housing Authority (hereinafter "Housing Authority") is not acting as a real estate broker in the rental of the subject Community Housing. The Housing Authority represents neither the Owner nor the tenant and is acting solely in the interest of the Housing Authority in furtherance of the goals expressed in the Housing Guidelines and in accordance with the Deed Covenant on the Community Housing which Owner has executed in conjunction with the rental of the Community Housing. The Owner is encouraged to seek the advice of competent professionals to represent the Owner's interests.**
- The Owner hereby requests the Housing Authority to approve the rental of the Community Home referenced above as allowed in Section 4(E) Long-Term Rental Options for Owners of Community Housing or Section 5(E)(9) & (10) Additional Information Related to the Sale of Community Housing by a Community Homeowner and in conformity with the requirements thereto.
- The Owner will identify a potential Qualified Occupant to be qualified by the Housing Authority. If the candidate is successfully qualified by the Housing Authority, the Owner and Qualified Occupant shall enter into a lease agreement pursuant to the terms set forth in the Deed Covenant on the Community Home, or if there are no such provisions, upon terms approved by the Housing Authority. Owner shall respond to a reasonable request for information regarding the negotiations with tenants and shall provide the Housing Authority with copies legal documentation upon execution.
- The Rental Rate charged shall be approved by BCHA and shall be within the published monthly affordability for the Income Category enumerated on the Deed Covenant and in no event may exceed the published Affordability of Income Category 6.
- If an Income Category is not enumerated in the Deed Covenant, the rent shall be established at a rate that is no greater than the "Owner's Cost". "Owner's Cost" shall include the monthly mortgage principal and interest payment, plus condominium/homeowner's association fees, plus utilities remaining in owner's name, plus property taxes and insurance prorated on a monthly basis, plus \$20 per month.
- Owner certifies to the Housing Authority the Housing Costs borne by the Owner as represented by the amounts set forth below:

Cost of Mortgage	\$	1023.19
Cost of HOA Dues	\$	146.85
Cost of Insurance	\$	85.00
Taxes (if not included in mortgage)	\$	94.00
Utilities (that will be paid by owner)	\$	100.00
Other ownership costs	\$	200.00
Total Housing Costs	\$	1659.04

Cat. 6

Cleaning Carpets
w/ f: \$100.99

Note: Owner shall provide documentation to BCHA to verify the costs listed above. The deed covenant does not allow a community homeowner to rent their unit in an amount greater than the cost of ownership regardless of rental rates in the Guidelines.

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 - (a) Any lease longer than one (1) year in duration must include a reasonable buy out provision for the Tenant;
 - (b) Should the owner decide to re-occupy the home again as the owner's primary residence, then the owner shall give the Tenant a minimum of ninety (90) days' notice prior to the conclusion of any lease or lease extension, including leases on a "month to month" term;
 - (c) No initial lease term may be for fewer than four (4) months;
 - (d) BCHA shall annually re-certify the Tenant as outlined in Section 3(C)&(D).
10. If Owner has chosen to utilize the services of a licensed real estate broker, Owner shall within 3 business days of execution of this Agreement, provide Housing Authority with a copy of the executed listing agreement (on forms approved by the Idaho Real Estate Commission) and a letter from said broker acknowledging that broker has reviewed and understands the restrictions placed on the rental of the Community Housing by the Housing Guidelines and the Deed Restriction. Any fees paid to such broker are the sole responsibility of Owner and shall not increase the monthly rent of the Home nor reduce the Administration Fee due to the Housing Authority.
11. Owner, by Owner's signature below, represents and warrants to Housing Authority that Owner will in good faith do and perform all actions and execute all agreements necessary to consummate the rental of the referenced Community Housing, at no more than the Net Rent Rental Rates noted above, to a tenant qualified in accordance with the Housing Guidelines and the Deed Covenant on the property. Owner and Housing Authority hereby agree to use the form of lease set forth in **Exhibit "A"** attached hereto.
12. If Owner has chosen not to utilize the services of a licensed real estate broker, the Owner and Housing Authority acknowledge and agree that this Agreement will take the place of the "listing agreement on forms approved by the Idaho Real Estate Commission" if such form is referenced by the Deed Covenant on the subject property.
13. Name of Owner's Real Estate Brokerage and Agent:

-OR- Owner's initials below indicate that Owner has chosen not to utilize the services of a real estate broker in this transaction and will market the property directly to potential tenants selected in accordance with the Housing Guidelines and Deed Restriction.


Owner's Initials

Owner's Initials

14. This Agreement shall expire upon the earlier of: (a) 180 days from mutual execution of this Agreement, or (b) the date of execution of the final approved lease for the rental.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. THE OWNER IS ADVISED TO SEEK THE ADVICE OF AN ATTORNEY BEFORE EXECUTING THIS AGREEMENT.

Owner:

PRUDENCE J HEMMINGS

Housing Authority:

BLAINE COUNTY HOUSING AUTHORITY

By: 

By: _____
Executive Director, BCHA

Date: 11/29/21

Date: _____



JOHN DAVID DAVIDSON
 BLAINE COUNTY TREASURER/TAX COLLECTOR
 219 FIRST AVENUE SOUTH, SUITE 102
 HAILEY, ID 83333
 Phone: 208-788-5530 Fax: 208-788-5534

Treasurer Information for Parcel Number: RPK094600002B0

For More Information Please Contact the Treasurer at 208-788-5530

If delinquent, contact Treasurer for amount due.

Year	Base Amount Taxes	1st Half Status	2nd Half Status
2021	\$842.02	Due December 20th	Due June 20th
2020	\$1,137.00	Paid Current	Paid Current
2019	\$1,059.98	Paid Current	Paid Current
2018	\$990.50	Paid Current	Paid Current
2017	\$1,023.82	Paid Current	Paid Current
2016	\$1,067.88	Paid Current	Paid Current
2015	\$1,130.58	Paid Current	Paid Current
2014	\$1,244.58	Paid Current	Paid Current
2013	\$1,310.82	Paid Current	Paid Current
2012	\$1,210.20	Paid Delinquent	Paid Current
2011	\$1,068.04	Paid Delinquent	Paid Current
2010	\$909.86	Paid Current	Paid Current
2009	\$104.28	Paid Current	Paid Current
2009	\$203.90	Paid Current	Paid Current

$$842 \div 12 = 70.17$$

Furnished
 Cleaning Person

Leaving on Jan 4th