



HADCO Resident Lease Agreement Part II



THIS AGREEMENT is executed between the Housing Authority (herein called "HADCO"), and «Full Name» (herein called the "Tenant"), and becomes effective as of this date:

Effective Date (Click or tap to enter a date.)). [966.4 (a)]

- (1) **Unit:** HADCO, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED at «Unit Street Num» «Unit Street 1», «Unit City», «STATE» «ZIP» (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is: «Unit Street Num» «Unit Street 1». [966.4 (a)]
- (2) **Household Composition:** The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse each household member should be listed by age, oldest to youngest. [966.4 (a)(2)] All members of the household over age 18 shall execute the lease.

Name	Relationship	Birthdate	Social Security #

- (3) **Term:** The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease.
- (4) **Rent:** Initial rent (prorated for partial month) shall be \$ (Prorated Rent (Click or tap here to enter text.)) And, if applicable, the Tenant shall receive the benefit of \$ (Prorated Utility Reimb. (Click or tap here to enter text.)) From HADCO for Utility Reimbursement (for partial month) paid to the utility supplier for the period beginning (Utility Start (Click or tap to enter a date.)), and ending at midnight on (Utility End (Click or tap to enter a date.)).

Thereafter, rent in the amount of \$ (Monthly Rent (Click or tap here to enter text.)) Per month shall be payable in advance on the first day of each month, and shall be



delinquent after the seventh (7th) day of said month. A utility reimbursement of \$ (Click or tap here to enter text.) Per month (if applicable) shall be paid directly to the tenant.

- ☐ This is the flat rent for the premises.
- ☐ This rent is based on the income and other information reported by the Resident.
- ☐ This rent is based on the income and other information reported by the Resident, including the \$25.00 minimum rent.

(5) Utilities and Appliances: HADCO-Supplied Utilities [966.4 (b)(1)] If indicated by an (X) below, HADCO provides the indicated utility as part of the rent for the premises:

- | | | | |
|--------------------------------------|--------------------------------------|---------------------------------------|--------------------------------|
| ☐ Electricity | ☐ Natural Gas | ☐ Heating Fuel | ☐ Water |
| ☐ Sewer | ☐ Garbage | | |

If indicated by an (X) below, HADCO shall provide the following appliances for the premises:

- ☐ Cooking Range ☐ Refrigerator

(6) Utility Allowances: Tenant-Paid Utilities [5.632] If indicated by an (X) below, HADCO shall provide Tenant with a Utility Allowance in the monthly amount totaling \$ (Click or tap here to enter text.) For the following utilities paid directly by the Tenant to the Utility supplier:

- | | | | |
|---|--------------------------------------|--|--------------------------------|
| ☐ Electricity | ☐ Natural Gas | ☐ Heating Fuel | ☐ Water |
| ☐ Sewer | ☐ Garbage | ☐ Tenant-supplied cooking range | |
| ☐ Tenant-supplied refrigerator | | | |

(7) Charges for Excess Appliances: (Not applicable to tenants who pay utilities directly to utility suppliers.) Charges for excess appliances are due per the following: [966.4 (b)(2)]

Air Conditioners: An additional charge of \$ (Click or tap here to enter text.) Per month will be payable for each air conditioner in the premises **for each month of occupancy.**



Other Appliances: If checked below an additional charge of \$ [Other Appliances](#) (Click or tap here to enter text.) Per month for each month of occupancy for each excess appliance on the premises.

- | | |
|---|--|
| ☐ Freezer, type: | ☐ Extra refrigerator |
| ☐ Second color TV | ☐ Second stereo |
| ☐ Automatic washer | ☐ Electric space heater |
| ☐ Other: | ☐ Other: |

(8) Security Deposit: Tenant agrees to pay \$ [Security Deposit](#) (Click or tap here to enter text.) As a Security Deposit. See Part I of this lease for information on treatment of the Security Deposit. [966.3 (b)(5)]. The Tenant is paying \$ [Down Payment](#) (Click or tap here to enter text.) As a down payment and agrees to pay \$ [Monthly Payment](#) (Click or tap here to enter text.) Per month in addition to the rent until the Security Deposit is paid in full.

(9) Lead Safety: The HADCO shall provide Tenant with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the lease.

(10) Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

Head of Household: _____	Date: _____
Adult Tenant: _____	Date: _____
Adult Tenant: _____	Date: _____
Manager: _____	Date: _____



Tenant's Certification

I, «Full Name», hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to HADCO before execution of the lease, or before HADCO approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to HADCO in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Head of Household: _____

Date: _____

Adult Tenant: _____

Date: _____

Adult Tenant: _____

Date: _____

Attachments

If indicated by an (X) below, HADCO has provided the tenant with the following attachments and information:

- | | |
|--|---|
| ☐ Part I of this Lease | ☐ Community Service Policy |
| ☐ Pet Policy | ☐ Lead Disclosure Addendum |
| ☐ Standard Maintenance Charges | ☐ Grievance Procedure |
| ☐ Lead Hazard Information Pamphlet | ☐ Housekeeping Standards |
| ☐ Violence Against Women Act (VAWA) | ☐ HUD Discrimination Form |
| ☐ I understand HADCO does not allow medical marijuana on federally subsidized property. | |



HADCO Resident Lease Agreement

THIS LEASE IS IN TWO PARTS

Part I establishes the Terms and Conditions of the lease. These apply to all residents.

Part II is a lease contract. This is executed by the resident and HADCO. It includes part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);
- Unit address, occupancy date, project name and number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the HADCO with the unit;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the lease (all adult members of Tenant household must sign the lease); and
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal HADCO working hours.



HADCO Resident Lease Agreement Part I

Resolution #2090

Effective April 1, 2018

TERMS AND CONDITIONS OF THIS LEASE AGREEMENT (called the "Lease") is between the Housing Authority of Douglas County, (called "HADCO") and Tenant named in Part II of this lease (called "Tenant"). [966.4 (a)]

I. Description of the Parties and Premises [966.4 (a)]

- (a) HADCO, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]
- (b) Premises must be used as the only private residence of the Tenant and the family members named on Part II of the Lease. HADCO may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to HADCO policy on such activities. [966.4 (d)(1 & 2)]
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births, adoptions, and court awarded custody** require the advance written approval of HADCO. Such approval will be granted only if the new family members pass HADCO's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4(a)(2) & (d)(3)(i)] Tenant agrees to wait for HADCO's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which HADCO may terminate the lease in accordance with Section XIV. [966.4 (f)(3)]
- (d) Tenant shall report deletions (for any reason) from the household members named on the lease to the HADCO in writing, within 10 days of the occurrence. [966.4 (c)(1) & (2) & (f)(3)]

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically be renewed for successive terms of one calendar year. [966.4 (a)(1)] The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by HADCO in accordance with Section VII herein. [966.4 (c)] The amount of the Total Tenant Payment and Tenant Rent shall be determined by HADCO



in compliance with HUD regulations and requirements and in accordance with HADCO's Admissions and Occupancy Policy. [966.4 (c)]

- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the seventh calendar day of the month.** Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. [966.4 (e)(1) & (3)] When HADCO makes any change in the amount of Total Tenant Payment or Tenant Rent, HADCO shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state the Tenant may ask for an explanation of how the amount is computed by HADCO. If Tenant asks for an explanation, HADCO shall respond in a reasonable time. [966.4 (c)(4)]
- (c) Minimum Rent (24 CFR 5.630): "Minimum rent" is \$25.00. Minimum rent refers to the Minimum Total Tenant Payment (TTP) and includes the combined amount a family pays towards rent and or utilities when it is applied.
- (d) Financial Hardships for an Exemption from Minimum Rent (24 CFR 5.630): If HADCO establishes a minimum rent greater than zero, HADCO must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.
- i) The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If HADCO determines that a hardship exists, the family share is the highest of the remaining components of the family's calculated TTP.
 - ii) Criteria for Hardship Exemption/ HUD Defined Financial Hardship (24 CFR 5.630): In order for a family to qualify for a hardship exemption the family's circumstances must fall under one of the following HUD hardship criteria:
 - (1) The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance, including a family with a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996. Loss of TANF due to sanctions will not be considered under this provision as a reason for a hardship exception.



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- (2) The family would be evicted as a result of the imposition of the minimum rent requirement.
 - (3) The income of the family has decreased because of changed circumstances, including loss of employment, death in the family.
 - iii) HADCO Notification to Families of Right to Hardship Exemption: HADCO will notify all families subject to minimum rents of their right to request a minimum rent hardship exemption. The notification includes a statement regarding the family's right to request a hardship exemption and advises the family to request the form from their caseworker. A copy of the notice is kept in the family's file.
 - (1) The notification will advise families that hardship exemption determinations are subject to HADCO review and hearing procedures.
 - (2) All requests for minimum rent hardship exemptions are required to be in writing.

III. Other Charges

- (a) In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4 (b)(2)]
 - i) Maintenance costs -- The cost for services or repairs due to intentional or gross negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests shall be charged to the tenant. When HADCO determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by HADCO or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to HADCO for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4 (b)(2)] Tenants requesting entry into their unit (lock outs) once in a four month period will not be charged. However the tenant will be charged labor costs in accordance with the Schedule of Maintenance Charges for all other lock outs HADCO response to in a four month period.
 - ii) Excess Utility Charges --At developments where utilities are provided by HADCO, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. [966.4 (b)(2)]



- iii) Installation charges for tenant-supplied air conditioners. The first install of a tenant supplied air conditioner there will be no charge. After the first install all other installs to other windows will be charged. There will be no replacement charge for the first install location.
- iv) Late Charges -- A charge of \$25.00 will be applied for rent paid after the seventh calendar day of the month. [966.4 (b)(3)] HADCO shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no later than two weeks after Tenant receives HADCO's written notice of the charge. [966.4 (b)(4)]
- v) Waiver of late rent— HADCO can waive the late charge if circumstances beyond the tenants control make the rent late. HADCO may ask for verification of the circumstance in order to waive the late charge.

IV. Payment Location

- (a) Rent and other charges can be paid by mail or hand delivered the Main Office located at 1000 W. Stanton, Roseburg, OR 97471. HADCO will not accept cash. Tenants who have submitted a check that is returned for insufficient funds shall be required to pay the bank incurred fees.

V. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to pay an amount equal to \$500.00. The dollar amount of the security deposit is noted on Part II of this Residential Lease. [966.4 (b)(5)] If the tenant is unable to pay the complete Security Deposit on the day the Lease is signed, the tenant may request a payment plan. The Payment plan requires \$ 100.00 down on the day the Lease is signed and monthly payments of \$100.00 in addition to the rent until the Security Deposit is paid in full.
- (b) HADCO's Responsibilities: HADCO will use the Security Deposit at the termination of this Lease:
 - i) To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
 - ii) To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
 - iii) The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and HADCO has inspected the dwelling unit.



- iv) The return of a security deposit shall occur within 30 days after Tenant moves out. HADCO agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes HADCO with a forwarding address. If any deductions are made, HADCO will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. Utilities and Appliances [966.4 (b)(1)]

- (a) HADCO Supplied Utilities: If indicated by an (X) on Part II, HADCO will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. HADCO will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.
- (b) If indicated by an (X) on Part II of the Lease Agreement, HADCO will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of HADCO. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office. [966.4(b)(2)]
- (c) Tenant-paid Utilities: If Tenant resides in a development where HADCO does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment HADCO will pay a Utility Reimbursement each month. HADCO may change the Allowance at any time during the term of the lease, and shall give Tenant 30 day written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.473 (c)] If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.
- (d) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by HADCO and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)] Tenant also agrees to abide by any local ordinance for the use of space heaters. Space heaters will only be permitted with prior written approval to insure that the heater is safe.

VII. Terms and Conditions



(a) The following terms and conditions of occupancy are made a part of the Lease:

- i) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of HADCO, members of the household may engage in legal profit making activities in the dwelling unit. [966.4 (d) (1) & (2)] This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision. [966.4 (d)(1)].
- ii) Re-determination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.
 - (1) The status of each family is to be re-examined at least once a year. Tenants paying Flat Rent shall have their incomes reexamined every three years. At the annual re-certification Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable.[960.209]
 - (2) Tenant promises to supply HADCO, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4 (c)(2)] Failure to supply such information when requested is a serious violation of the terms of the lease and HADCO may terminate the lease. All information must be verified. Tenant agrees to comply with HADCO requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4 (c)(2)] HADCO shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by HADCO to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request.
 - (3) Rent will not change during the period between regular re-examinations, UNLESS during such period: [960.209 (b)] The tenant is still required to report all income changes.



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- (a) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self sufficiency requirement. If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)
 - (b) There is an increase of \$200.00 per month or more in household income.
 - (c) If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. HADCO then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - (d) Rent formulas or procedures are changed by Federal law or regulation.
- (4) All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. [966.4 (c) (2)] Decreases in rent must be reported by the 20th of the month in order for the rent to be reduced for the upcoming month.
- iii) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above; all notices will state the effective date of the rent adjustment.
- (1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner no later than the 20th of the month.
 - (2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
 - (3) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), HADCO shall apply the increase in



rent retroactive to the first of the month following the month in which the misrepresentation occurred.

iv) Transfers [966.4 (c)(3)]

- (1) Tenant agrees that if HADCO determines the size or design of the dwelling unit is no longer appropriate to Tenant's needs, HADCO shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
- (2) HADCO may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
- (3) If a Tenant makes a written request for special unit features in support of a documented disability, HADCO shall modify Tenant's existing unit. If the cost and extent of the modifications needed are equal to or exceed those required for a fully accessible unit, HADCO may transfer Tenant to another unit with the features requested.
- (4) A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
- (5) In the case of involuntary transfers, HADCO will provide a 30 day notice of the intent to transfer. Tenant shall be required to move into the dwelling unit made available by HADCO. Tenant shall be given 10 days time in which to move from the current occupied unit to the unit of transfer. If Tenant refuses to move, HADCO may terminate the Lease. [966.4 (c)(3)]
- (6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4 (c)(4)]
- (7) HADCO will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

VIII. HADCO Obligations [966.4 (e)]

(a) HADCO shall be obligated:

- i) To maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4(e)(1)]
- ii) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]



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- iii) To make necessary repairs to the dwelling unit; [966.4 (e)(3)]
 - iv) To keep project building, facilities, and common areas, not otherwise assigned to tenant for maintenance and upkeep, in a clean and safe condition; [966.4(e)(4)]
 - v) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied with HADCO; [966.4 (e)(5)]
 - vi) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease; [966.4 (e)(6)]
 - vii) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4 (e)(7)]
 - viii) To notify Tenant of the specific grounds for any proposed adverse action by HADCO. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption or utilities.) When HADCO is required to afford Tenant the opportunity for a hearing under the HADCO grievance procedure for a grievance concerning a proposed adverse action:
 - (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(l)(3) shall constitute adequate notice of proposed adverse action.
 - (2) In the case of a proposed adverse action other than a proposed lease termination, HADCO shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed. [966.4 (e)(8)]
 - ix) Perform routine preventative maintenance not limited to the following items:
 - (1) Clean and replace furnace filters
 - (2) Cover foundation air vents
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(3) Clean out gutter and downspouts

(4) Clean out storm drains

(5) Power wash units

(6) Clean out dryer vents

(b) HADCO is responsible for complying with all changes in HUD regulation pertaining to these programs. If such changes conflict with this lease, HUD regulations will have precedence. HADCO will revise this lease as needed to comply with changes, in HUD regulations. All significant changes or amendments that can impact and or cause financial hardship to the resident or HADCO must be made available to the public for a 45 day comment period. Any changes must be approved by the Board of Commissioner of the agency, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

IX. Tenant's Obligations

(a) Tenant shall be obligated:

i) Not to assign the Lease, nor sublease the dwelling unit. [966.4 (f)(1)]

ii) Not to give accommodation to boarders or lodgers; [966.4 f)(2)]

(1) Not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of HADCO.

iii) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. [966.4 (f)(3)] This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to HADCO's Occupancy standards, and so long as HADCO has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4 (d)((3)(i)]

iv) To abide by necessary and reasonable regulations defined by HADCO for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4 (f)(4)]

v) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4(f)(5)]



- vi) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Tenant agrees to maintain their yard in accordance with Section XVI : Housekeeping Standards". Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. [966.4 (g)]
- vii) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved by HADCO. [§ 966.4(f)(7)] To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- viii) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4(f)(8)]
- ix) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.4 (f)(9)]
- x) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. [§ 966.4(f)(10)]
- xi) To act, and cause household members or guests to act in a manner that will:
 - (1) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - (2) Be conducive to maintaining all HADCO projects in a decent, safe, and sanitary condition. [966.4 (f)(11)]
- xii) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of HADCO's public housing premises by other residents or employees of HADCO, or;
 - (2) Any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled



substance as defined in Section 102 of the Controlled Substances Act.) [966.4 (f)(12)]

- xiii) To make no alterations or repairs or redecorations to the interior or exterior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of HADCO. To make no changes to locks or install new locks on interior or exterior doors without HADCO's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by HADCO.
- xiv) To act in a cooperative manner with neighbors and HADCO Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and HADCO staff.
- xv) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Oregon anywhere on the property of HADCO.
- xvi) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises that are not commonly used in a home. Portable fire pits are prohibited.
- xvii) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for the purposes other than going in and out of the dwelling unit.
- xviii) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by HADCO with the written approval of HADCO.
- xix) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of HADCO.
- xx) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal that has not been approved by HADCO as a pet or service/companion animal. Unless a verified disability warrants the possession of a service animal or companion animal.
- xxi) To remove from HADCO property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by HADCO. Any inoperable or unlicensed vehicle as



described above will be removed from HADCO property at Tenant's expense. Automobile repairs are not permitted on project site.

- xxii) To remove any personal property left on HADCO property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 7 days without notification shall be considered abandoned and will be disposed of by HADCO. Costs for storage and disposal shall be assessed against the former tenant.
- xxiii) To use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY HADCO PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- xxiv) Not to commit any fraud in connection with any Federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- xxv) To pay utility bills sent to HADCO for payment for utilities supplied to Tenant by a direct connection to the utility company.
- xxvi) For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the HADCO) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- xxvii) To return requested documentation to HADCO within fourteen days.
- xxviii) Smoke-Free Complex; Purpose of No-Smoking Policy
 - (1) Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
 - (2) Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.



- (3) Smoke-Free Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in or within 10 feet of any of the common areas such as the stairwells, patios, playgrounds, laundry rooms, office, and community room of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

X. Defects Hazardous to Life, Health or Safety

- (a) In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: [966.4(h)]
- i) HADCO Responsibilities:
- (1) HADCO shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]
 - (2) HADCO shall offer Tenant a replacement dwelling unit, or suitable accommodation if available, if necessary repairs cannot be made within a reasonable time. HADCO is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition. [966.4 (h)(3)]
 - (3) Tenant shall accept any replacement unit offered by HADCO. Consideration will be taken if a tenant has extenuating circumstances that prevent them from accepting the replacement unit being offered. Examples of acceptable extenuating circumstances to be considered would be a reasonable accommodation and/or hazards to the tenants if they were to move into that specific unit.
 - (4) In the event HADCO, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [966.4 (h)(4)]
 - (5) If HADCO determines the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant and Tenant refuses alternative



accommodations, this Lease may be terminated, and any rent paid will be refunded to Tenant.

ii) Tenant Responsibilities:

- (1) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4 (h)(1)]
- (2) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by HADCO, during the time in which the defect remains uncorrected.

XI. Move-in and Move-out Inspections

- (a) Move-in Inspection: HADCO and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. HADCO will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by HADCO and Tenant and a copy of the statement retained in Tenant's folder. [966.4 (i)] HADCO will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- (b) Move-out Inspection -- HADCO will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to HADCO. [966.4(i)]

XII. Entry of Premises During Tenancy

(a) Tenant Responsibilities:

- i) Tenant agrees that the duly authorized agent, employee, or contractor of HADCO will be permitted to enter Tenant's dwelling during reasonable hours (8:00 AM to 5:00 PM) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]
- ii) When Tenant calls to request maintenance on the unit, HADCO shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when HADCO comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) HADCO's Responsibilities:

- i) HADCO shall give Tenant at least 48 hours written notice that HADCO intends to enter the unit. HADCO may enter only at reasonable times. [966.4 (j)(1)]



- ii) HADCO may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]
- iii) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, HADCO shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4 (j)(3)]

XIII. Notice Procedures

- (a) Tenant Responsibility – Any notice to HADCO must be in writing, delivered to the Project Office or to HADCO's central office, or sent by prepaid first-class mail, properly addressed. [966.4 (k)(1)(ii)]
- (b) HADCO Responsibility – Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to the Tenant. [966.4 (k)(1)(i)]
- (c) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) If Tenant is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]

XIV. Termination of the Lease

- (a) In terminating the Lease, the following procedures shall be followed by HADCO and Tenant:
 - i) This Lease may be terminated by HADCO only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause. [966.4 (l)(2)] Such serious or repeated violation of terms shall include but not be limited to:
 - (1) The failure to pay rent or other payments when due; as applicable to section III (d) of this lease. [966.4 (l)(2)]
 - (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the seventh of the month. Four such late payments within a 12 month period shall constitute a repeated late payment; as applicable to section III (e) of this lease. [966.4 (l)(2)]
 - (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; [966.4 (l)(2)]
 - (4) Misrepresentation of family income, assets, or composition: (966.4)



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- (5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations. [966.4 (c)(2)]
 - (6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site; [966.4 (l)(2)]
 - (7) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of HADCO's public housing premises by other residents, or any drug related criminal activity. [966.4 (l)(2)]
 - (8) Illegal weapons or illegal drugs seized in a HADCO unit by a law enforcement officer; [966.4 (l)(2)]
 - (9) Any fire on HADCO premises caused by carelessness. [966.4 (l)(2)]
 - ii) HADCO shall give written notice of the proposed termination of the Lease of:
 - (1) 14 days in the case of failure to pay rent;
 - (2) A reasonable time, but not to exceed thirty days, considering the seriousness of the situation when the health or safety of other tenants or HADCO staff is threatened;
 - (3) 30 days in any other case. [966.4 (l)(3)(i)(A), (B) & (C)]
 - iii) The notice of termination:
 - (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine HADCO documents directly relevant to the termination or eviction. [966.4(l)(3)(ii)]
 - (2) When HADCO is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with HADCO's grievance procedures. [966.4 (l)(3)(ii)]
 - (3) Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. [966.4(l)(3)(iii)] The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
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(4) HADCO is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under HADCO's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State of local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (l)(3)(iv)]

(5) HADCO may evict Tenant from the unit only by bringing a court action. [966.4 (l)(4)]

iv) Tenant may terminate this Lease at any time by giving thirty days written notice as described in Section XIII, above.

v) In deciding to evict for criminal activity, HADCO shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, HADCO may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. HADCO may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 (l)(5)] (f) When HADCO evicts a Tenant from a dwelling unit for criminal activity HADCO shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4 (l)(5)(ii)]

XV. Waiver

(a) No delay or failure by HADCO in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (past or prospective) of that or any other right, unless otherwise expressly provided herein.

XVI. Housekeeping Standards

(a) In an effort to improve the livability and conditions of the apartments owned and managed by HADCO, uniform standards for resident housekeeping have been developed for all tenant families.

i) HADCO Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. HADCO will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection HADCO will notify



Tenant in writing if he/she fails to comply with the standards. HADCO will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, HADCO will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms. Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

- ii) Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

iii) Housekeeping Standards: Inside the Apartment

(1) General—

- (a) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (b) Floors: should be clean, clear, dry and free of hazards.
- (c) Ceilings: should be clean and free of cobwebs.
- (d) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (e) Woodwork: should be clean, free of dust, gouges, or scratches.
- (f) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (g) Heating units: should be dusted and access uncluttered.
- (h) Trash: shall be disposed of properly and not left in the unit.
- (i) Entire unit should be free of rodent or insect infestation.

(2) Kitchen—

- (a) Stove: should be clean and free of food and grease.
- (b) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (c) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded.
- (d) Exhaust Fan: should be free of grease and dust.



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- (e) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
 - (f) Food storage areas: should be neat and clean without spilled food.
 - (g) Trash/garbage: should be stored in an appropriate container until removed to the disposal area.
- (3) Bathroom—
- (a) Toilet and tank: should be clean and odor free.
 - (b) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
 - (c) Lavatory: should be clean
 - (d) Exhaust fans: should be free of dust.
 - (e) Floor should be clean and dry.
- (4) Storage Areas—
- (a) Linen closet: should be neat and clean.
 - (b) Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
 - (c) Other storage areas: should be clean, neat and free of hazards.
- iv) Housekeeping Standards: Outside the Apartment
- (1) Yards:
- (a) should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
 - (b) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
 - (c) Steps (front and rear): should be clean, and free of hazards.
 - (d) Sidewalks: should be clean and free of hazards.
 - (e) Storm doors: should be clean, with glass or screens intact.
 - (f) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
 - (g) Hallways: should be clean and free of hazards.
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- (h) Stairwells: should be clean and uncluttered.
- (i) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (j) Weeds trimmed around unit. HADCO will maintain pre-existing shrubbery.
- (k) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.) (IN FINAL LEASE COPY -- INSERT THE LEAD DISCLOSURE ADDENDUM AND THE LEAD HAZARD INFORMATION PAMPHLET AS REQUIRED BY HUD.) The Lead Disclosure Addendum should be filled out with property-specific information, except for the applicant's initials and signature, which are obtained at lease signing.)

Head of Household: _____

Date: _____

Adult Tenant: _____

Date: _____

Adult Tenant: _____

Date: _____

Manager: _____

Date: _____

