

**SECTION 8 EXISTING HOUSING PROGRAM
HOUSING CHOICE VOUCHER PROGRAM**

FAMILY MEMBERS: _____

SAMPLE

at the address: _____

Owner's Name _____

Telephone # _____

Address: _____

Manager/Agent's Name: _____

Telephone # _____

Address: _____

1. **LEASE/TENANCY ADDENDUM.** This Lease incorporates all provisions of the attached Tenancy Addendum as required by HUD. Definitions of terms used in this Lease and Tenancy Addendum are provided in the Tenancy Addendum.

The initial Lease term begins on _____ . The initial Lease term ends on _____ .

After the initial Lease term, the Lease shall automatically renew on a month-to-month basis. Termination of the Lease shall be in accordance with Sections 8, 10, and 11 of the Tenancy Addendum. After the initial Lease term, the Tenant may terminate the Lease by giving at least 30 days, but not more than 60 days, written notice to both the Owner and the HA.

2. **TENANT RENT.** Initially, the Tenant agrees to pay \$_____ per month to the Owner as the Tenant rent. The amount of the Tenant rent is subject to change as determined by the HA during the term of the Lease. Any change in the amount of the Tenant rent will be stated in a written notice by the HA to the Tenant and the Owner. The written notice will also state the effective date of the Tenant rent amount change.

An increase in total monthly rent is allowed after the first year of the term if the Owner gives at least sixty days written notice to the Family and the HA before commencement of the increased rent. The notice shall state both the new rental amount and the date from which the increased rent is payable.

Rent is payable in advance on the first day of the month. If this Lease is executed on a day other than the first day of the month, the Tenant and the Housing Authority of Clackamas County shall pay the amount of their prorated portions to the end of the month, and thereafter shall pay the full month's rent as provided.

3. **SECURITY DEPOSIT.** The Tenant will deposit with the Owner \$_____ for a security deposit that is entirely refundable. The security deposit amount collected by the Owner is consistent with private market practice and does not exceed amounts collected by the Owner for unassisted units.

4. **UTILITIES AND APPLIANCES.**

(1). The utilities will be paid by the parties as indicated below. The Owner shall provide the utilities listed in that column for the dwelling unit without any additional charge to the Tenant. The cost of these utilities is included in the Contract rent. The utilities listed in the Tenant's column are not included in the Contract rent and are paid by the Tenant.

OWNER	TENANT	OWNER	TENANT
Gas _____	_____	Garbage _____	_____
Electricity _____	_____	Water _____	_____
Oil _____	_____	Sewer _____	_____

Check appropriate fuels for this property below:

	GAS	ELECTRIC	OIL
Heating Fuel _____	_____	_____	_____
Cooking Fuel _____	_____	_____	_____
Water Heating Fuel _____	_____	_____	_____

(2). The range for the dwelling unit shall be provided by the _____. (Insert Tenant, if appropriate. If unspecified, the range shall be provided by the Owner.) The refrigerator for the dwelling unit shall be provided by the _____. (Insert Tenant, if appropriate. If unspecified, the refrigerator shall be provided by the Owner.)

5. **TENANT FAMILY RESPONSIBILITIES.** The Tenant agrees:

- (1). That the use and occupancy of the dwelling unit be restricted to the specific persons listed above as Family members.
- (2). To use the premises, its appliances, fixtures, and facilities in a reasonable manner and for the purposes for which they were intended. The Tenant shall not deliberately or negligently destroy or remove any part of the premises or knowingly permit any person to do so.

- (3). To use the dwelling as their residence and not pursue any business on the premises without written approval by the Owner. Tenant will not assign or transfer this Lease and will not sublet the dwelling.
- (4). To conduct themselves, and require others on the premises with their consent to conduct themselves, in a manner that will not disturb the neighbors' peaceful enjoyment of the premises.
- (5). To keep all areas, plumbing fixtures, and appliances under their control as clean as their condition permits, and to dispose of all waste in a clean and safe manner. Tenant also agrees to maintain the assigned yard area in good order.
- (6). To notify the Owner promptly of need for repairs to the dwelling and of any unsafe conditions that may lead to damage or injury. Tenant agrees to pay reasonable charges for repair of damages to the dwelling or to the furnishings and fixtures owned or supplied by the Owner, when such damage was the result of willful or negligent acts of the Tenant Family or their guests.
- (7). To not make any alterations, changes, repairs or remodeling of the premises and equipment without prior written consent of the Owner.
- (8). To notify the Owner of any anticipated absence in excess of seven days. During any such absence, the Owner may enter the dwelling when reasonably necessary.
- (9). To not have waterbeds, unless specifically stated and agreed to in writing by the Tenant and Owner.
- (10). To not keep or allow pets on the premises, unless specifically stated and agreed to in writing by the Tenant and Owner.
- (11). To test at least once every six months and replace batteries as needed in any smoke detector provided by the Owner and to notify the Owner in writing of any operating deficiencies as described in ORS 479.275.
- (12). To not remove or tamper with a properly functioning smoke detector, including removing any working batteries, as provided in ORS 479.300.

6. OWNER RESPONSIBILITIES.

- (1). The Owner agrees to make all repairs and do whatever necessary to put and keep the premises in a fit and habitable condition in compliance with applicable State, County, and municipal laws and regulations. The Owner shall maintain the dwelling and all equipment provided therewith, as well as common areas, facilities, and equipment provided for the use and benefit of the Tenant, in compliance with the Housing Quality Standards on the basis of which this Lease was approved by the Housing Authority of Clackamas County.
- (2). The Owner will provide:
 - (i). Effective water and weather protection;
 - (ii). Plumbing which conforms to applicable code and is maintained in good working condition;
 - (iii). Hot and cold running water furnished to appropriate fixtures;
 - (iv). A connection to an approved sewage disposal system;
 - (v). Adequate heating facilities;
 - (vi). An electrical system which conforms to applicable code and is maintained in good working order;
 - (vii). Adequate receptacles for the removal of garbage;
 - (viii). Safety from fire hazards;
 - (ix). That the premises be in a clean and sanitary condition and will maintain all areas under her/his control in a similar condition;
 - (x). Compliance with the HUD lead-based paint regulations; and
 - (xi). Lockable doors and windows that are accessible from outside.
- (3). The Owner shall respond in a reasonable time to calls by the Tenant for services consistent with above obligations.
- (4). Where applicable (as in the case of multi-unit buildings), such maintenance with respect to common areas, facilities, and equipment shall include cleaning; maintenance of lighting and equipment; maintenance of grounds, lawns and shrubs, and removal of snow and ice.
- (5). Extermination services shall be provided by the Owner as conditions may require.
- (6). Repainting shall be provided by the Owner as conditions may require.

7. PRIVACY.

The Tenant agrees that the Owner or a duly authorized agent will be permitted to enter the Tenant's dwelling for the purpose of examining the condition thereof or for making improvements or repairs. The Owner shall give the Tenant at least 24 hours' actual notice of the intent of the Owner to enter and the Owner may enter only at reasonable times. The Owner may not enter if the Tenant, after receiving the Owner's notice, denies consent to enter by giving actual notice of the denial. The Owner has the right to enter the dwelling without prior notice if there is reason to believe that an emergency exists which requires such entrance. The Owner shall, within 24 hours after such an entry, give actual notice to the Tenant of the fact of the entry, the date and time of the entry, the nature of the emergency and the names of the persons who entered. If the Tenant requests repairs or maintenance in writing, the Owner or persons acting on behalf of the Owner, without further notice, may enter upon demand, in the Tenant's absence or without the Tenant's consent for the purpose of making the requested repairs until the repairs are completed. The Owner shall not abuse the right of access nor use it to harass. The Tenant shall not unreasonably withhold consent.

Signatures

Tenant

Owner

Print or Type Name of Tenant

Print or Type Name of Owner

Signature

Signature

Date

Print or Type Name and Title of Signatory

Date