

PUBLIC HOUSING LEASE



Acceptance of HACC Lease Amendments

- In order for HACC to revise an existing lease, HACC must provide a notice of the revision and a copy of the new lease, at least 60 days prior to its taking effect, to the tenant. The notice will specify a reasonable time for the tenant to review and accept the amendments and modifications to the lease and sign it. If the tenant fails to sign the revised lease and amendments within the time given, or refuses to sign, the tenant must vacate their unit or their tenancy will be terminated.



General Provisions

Annual Reexaminations

- Occurs once a year, based on the month that the household was leased up.
- 90 days prior to the effective date the household will receive paperwork that will require signatures, income and expense verification.
- It is required that the household completes this paperwork and returns it to HACC with the necessary verification.

Interim Reexaminations

- Occurs when a tenant reports an income or household change, changes must be reported within 7 days.
- If the Interim is going to result in an increase of income and was reported by the 15th of the month, the effective date will be the 1st of the following month.
- Any false or incorrect information submitted to HACC is a violation of the lease, and is grounds for termination.

HACC must provide a notice 30 days before the effective date if the change results in a rent increase.



Utilities and Security Deposit

Utilities:

- Tenants are only responsible to pay for electricity and natural gas.
- Tenants are also responsible to pay for excessive garbage.

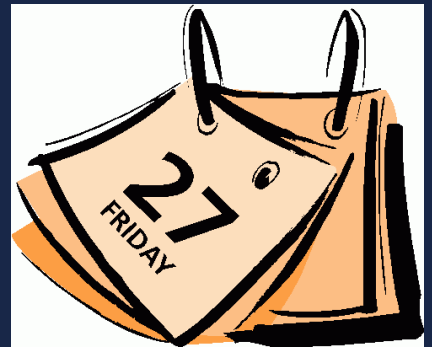
Security Deposit:

- Is calculated based on bedroom size.
- May be used to offset any damage, excessive wear and tear or unpaid accounts.



Lease Term

- The signed Lease is effective for a twelve month term.
- The lease will continue to be renewed automatically for twelve month increments.



Rent, Payments, Charges and Fees

Tenant Rent:

- Tenant rent is due on the 1st of every month.



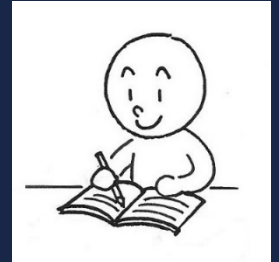
- If tenant rent is received or postmarked after 11:59pm on the 5th day of the month the rent is considered late and a late fee of \$25 will be applied to the tenant's account.
 - Payments can be made by check, money order or cashier's check.
 - Payments can be mailed to HACC or dropped off at a HACC office.
- Payments that are over or under the rent amount will NOT be accepted and will be returned to the tenant.



Correspondence Procedures

Tenant Notices to HACC:

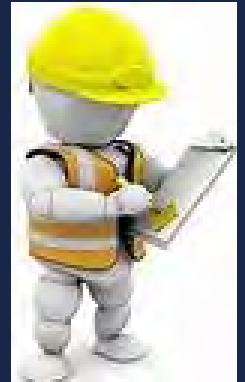
- Mailing Address: PO Box 1510, Oregon City, OR 97045
- In Person Delivery: 13930 S Gain St, Oregon City, OR 97045
or 2889 SE Hillside Ct, Milwaukie, OR 97222
- See resident handbook for emails and phone numbers for your property
- HACC will follow Landlord/Tenant law and HUD guidelines on providing notices to tenants



Access and Inspections

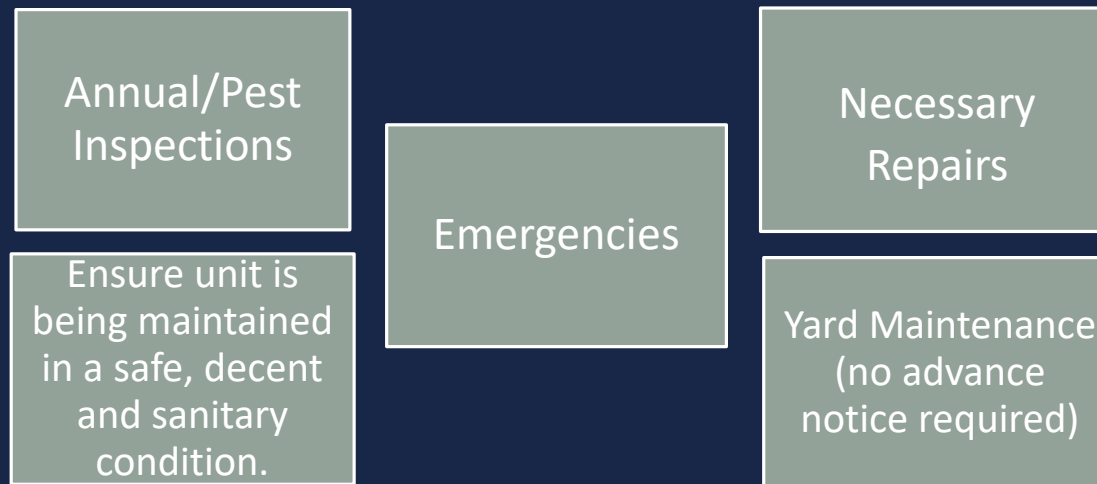
Pre and Post Tenancy Inspections:

- Prior to move-in, HACC and resident(s) will inspect unit together.
- After move-out, HACC will inspect the unit and give resident(s) a written statement of resulting charges, if any.



Access and Inspections (Continued)

- HACC must have access to enter the dwelling unit after posting a 48 hour advance notice.
- If tenant(s) are not present in unit when HACC enters, a written note will be provided.
- Reasons HACC would enter the unit include (but not limited to):



Tenant Obligations

Occupancy and Use:

- Authorized Uses: Authorized Tenants (identified in the lease) are to use the dwelling unit solely as a private dwelling and not to use it for any other purposes including subleasing of dwelling unit.
- Dwelling unit mailing address cannot be used by any person not listed on the lease.
- You must contact your Property Manager for approval if you are going to be absent from your unit for more than 21 days or if you will have a guest/visitor staying overnight for a substantial period of time.



Tenant Obligations (Continued)

Foster Children, Live-In Aides and Household Members:

- With prior written consent of HACC, a foster child or a live-in aide may reside in the unit.
- Any additions to the household must be approved in writing by HACC in accordance with the Eligibility policy on Chapter 3 of the ACOP (birth, adoption, court-awarded custody or spousal relationship).

Insurance Requirements:

- The Housing Authority **does not** require proof of Renter's Liability Insurance, but highly recommends tenant(s) to consider it.



Community Service

- Every tenant 18 years or older is required to complete 8 hours of community service each month.
- If tenants meet any one of the following they are exempt from community service:

Is age 62 years or older.

Is blind or disabled (or a caregiver of such individual).

Working 30 hours or more per week (or involved in a work activity).

Is a member of a family receiving assistance, benefits or services under a state program.



Tenant, Household Member, Visitor and Guest Behavior and Conduct That May Lead to Lease Termination

All Tenants, Household Members, and Guests or Visitors shall not engage in any criminal or drug related activity that threatens the health, safety or right to peaceful enjoyment of the premises by others.

The following are prohibited activities:

- Smoking is prohibited in all unit dwellings and within 25 feet of any HACCC building. See Addendum H for detailed information.
- Tenants must not participate in disruptive, violent, aggressive conduct, or disturb others right to peaceful enjoyment.
- Harassment of any kind will not be tolerated.



HACC Rules

Tenant, Household Members, Guests and Visitors need to abide by all policies, rules, regulations adopted by HACC, including the Admissions and Continued Occupancy Policy for Public Housing (“ACOP”). It can be accessed on HACC’s webpage or in HACC Office lobbies:

<https://www.clackamas.us/housingauthority>



Maintenance, Repairs, and Alterations

- Tenants have the responsibility of keeping their dwelling unit clean and safe.
- All electrical, plumbing, sanitary, heating, and ventilating appliances are only to be used in the manner that they were intended.
- Tenants must report damage and maintenance issues upon discovery that it needs repair – for example:
 - Damaged Windows/Doors
 - Smoke/Carbon Detectors (do not tamper with these)
 - Unsafe Conditions
 - Leaking/Overflowing Plumbing
 - Pest/Mold Issues



Maintenance, Repairs, and Alterations (continued)

- Tenants must ensure that there is no destruction, defacing, damaging or removing any part of the dwelling unit.
- Tenants will be responsible for charges that occur due to damages or repairs that are needed due to neglect/misuse/carelessness.
- Prior to making any alterations, or changes in the dwelling unit, tenants need written consent from HACC.

Important: Ask your Property Manager or Occupancy Specialist for a waiver if you are requesting to make changes.



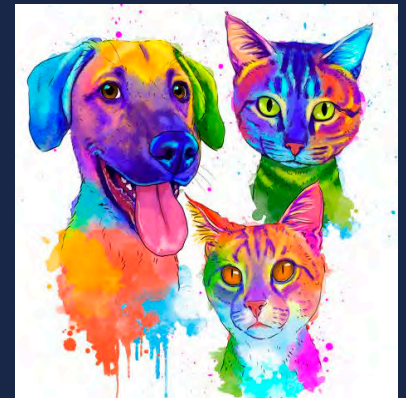
Repayment Agreements

- A tenant's failure to comply with a Repayment Agreement (RPA) is grounds for termination of this lease.
- RPA payments are typically due on the 15th of the month.
- If a family receives three delinquency notices for unexcused late payments in a 12-month period, the repayment agreement will be considered null and void. The tenant will need to pay the amount in full to avoid termination.
- While the RPA is in effect, all rent payments need to be made in full and on time.



Pets and Service Animals

- All pets and service, or companion animals must be approved by HACC, in writing, prior to being brought onto the premises.
- Pets and service animals are subject to the provisions specified in the ACOP, as well as all other applicable rules, regulations and policies for the premises.
- This is incorporated by the Pet/Companion/Service animal addendum to this Lease Agreement.



HACC Obligations

HACC agrees to each of the following obligations:

Maintain the dwelling unit and premises in safe and sanitary conditions.

To notify the Tenant of the violations for any proposed termination or eviction by HACC.

Comply with building codes, housing codes and federal regulations regarding health and safety.

To supply running water and sewer.

Make necessary repairs to dwelling unit.



Defects Hazardous to Life, Health or Safety

HACC and Tenants Responsibilities:

The tenant needs to notify HACC immediately of the damage; and

HACC will offer alternative accommodations as available, if necessary repairs can't be made within a reasonable time; and

The Tenant will need to remove all personal belongings from the unit as needed; and

HACC will make repairs in a reasonable time, if the damage was caused by the Tenant, his household or his guests, the repairs will be charged to the Tenant.



Lease Enforcement and Termination

Termination By Tenant

- Tenant can terminate the lease by providing a 30 day advance written notice.

Termination By HACC:

- Non-payment of rent
- Fair Housing discrimination
- Harassment
- Criminal/Drug Activity
- For all others, please see Section 11. B. of the Lease.

HACC must give written notice prior to termination and will follow procedure listed in the Lease and ACOP.



Lease Addendums

- A. Grievance Policy
- B. Violence Against Women Act
- C. Community Rules
- D. Pets & Service Animals
- E. Safety
- F. Mold and Mildew
- G. Rules for Parking of Motor Vehicles
- H. Smoke Free Policy
- I. Pest Control
- J. Pool and Wading Policy
- K. Grilling and Fire Safety
- L. Wear and Tear and Charges
- M. Harassment

