



Housing Authority of  
Clackamas County



**THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**  
**PUBLIC HOUSING LEASE**

This Tenant lease is made by and between the Housing Authority of Clackamas County, Oregon ("HACC"), which is the owner of the dwelling unit identified below, and the Tenants indicated in dwelling unit subject to the terms and conditions contained in this lease.

**1. GENERAL PROVISIONS**

Tenant: \_\_\_\_\_ Unit Number: \_\_\_\_\_

Co-Tenant: \_\_\_\_\_ Number of Bedrooms: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Monthly Rent \$ \_\_\_\_\_ Lease Effective Date \_\_\_\_\_

Annual Reexamination Month: \_\_\_\_\_

**HOUSEHOLD COMPOSITION**

**RELATIONSHIP TO TENANT**

- |          |                          |
|----------|--------------------------|
| 1. _____ | Tenant/Head of Household |
| 2. _____ | _____                    |
| 3. _____ | _____                    |
| 4. _____ | _____                    |
| 5. _____ | _____                    |
| 6. _____ | _____                    |

Security Deposit \$ \_\_\_\_\_

UTILITIES FURNISHED	By HACC*	By Tenant**	Type of Fuel
HEAT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>ELECTRIC</u>
HOT WATER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>ELECTRIC</u>
COOKING FUEL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>ELECTRIC</u>
ELECTRICITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>ELECTRIC</u>
WATER/SEWER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GARBAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

- \* Range, refrigerator and dehumidifiers (where needed) will be furnished by HACC.
- \* IMPORTANT NOTE: See Lease Section VII.B. For extent and limits of utilities responsibility.
- \*\* Utilities are paid directly to the utility supplier.

**2. DEFINITIONS** – for the purposes of this lease the following terms are defined as described herein:

- A. HACC.** HACC is the Housing Authority of Clackamas County that owns and operates certain real property and dwelling units for low-income persons pursuant to Federal, State and local laws. HACC receives financial assistance for the ownership and management of these dwelling units from the United States Department of Housing and Urban Development (“HUD”) and is therefore subject to applicable HUD regulations. HACC’s central office is located at 13930 S. Gain Street, Oregon City, Oregon 97045-0510
- B. PROPERTY MANAGER.** HACC’s designee with authority to manage and to act on HACC’s behalf in matters relating to HACC’s property and the Premises described in this lease.
- C. TENANT(S).** For purposes of this lease the Tenant(s) listed in Section 1 of this lease is a qualified person(s)/family whose application for tenancy in one of HACC’s dwelling units has been approved and with whom a lease had been executed.
- D. HOUSEHOLD MEMBERS.** Household members are those individuals listed in Section 1 of this lease and, along with the Tenant(s), are the only individuals who may live and reside in the Dwelling Unit.
- E. GUESTS OR VISITORS.** A guest or visitor is a person in the dwelling unit or on the premises, for a short period of time, with the express or implied consent of a Tenant or a Household Member.
- F. DWELLING UNIT.** The dwelling unit is the dwelling identified by the address in Section 1 in which the Tenant and Household Members shall reside.
- G. PREMISES.** The premises include all areas of HACC’s rental property on which the dwelling unit is located. Premises expressly include but are not limited to all HACC buildings, facilities, common areas, curtilage, facilities and accessories thereto.
- H. UTILITIES.** Utilities include electricity, natural gas, water, garbage, and sewer service to public housing units.
- I. ACOP.** ACOP means the Admissions and Continued Occupancy Policy. This document sets forth the rules, regulations, policies and procedures for occupancy for tenants of the public housing program. However, this document is not inclusive of all regulations that may be applicable to the public housing program. You can find the ACOP at our website:  
<https://www.clackamas.us/housingauthority/plansandreports.html>

**3. LEASE TERM.** This lease is effective upon signature by all adult parties and shall have a twelve month term. Upon expiration of the term of this lease, it shall be automatically renewed for the same twelve month period unless terminated pursuant to this lease and applicable law.

HACC may not renew the lease if the family has violated the requirement for Tenant performance of community service or participation in an economic self-sufficiency program in accordance with 24 CFR Ch. 960, subpart F.

**4. RENT, PAYMENTS, CHARGES, AND FEES**

**A. TENANT RENT.**

- i. **Amount.** The Tenant shall pay the amount of the monthly Tenant rent determined by HACC in accordance with federal regulations and other requirements. The amount of the initial tenant rent is indicated in Section 1 of this lease and is subject to change in accordance with federal

requirements. HACC shall give the Tenant 30 day written notice stating any change in the amount of Tenant rent, and when the change is effective.

- ii. **Family Choice of Rental Payments.** The initial monthly rent identified on page 1 reflects the Tenant's choice between either HACC-determined flat rent for this unit, or the rent that takes into consideration the income and other information reported by the Tenant.
- iii. **Due date.** Tenant rent is due and payable by Tenants, without demand or billing, in advance, on the first of each month, and must be paid on time.
- iv. **Payment manner and method.** All payments can be mailed to HACC at P.O. Box 1510, Oregon City, OR 97045 or dropped by our office Regular rent payment will also be accepted at HACC office window and accepted in the drop box provided at the main office and at Hillside Park community center.

Payment shall be made by check, money order, or cashier's check. Cash or Credit cards will not be accepted by HACC. Debit Cards will be accept when HACC has the system in place to process Debit Card payments.

- v. **Delinquent Payments.** Rent payments are delinquent if they are not postmarked or received by 11:59pm on the 5<sup>th</sup> day of the month.
- vi. **Overpayment/Underpayment.** HACC will not accept overpayments or underpayments of rent. Overpayments or underpayments, no matter the amount, will be returned to the Tenant promptly in person at time of tender, or by first-class mail. The overpayment or underpayment will not be considered a rent payment and will not be treated as such by HACC.
- vii. **Re-determination of Rent.** The amount of Tenant rent shall be periodically re-determined by HACC, pursuant to federal regulations, as described by Chapter 9 of the ACOP and in section 7(G) of this lease. The Tenant agrees to furnish such information and certifications regarding family composition and income as may be necessary for HACC to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size.

HACC shall give the Tenant written notice stating any change in the amount of tenant rent, and when the change is effective. In addition, the tenant may ask for an explanation stating the specific grounds by which HACC has made such determination of rent and if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the HACC grievance procedure.

- viii. **Retroactive Rent Amounts.** If the Tenant fails to accurately report any facts upon which the rent amount is calculated, then upon HACC becoming aware of such failure, HACC will adjust the tenant rent retroactively for the period the payment was intended to cover. The family may pay in full any amount due or request to enter into a repayment agreement with HACC. Furthermore, if the family causes a delay in processing the annual reexamination, increases in the tenant rent will be applied retroactively, to the scheduled effective date of the annual reexamination. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with Part III: Family Debts to the HACC in Chapter 16 of the ACOP.

## **B. CHARGES AND FEES.**

- i. **Late fees.** A late fee of \$25 will be imposed on a Tenant for each month in which a rent payment is delinquent.
- ii. **Damage charges.** The Tenant agrees to pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, or to the premises (including damages to project buildings, facilities or common areas) caused by the tenant, a Household Member, guest or visitor.

The reasonable charges for such damages shall be the actual cost of repairs that is incurred by HACC.

- iii. **Due date for all charges and fees.** Any charges assessed under this lease shall be due and collectible within two weeks after HACC gives written notice of the charges.
- iv. **LITIGATION COSTS.** If any suit, action or proceeding is brought to collect rent due, or to become due, or to obtain possession of premises, or in connection with any condition of any portion of this Lease, the prevailing party in such suit or action, including any appeal therefore, shall be entitled to recover from the unsuccessful party therein such sum as the court may adjudge reasonable as attorney's fees in said suit or action in addition to recovery of costs and disbursements.

**C. DEPOSITS.**

- i. **Security deposit.** The Tenant shall provide a security deposit to HACC in the amount indicated in Section 1 of this lease. Security deposits may be deposited into an interest bearing account. All interest shall accrue to the benefit of HACC. No interest will be paid to Tenant on security deposits. All deposits, however designated, may be used to offset any damage, excessive wear and tear or unpaid accounts. A statement explaining the disposition of the security deposit, remaining balance, additional charges, and/or refund will be mailed to the Tenant at the forwarding address provided by the Tenant, within the timeframe required by law. After termination of the tenancy and delivery of possession of the premises. If actual charges are unknown at the time of mailing, estimates will be used. HACC may revise charges to reflect actual charges once they are known. Any security deposit received from multiple Tenants shall be refunded only after the last Tenant vacates the unit and his/her tenancy is terminated. If eligible for a refund, the security deposit refund will be issued payable to all Tenants.
- ii. **Pet deposit.** A pet deposit of \$200 must be paid before any pet is brought onto the premises.

- 5. NOTICE PROCEDURES.** All notices required or allowed under this lease or State law must be in writing and shall be served by personal delivery to the Tenant, Co-tenant, or an adult member of the Tenant's household, or by First Class mail to the Tenant at the premises. Tenant notices to HACC must be delivered in one of the following manners:

**A. By mail to:**

P.O. Box 1510  
Oregon City, Oregon 97045

**B. By in person delivery to:**

13930 South Gain Street  
Oregon City, Oregon 97045-0510

**C. For Hillside Park in person delivery to:**

10203 SE D ST.  
Milwaukie, OR 97222

## 6. ACCESS AND INSPECTIONS.

**A. PRE AND POST TENANCY INSPECTIONS.** Prior to move-in by the Tenant and Household Members, HACC and Tenant shall inspect the dwelling unit and complete a written statement of the condition of the dwelling unit including all fixtures and furnishings. The Tenant and HACC shall sign this statement, and a copy will be kept by HACC in the Tenant's file.

At the end of tenancy, after the Tenant and all Household Members have vacated, HACC will inspect the dwelling unit and give Tenants a written statement of any damage beyond normal wear and tear, any required cleaning and repair, and any resulting charges.

## B. HACC ACCESS AND INSPECTIONS.

- i. **Access and inspections in general.** Tenant shall permit HACC to enter the dwelling unit during reasonable hours, upon 48 hours advance notice, for purposes including but not limited to, annual unit inspections, scheduled housekeeping inspections, warranty inspections, pre-construction inspections, and/or pest control inspections, other inspections that are reasonably necessary, to show the dwelling unit for re-leasing, or to make necessary or agreed repairs, decorations, alterations or improvements and to ensure the housing unit is being maintained by the tenant in a safe, decent and sanitary condition.
- ii. **Emergency.** HACC may enter the dwelling unit without consent and without advance notice when there is reasonable cause to believe an emergency exists, including but not limited to, checking on the welfare of a household member or pet/service/companion animal, and for maintenance emergencies where HACC property is at risk.
- iii. **Tenant request.** HACC may enter the dwelling unit without consent at any reasonable time with at least 48 hours advance notice or after receipt of Tenant's written request for maintenance as provided in ORS 90.322.
- iv. **Notice after entry.** If the Tenants are absent from the dwelling unit at the time of entry, HACC will leave in the unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit.
- v. **Entry into yard.** If HACC is obligated to maintain the yard or Tenant has failed to maintain the yard, HACC or their contractors may enter the yard, without notice, at reasonable times and with reasonable frequency, to perform the maintenance work.
- vi. **Notice procedures.** Notice provided by HACC for the purpose of entry, access, or inspection of Tenant's dwelling unit shall be made in writing by personal delivery of the notice to the Tenant, Co-tenant, or an adult member of Tenant's household, or by posting the notice conspicuously at or near the primary entrance to the dwelling unit, at least 48-hours in advance of the scheduled entry.

## 7. TENANT OBLIGATIONS

- A. OCCUPANCY AND USE.** The Tenants and Household Members shall have the right to exclusive use and occupancy of the dwelling unit, but occupancy is restricted to the Tenants and Household Members authorized by the lease to reside in the unit.
- i. **Authorized uses.** To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household members as identified in the lease, and not to use or permit its use for any other purpose including subleasing of the dwelling unit,
  - ii. **Authorized Tenants.** Only the Tenant(s) and the household members listed in Section 1 of this lease are permitted to reside in the dwelling unit.

- iii. **Guests or Visitors.** Tenants shall not allow guests or visitors to stay in the dwelling unit for more than seven (7) consecutive days, or a total of twenty-one (21) days in any twelve-month period without the prior written consent of HACC.

For purposes of this section, "staying in the rental unit" means presence on the premises for a substantial amount of time, whether during the day or overnight, and shall include, but is not limited to, long-term or regular houseguests, live-in baby sitters, visiting relatives, etc.

Tenants may not provide accommodations for boarders or lodgers regardless of length of stay.

- iv. **Use of dwelling unit mailing address.** Tenant shall not allow anyone other than authorized Tenants at the dwelling unit to use the dwelling unit address for receiving mail or any other purpose. Use of the dwelling unit address by anyone who is not an authorized Tenant or Household Member shall be considered evidence of an unauthorized guest residing at the unit.
- v. **Excluded persons.** If HACC or HACC's designee or agent excludes a person from the premises, no Tenant or Household Member may allow that person onto the premises or in their dwelling unit. HACC and any person designated by HACC retains control over the premises for the purposes of enforcing State trespass laws and shall be the "person in charge" for that purpose as that phrase is defined in ORS 164.205(5).
- vi. **Absences.** The family may be absent from the assisted unit for brief periods. For anticipated absences of more than 21 consecutive days, the family must notify HACC, in writing, prior to the first day of the absence.. Unless proper notice of an absence is given, HACC may initiate action to terminate tenancy in response to an absence of greater than twenty one (21) days by any Tenant listed on this lease agreement. Exceptions may be allowed for extenuating circumstances with prior written permission from HACC. Note: additional exceptions and special conditions regarding extended absences as described in HACC Admissions and Continued Occupancy Policy for Public Housing (ACOP).
- vii. **Unit size and special feature dwelling units.** The Tenant agrees to transfer to an appropriate size dwelling unit based on family composition and the need for any special features within the dwelling unit, upon notice by HACC that such a dwelling unit is available.
- viii. **Tenant profit-making activities.** With the prior written consent of HACC, household members may engage in legal profitmaking activities in the dwelling unit, where HACC determines that such activities are incidental to primary use of the leased unit for residence by household members.
- ix. **Foster children and live-in aides.** With the prior written consent of HACC, a foster child or a live-in aide may reside in the unit. Live-in aide means a person who resides with an elderly or disabled person and who: (1) is determined to be essential to the care and well-being of the person; (2) is not obligated for the support of the person; and (3) Would not be living in the unit except to provide the necessary supportive services. If adding a person to a household (other than a child by birth, adoption, or court-awarded custody) will require a transfer to a larger size unit (under the transfer policy in Chapter 12 of the ACOP), HACC will approve the addition only if the family can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by HACC. Exceptions will be made on a case-by-case basis.
- x. **INSURANCE REQUIREMENTS.** A landlord may not require a tenant to obtain or maintain renter's liability insurance if the household income of the tenant is equal of less than 50 percent of the area median income adjusted for family size or if the dwelling unit has been subsidized with public funds not including federal rent subsidy payments under 42 U.S.C. 1437f. Therefore, the Housing

Authority does not require proof of Renter's Liability Insurance, but highly recommends families consider it.

- x. **ADDITIONS TO THE HOUSEHOLD.** Any additions to the household must be approved in writing by HACC in accordance with the Eligibility policy on Chapter 3 of the ACOP
- xii. **COMMUNITY SERVICE.**  
All obligations concerning community service for the tenant program eligibility participation, will be reviewed in accordance with Chapter 11 of the ACOP, which, by this reference, is incorporated in this Lease.

**B. TENANT, HOUSEHOLD MEMBER, VISITOR AND GUEST BEHAVIOR AND CONDUCT THAT MAY LEAD TO LEASE TERMINATION**

- i. **Criminal activity.** All Tenants, Household Members, and Guests or Visitors shall not engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by others. For the purposes of this lease criminal activity includes, but is not limited to, fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony; and, allowing a person to come on the premises who is known to be sought by law enforcement pursuant to an arrest warrant.
- ii. **Drug related criminal activity.** All Tenants and Household Members shall not engage in any drug related criminal activity on or off the premises. In addition, Tenants and Household Members shall not permit any guest to engage in drug related criminal activity on the premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug. Further, if HACC determines a tenant has exhibited a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents HACC, may terminate this lease.
- iii. **Methamphetamine.** HACC must immediately terminate this lease if it determines that any member of the household has ever been convicted of a drug-related criminal activity for manufacture or production of methamphetamines on the premises of federally assisted housing.
- iv. **Fugitive felon or parole violator.** HACC may terminate this lease if Tenant or a Household Member uses the unit to harbor a person who is fleeing to avoid prosecution, custody, or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of any governmental jurisdiction within the State of Oregon.
- v. **Alcohol.** Tenant and Household Members shall not engage in the abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other Tenants.
- vi. **Disturbances and Noise.** The Tenant shall act, and cause Household Members, guests and visitors to act, in a manner that will not disturb neighbors, other Tenants, or other people's peaceful enjoyment of their premises and will be conducive to maintaining the premises and surrounding area in a decent, safe and sanitary condition.
- vii. **Other harmful behavior.** Tenants, Household Members, Guests and Visitors shall not act or speak in an abusive, intimidating or threatening manner toward other Tenants, neighbors, or representatives of HACC nor behave in such a manner as may cause damage to the premises, create unsafe conditions, interfere with access, intimidate or threaten others, or otherwise interfere with the peaceful enjoyment of other Tenants, their guests and/or HACC Staff.
- viii. **HACC Rules.** Tenant, Household Members, Guests and Visitors, shall abide by necessary and reasonable policies, rules, and regulations adopted by HACC, including but not limited to the

Admissions and Continued Occupancy Policy for Public Housing ("ACOP"), for the benefit and well-being of the property, Tenants, homeowners, and neighbors. All such policies, rules, and regulations are incorporated by reference into this lease and available online at <https://www.clackamas.us/housingauthority/plansandreports.html>

- ix. **Access.** Tenant and Household Members shall allow HACC staff reasonable access and entry to and within the dwelling unit as described in section 6 of this lease.
- x. **Smoking.** No smoking whatsoever is permitted in buildings. Smoking is prohibited in all interior common areas, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, reception areas, stairways, offices and elevators, within all living units, and within 25 feet of building(s) including entry ways, porches, balconies and patios. The No-Smoking Policy does not make HACC or any of its agents the guarantor of Tenant's health or of the smoke free condition of the non-smoking areas of the premises.

The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, or any other product or similar lighted product in any manner or in any form, and expressly includes vaping products such as e-cigarettes, and vape pens. See Smoking Addendum for more information.

### C. MAINTENANCE, REPAIRS, AND ALTERATIONS

- i. **Tenant Upkeep and Maintenance.** The Tenant and Household members shall ensure that the dwelling unit and such other areas as may be assigned to the Tenant for the Tenant's exclusive use are kept in a clean and safe condition.

The Tenant and Household Members shall ensure that all ashes, garbage, rubbish, and other waste from the dwelling unit is disposed of in a sanitary and safe manner;

The Tenant and all Household members shall ensure that all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators, are used only in a reasonable manner for which they are intended;

- ii. **Duty to report damage and maintenance issues.** Tenant will notify HACC of damages to property including but not limited to holes in walls, broken windows, broken doors, holes in doors, damage or missing blinds, damage or missing traverse curtain rods, screens damage (holes, bent or missing), refrigerator bent or broken parts, missing or broken lighting shades, incorrect lighting bulbs, broken outlet or missing cover, and oven elements and/or broilers.

Tenant must report upon discovery of all malfunctions of equipment, failures of essential services, or needs for repair that may cause damage to the structure or personal property. For example: Smoke detectors, carbon monoxide, leaking or overflowing plumbing and damaged doors or windows.

Tenant will notify HACC of any known unsafe conditions in the dwelling unit, common areas, and facilities or grounds that might lead to damage or injury.

Tenant must notify HACC immediately of any pest infestations, suspected water leaks, moisture problems or mold in dwelling units or common areas of the property.

- iii. **Damage.** The Tenant and Household Members shall ensure that there is no destruction, defacing, damaging, or removing of any part of the dwelling unit or premises, or HACC's fixtures or appliances contained therein.



All electrical, plumbing, sanitary, heating, ventilating, air conditioning, elevators, and other facilities or appliances on the premises are to be used in a reasonable manner. The Tenant, Household Members, and Guests and Visitors shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so. The Tenant, Household Members, and Guests and Visitors shall not tamper with heating systems, appliances, locks, doors, light fixtures, security cameras, alarm systems, building security locks and doors, roof access doors, or make any alterations of any nature on or to the premises without specific written consent of HACC.

Tenant will be charged for the actual costs associated with any such damages or repairs and/or replacements if such repairs and replacements are necessitated by carelessness, misuse, or neglect.

- iv. **Alterations.** The Tenant shall not allow or make any alterations, changes, repairs, or remodeling of the premises or its equipment without prior written consent of HACC. In the event such consent is obtained and such changes or improvements are made by the Tenant, they shall become the property of HACC and shall remain on and in and be surrendered with the premises upon termination of this Lease unless HACC directs that all or part of them be removed, in which event they shall be removed by the Tenant and the premises restored as directed at the Tenant's expense. The Tenant agrees not to erect an antenna, install a fence, or change or add locks on the premises without prior written consent of HACC. The Tenant agrees not to use tacks, nails, screws, adhesives, or other fasteners in any part of the premises.
- v. **Smoke and Carbon Monoxide detectors.** Tenant acknowledges and HACC certifies that the dwelling is equipped with one or more smoke alarms and one carbon monoxide alarm, and that the smoke alarm(s), and carbon monoxide alarm if applicable, have been tested and are operable at this time. It is the Tenant's responsibility to test the smoke alarm(s), and carbon monoxide alarm if applicable, at least every six (6) months, contact HACC immediately upon discovery of dead or weak batteries, and notify HACC in writing of operating deficiencies. Because a disabled smoke or carbon monoxide alarm represents a very serious threat to the lives of the household and neighbors, Tenants, Household Members, Guests and Visitors may not remove or tamper with functioning or non-functioning smoke and/or carbon monoxide alarm(s), including but not limited to, disabling it by removing working batteries, and HACC may charge a fee of up to \$250.00 upon discovery of such conduct or terminate this lease.
- vi. **Compliance with Building Codes.** Tenant and Household Members shall comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

**D. HOUSING PROGRAM ELIGIBILITY.** The Tenant must at all times remain eligible for HACC public housing program.

**E. ASSIGNMENT AND SUBLEASING.** The Tenant shall not assign this lease or sublease the dwelling unit or any portion thereof.

**F. UTILITIES.** Tenant shall maintain electricity and natural gas directly from the utility providers, in the Tenant's name, and at the Tenant's expense, at all times. Tenant shall pay for electricity and natural gas directly to the utility provider and ensure that sufficient payments are made to the provider to prevent the provider from turning off electricity and natural gas to the dwelling unit. Tenant is responsible for payment of any combination of these utilities which may vary among different properties.

HACC shall charge the Tenant for any excess charges from utility or service providers that result from Tenant's consumption of excess utilities, or excessive garbage/waste disposal. Such charges will be determined by the HACC and posted in the lobby of HACC under "HACC Schedule of

Surcharges". Surcharges shall be in amount in excess of the utility allowance stated in this lease. The imposition of charges for consumption of excess utilities is permissible only if such charges are determined by an individual check meter servicing the leased unit or result from the use of major tenant - supplied appliances.

In the event that Tenant's electricity or natural gas utility accounts are left in HACC's name and/or paid by HACC at any time during the tenancy, then Tenant shall repay HACC in full for such utility payments.

**G. REPAYMENT AGREEMENTS.** Pursuant to ACOP Section 13-III(C) and 16-III(B), Tenant's failure to comply with the terms of a repayment agreement is grounds for termination of this lease.

**H. REEXAMINATION.**

- i. **Frequency of reexamination.** The Tenant's eligibility for occupancy, dwelling unit size, and rent have been determined by an analysis of the Tenant's household composition and family income pursuant to HACC's ACOP and federal regulations.

Tenant shall submit to reexaminations by HACC as follows:

1. Annually at, during or near the month indicated in Section 1 of this lease; or if tenant is on a flat rent method – at least every 3 years.
2. Upon the Tenant reporting any material changes to the household as described by paragraph ii of this section;
3. Upon the Tenant's reasonable request; or,
4. Upon HACC's reasonable concern that information provided by the Tenant is incorrect or has changed.

ii. **Tenant reporting:**

The Tenant shall notify HACC of any change in household composition, employment, income, deductions, and other relevant factors within 7 calendar days following any change.

The Tenant shall furnish HACC with all information and certifications regarding family composition and income as may be necessary for HACC to make determinations regarding rent, eligibility, and appropriateness of dwelling size.

If HACC determines the amount of rent payable by the Tenant, not including determination of HACC's schedule of Utility Allowances for families in HACC's public housing program, or determines that the Tenant must transfer to another unit based on family composition, HACC shall notify the Tenant in writing. The Tenant may ask for an explanation stating the specific grounds of HACC determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under HACC grievance procedure which can be found in the ACOP.

**I. ACCEPTANCE OF HACC LEASE AMENDMENTS.** Upon written notice that HACC is revising the lease, which shall be given to the Tenant at least 60 calendar days before the lease revision is scheduled to take effect, and the notice specifying a reasonable time within which the Tenant must accept the lease revision and must accept amendments and modifications to the lease. Failure to accept lease revisions, amendments or modifications will result in termination.

**J. TENANT REPRESENTATIONS.** Tenant understands and acknowledges that submission of any false or incorrect information to HACC, whether by misrepresentation or omission, is a violation of this lease and will result in the termination of this lease. If any information supplied in conjunction with the application

for this dwelling unit, reexamination, or otherwise is later found to be false, this is grounds for termination of the tenancy.

**K. PETS AND SERVICE ANIMALS.** All pets and service, assistive 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 addendum to this Lease Agreement.

**8. HACC OBLIGATIONS.** HACC agrees to each of the following obligations:

- A. To maintain the dwelling unit and the premises in decent, safe, and sanitary condition;
- B. To comply with requirements of applicable building codes, housing codes, and federal regulations materially affecting health and safety;
- C. To make necessary repairs to the dwelling unit;
- D. To keep buildings, facilities, and common areas of the premises, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition;
- E. 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 by HACC;
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the dwelling unit by the Tenant;
- G. To supply running water and sewer; and
- H. To notify the Tenant of the specific grounds for any proposed adverse action by HACC. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities).

**9. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY.** In the event the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the Tenant and the HACC shall have the following rights and obligations:

- A. The tenant shall immediately notify the HACC of the damage; and
- B. The HACC shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; and
- C. The Tenant shall promptly remove all personal belongings from the unit as needed to facilitate prompt and complete repairs. In the event the Tenant is unable to promptly remove his belongings from the premises, the HACC is authorized, after 48-hour written notification to the Tenant, to remove all such belongings to a secure location; and
- D. The HACC shall make such repairs within a reasonable time, provided that, if the damage was caused by the Tenant, his household or his guests, the reasonable cost of the repairs shall be charged to the Tenant pursuant to Section III.E. of this Lease; and
- E. In the event repairs are not made in accordance with Paragraph D of this Section or alternate accommodations are not provided in accordance with Paragraph B of this Section, the Tenant's obligation to pay rent as provided in Section III.A. of this Lease shall abate in proportion to the seriousness of the damage and the loss in value as a dwelling unit, except that no abatement or rent shall occur if the Tenant rejects the alternative accommodations or if the damage was caused by the Tenant, his household or his guests.

**10. LEASE AMENDMENTS.** This lease may be modified at any time by written agreement of the Tenant and HACC.

**11. LEASE ENFORCEMENT AND TERMINATION**

**A. TERMINATION BY TENANT.** Tenant may not terminate this lease during the first 30 days of tenancy in the above-referenced dwelling unit. Tenant may terminate the lease thereafter by giving 30 days' advance written notice.

**B. TERMINATION BY HACC**

i. **Grounds for termination of the tenancy.** HACC may terminate the tenancy for:

1. Serious or repeated violation of material terms of the lease, including but not limited to the following:
  - a. Failure to make payments due under the lease;
  - b. Failure to fulfill Tenant obligations, as described in the lease;
2. Being over the income limit for the program, as provided in 24 CFR 960.261; or,
3. Other good cause including but not limited to, the following:
  - a. Criminal activity or alcohol abuse;
  - b. Discovery of facts that, if known, would have made the tenant ineligible for housing;
  - c. Discovery of material false statements or program abuse by the tenant in connection with an application for assistance or with reexamination of income;
  - d. Failure of a Tenant or Household Member to comply with the community service requirement provisions of part 24 CFR § 960, subpart F - as grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve-month lease term; or
  - e. Failure to accept HACC's offer of a lease revision to an existing lease that is on a form adopted by HACC in accordance with 24 CFR § 966.3; with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.

ii. **Lease termination notice.**

1. **Timing of notice.** HACC must give written notice of lease termination of:

- a. At least 14 days in the case of failure to pay rent;
- b. A reasonable period of time, but not less than 24 hours, considering the seriousness of the situation:
  - i. If the health or safety of other Tenants, HACC employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - ii. If the Tenant or any Household Member has engaged in any drug-related criminal activity or violent criminal activity; or
  - iii. If the Tenant or any Household Member has been convicted of a felony;
- c. For all other cases, at least 30 days per ORS 90.392 applies.

2. **Content of notice.** The notice of lease termination to the Tenant shall state specific grounds for termination, and shall inform the tenant of the tenant's right to make such reply as the tenant may wish. The notice shall also inform the tenant of the right to examine HACC's documents directly relevant to the termination or eviction.

When HACC is required to afford the tenant the opportunity for a grievance hearing, the notice shall also inform of the tenant's right to request a hearing within 10 business days from the date on the letter, in accordance with HACC's grievance procedure. If you request a grievance hearing your lease will not terminate until after the hearing process is completed.

When HACC is not required to afford the tenant the opportunity for a hearing, the notice of lease termination must state that the tenant is not entitled to a grievance hearing on the termination. The notice will also state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.

## 12. OTHER CONDITIONS

- A. LEASE LANGUAGE.** Regardless of whether the lease language is written in the singular or plural, the lease terms and conditions shall apply to all individuals with responsibilities under this lease regardless of their number. If the context so requires singular pronouns shall be taken to mean and include the plural.
- B. SEVERABILITY.** The provisions of this lease are severable. Severable means that if any part of the lease is held invalid, then other parts of the lease shall remain effective if they do not depend on the part that was declared invalid. In the same way, if application of the lease or part of the lease to any person or situation is declared invalid, then the remainder of the lease shall still apply to that person or situation, and the whole lease shall still apply to other people or situations.
- C. REQUESTS FOR REASONABLE ACCOMODATION.** All requests for an accommodation by HACC, as required by the Federal and State Fair Housing Acts, should be made orally or in writing to HACC, specifying the nature of the requested accommodation. If Tenant is unable to complete a written request, HACC will provide auxiliary aids or assistance with completion of a written request. The Tenant may, at any time during the tenancy, request reasonable accommodation for a disabled household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.
- D. HANDICAPPED-ACCESSIBLE DWELLING UNITS OCCUPIED BY NON-HANDICAPPED HOUSEHOLDS.** Some HACC units are designed to be used by a person requiring the use of a wheelchair. To increase housing for all low-income households, these dwelling units may be leased to a household without a member who is disabled. If this unit is needed by a family requiring wheelchair access, the Tenant agrees to surrender possession of this dwelling unit to HACC and move to another HACC dwelling unit. The provisions of this Section apply only if the dwelling unit is a handicapped-accessible unit adapted for wheelchair access and occupied by a household not requiring wheelchair access.
- E. DOMESTIC VIOLENCE.** HUD's regulations in 24 CFR part 5, subpart L, apply, if a current or future tenant is or becomes a victim of domestic violence, dating violence, or stalking, as provided in 24 CFR part 5, subpart L.
- F. GRIEVANCE PROCEDURE.** All eligible disputes concerning the obligations of the Tenant or HACC shall be resolved in accordance with HACC Grievance Policy. The HACC Grievance Procedure is included as an addendum as part of this lease.
- G. TENANT LOSS OR INJURY.** Except to the extent required by law, HACC shall not be liable for damages of any kind caused by the lack of heat, refrigeration, or other services to the premises arising out of any accident, act of God, act of nature or occurrence beyond the control of HACC. The Tenant shall be limited to the rights and remedies specified in the Oregon Tenant and landlord law. *HACC strongly urges the Tenant to obtain renter's insurance covering personal property.* Tenant is *not* a

beneficiary of any of HACC's insurance policies. All personal property in the dwelling unit, designated storage areas, parking areas, and common areas shall be at the risk of the Tenant. Except to the extent required by law, HACC is not liable in any manner for loss or damage due to fire, water, theft, the elements, act of God, act of nature or action by a third party. Except to the extent required by law, HACC and its employees and agents are not liable for any injury to any person or property caused in any way by the use of the dwelling unit, building, common areas, or premises of which the dwelling unit is a part or while using any of the common area equipment or while going to and from the common areas of the premises.

- H. ABANDONMENT OF PERSONAL PROPERTY.** Any items of personal property left by a Tenant, Household Member, Guest or Visitor on the premises after termination of the tenancy by any means shall be considered abandoned and will be disposed of as provided by law.
- I. WAIVER.** No delay or failure by HACC in exercising any right under this lease, and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless expressly provided herein or as required by law.
- J. COMPLETE AGREEMENT.** This lease agreement, and applicable policies, rules, and regulations for the premises, and any other written addenda executed by the parties on or after the date of this lease, contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein.

**13. SIGNATURES.**

WE HAVE READ THIS LEASE AND AGREE TO ITS TERMS AND CONDITIONS.

Head of Household: \_\_\_\_\_  
Signature Date

Co-Tenant: \_\_\_\_\_  
Signature Date

HACC Representative: \_\_\_\_\_  
Signature Date

Copy of Lease Addendums Received \_\_\_\_\_ (Head of Household Initials)