

# **Addendum A - Grievance Policy**

## **GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS**

### **A. Purpose and scope.**

The purpose of this subpart is to set forth the requirements, standards and criteria for a grievance procedure to be established and implemented by public housing agencies (PHAs) to assure that a PHA tenant is afforded an opportunity for a hearing if the tenant disputes within a reasonable time any PHA action or failure to act involving the tenant's lease with the PHA or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status. [56 FR 51579, Oct. 11, 1991]

### **B. REQUIREMENTS [24 CFR 966.52]**

PHAs must have a grievance procedure in place through which residents of public housing are provided an opportunity to grieve any HACC action or failure to act involving the lease or HACC policies which adversely affect their rights, duties, welfare, or status. HACC must not only meet the minimal procedural due process requirements provided under the regulations, but must also meet any additional requirements imposed by local, state or federal law.

HACC grievance procedure must be included in, or incorporated by reference in, the lease.

#### **HACC Policy**

HACC grievance procedure will be incorporated by reference in the tenant lease.

HACC must provide at least 30 days' notice to tenants and resident organizations setting forth proposed changes in HACC grievance procedure, and provide an opportunity to present written comments. Comments submitted must be considered by HACC before adoption of any changes to the grievance procedure by the HACC.

#### **HACC Policy**

Residents and resident organizations will have 30 calendar days from the date they are notified by HACC of any proposed changes in HACC grievance procedure, to submit written comments to HACC.

HACC must furnish a copy of the grievance procedure to each tenant and to resident organizations.

### **C. DEFINITIONS [24 CFR 966.53; 24 CFR 966.51(a)(2)(i)]**

There are several terms used by HUD with regard to public housing grievance procedures, which take on specific meanings different from their common usage. These terms are as follows:

**Grievance** – any dispute which a tenant may have with respect to HACC action or failure to act in accordance with the individual tenant's lease or HACC regulations which adversely affect the individual tenant's rights, duties, welfare or status.

**Complainant** – any tenant whose grievance is presented to HACC or at the project

management office.

**Due Process Determination** – a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.

**Expedited Grievance** – a procedure established by HACC for any grievance or termination that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment or HACC's public housing premises by other residents or employees of HACC; or
- Any drug-related criminal activity on or off the premises

**Elements of Due Process** – an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
- Right of the tenant to be represented by counsel
- Opportunity for the tenant to refute the evidence presented by HACC including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have
- A decision on the merits

**Hearing Officer/Panel** – an impartial person or persons selected by HACC, other than the person who made or approved the decision under review, or a subordinate of that person. The individual or individuals do not need legal training.

**Tenant** – the adult person (or persons) (other than a live-in aide)

- Who resides in the unit, and who executed the lease with HACC as lessee of the dwelling unit, or, if no such person now resides in the unit,
- Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit

**Resident Organization** – includes a resident management corporation

#### **D. APPLICABILITY [24 CFR 966.51]**

Grievances could potentially address most aspects of a HACC's operation. However, there are some situations for which the grievance procedure is not applicable.

The grievance procedure is applicable only to individual tenant issues relating to HACC. It is not applicable to disputes between tenants not involving the HACC. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of HACC.

If HUD has issued a due process determination, HACC may exclude from HACC grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of HACC

Any violent or drug-related criminal activity on or off such premises

In states without due process determinations, PHAs must grant opportunity for grievance hearings for all lease terminations, regardless of cause, with the following exception: PHAs may use expedited grievance procedures for the excluded categories listed above. The expedited grievance procedures are described in Section 14-III-E below.

If HUD has issued a due process determination, HACC may evict through the state/local judicial eviction procedures. In this case, HACC is not required to provide the opportunity for a hearing under HACC's grievance procedure as described above.

#### HACC Policy

The PHA is located in a HUD-declared due process state. Therefore, the PHA will not offer grievance hearings for lease terminations involving criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA, or for violent or drug-related criminal activity on or off the premises.

See Chapter 13 for related policies on the content of termination notices.

### **E. INFORMAL SETTLEMENT OF GRIEVANCE [24 CFR 966.54]**

HUD regulations state that any grievance must be personally presented, either orally or in writing, to HACC office or to the office of the housing development in which the complainant resides so that the grievance may be discussed informally and settled without a hearing.

#### HACC Policy

HACC will accept requests for an informal settlement of a grievance either orally or in writing, to HACC office within 10 business days of the grievance event. Within 10 business days of receipt of the request HACC will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant.

If a tenant fails to attend the scheduled meeting without prior notice, HACC will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

HUD regulations require that a summary of such discussion will be prepared within a reasonable time and one copy will be given to the tenant and one retained in HACC's tenant file.

The summary must specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and will specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

#### HACC Policy

HACC will prepare a summary of the informal settlement within 5 business days; one copy to be given to the tenant and one copy to be retained in the HACC's tenant file.

## **F. PROCEDURES TO OBTAIN A HEARING**

### **Requests for Hearing and Failure to Request**

#### HACC Policy

The resident must submit a written request for a grievance hearing to HACC within 5 business days of the tenant's receipt of the summary of the informal settlement.

If the complainant does not request a hearing, HACC's disposition of the grievance under the informal settlement process will become final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest HACC's action in disposing of the complaint in an appropriate judicial proceeding.

### **Scheduling of Hearings [24 CFR 966.56(a)]**

If the complainant has complied with all requirements for requesting a hearing as described above, a hearing must be scheduled by the hearing officer/panel promptly for a time and place reasonably convenient to both the complainant and HACC. A written notification specifying the time, place and the procedures governing the hearing must be delivered to the complainant and the appropriate HACC official.

#### HACC Policy

Within 10 business days of receiving a written request for a hearing, the hearing officer will schedule and send written notice of the hearing to both the complainant and HACC.

HACC may wish to permit the tenant to request to reschedule a hearing for good cause.

#### HACC Policy

The tenant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, HACC may request documentation of the "good cause" prior to rescheduling the hearing.

### **Expedited Grievance Procedure [24 CFR 966.52(a)]**

HACC may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves:

Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the PHA, or

Any drug-related criminal activity on or near such premises

In such expedited grievances, the informal settlement of grievances as discuss in 14-III.D is not applicable.

HACC may adopt special procedures concerning expedited hearings, including provision for expedited notice or scheduling, or provisions for expedited decision on the grievance.

#### HACC Policy

The PHA will not offer expedited grievance procedures.

### **G. SELECTION OF HEARING OFFICER/PANEL [24 CFR 966.53(e)]**

The grievance hearing must be conducted by an impartial person or persons appointed by HACC, other than the person who made or approved HACC action under review, or a subordinate of such person. The PHA must describe their policies for selection of a hearing officer in their lease.

#### HACC Policy

HACC grievance hearings will be conducted by a single hearing officer and not a panel. HACC has designated hearing officers.

HACC must describe their policies for selection of a hearing officer in their lease forms. Changes to the Public Housing lease are subject to a 30-day comment period (24 CFR 966.4).

### **H. PROCEDURES GOVERNING THE HEARING [24 CFR 966.56]**

#### **Rights of Complainant [24 CFR 966.56(b)]**

The complainant will be afforded a fair hearing. This includes:

The opportunity to examine before the grievance hearing any HACC documents, including records and regulations that are directly relevant to the hearing. The tenant must be allowed to copy any such document at the tenant's expense. If HACC does not make the document available for examination upon request by the complainant, HACC may not rely on such document at the grievance hearing.

#### HACC Policy

The tenant will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of HACC documents no later than 12:00 p.m. on the business day prior to the hearing.

The right to be represented by counsel or other person chosen to represent the tenant and to have such person make statements on the tenant's behalf.

#### HACC Policy

Hearings may be attended by the following applicable persons: An HACC representative(s) and any witnesses for HACC The tenant and any witnesses for the tenant

The tenant's counsel or other representative

Any other person approved by HACC as a reasonable accommodation for a person with a disability

The right to a private hearing unless the complainant requests a public hearing.

The right to present evidence and arguments in support of the tenant's complaint, to

controvert evidence relied on by HACC or project management, and to confront and cross-examine all witnesses upon whose testimony or information HACC or project management relies.

A decision based solely and exclusively upon the facts presented at the hearing.

### **Failure to Appear [24 CFR 966.56(c)]**

If the complainant or HACC fails to appear at a scheduled hearing, the hearing officer/panel may make a determination to postpone the hearing for no more than five business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and HACC must be notified of the determination by the hearing officer/panel: Provided, That a determination that the complainant has waived his/her right to a hearing will not constitute a waiver of any right the complainant may have to contest HACC's disposition of the grievance in an appropriate judicial proceeding.

There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and are no fault of their own.

#### HACC Policy

If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 30 minutes. If the tenant appears within 30 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 30 minutes of the scheduled time, they will be considered to have failed to appear.

If the tenant fails to appear and was unable to reschedule the hearing in advance, the tenant must contact HACC within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

"Good cause" is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

### **General Procedures [24 CFR 966.56(d), and (e)]**

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter HACC must sustain the burden of justifying HACC action or failure to act against which the complaint is directed [24 CFR 966.56(d)].

The hearing is conducted informally by the hearing officer/panel. HACC and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint and to question any witnesses.

#### HACC Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

**Oral evidence:** the testimony of witnesses

**Documentary evidence:** a writing which is relevant to the case, for example, a letter written to HACC. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes or symbols or combinations thereof.

**Demonstrative evidence:** Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

**Real evidence:** A tangible item relating directly to the case.

*Hearsay Evidence* is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If HACC fails to comply with the discovery requirements (providing the tenant with the opportunity to examine HACC documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence.

Other than the failure of HACC to comply with discovery requirements, the hearing officer has the authority to overrule any objections to evidence.

The complainant or HACC may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript [24 CFR 966.56(e)].

#### HACC Policy

If the complainant would like HACC to record the proceedings by audiotape, the request must be made to HACC by 12:00 p.m. on the business day prior to the hearing.

HACC will consider that an audio tape recording of the proceedings is a transcript.

#### **Accommodations of Persons with Disabilities [24 CFR 966.56(f)]**

HACC must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

If the tenant is visually impaired, any notice to the tenant which is required in the grievance process must be in an accessible format.

See Chapter 2 for a thorough discussion of HACC's responsibilities pertaining to reasonable accommodation.

#### **Limited English Proficiency (24 CFR 966.56(g))**

HACC must comply with HUD's LEP Final Rule in providing language services throughout the grievance process.

### **I. DECISION OF THE HEARING OFFICER/PANEL [24 CFR 966.57]**

The hearing officer/panel must issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the decision must be sent to the complainant and the HACC. HACC must retain a copy of the decision in the tenant's folder. A log of all hearing officer decisions must also be maintained by HACC and made available for inspection by a prospective complainant, his/her representative, or the hearing officer/panel [24 CFR 966.57(a)].

### HACC Policy

In rendering a decision, the hearing officer will consider the following matters:

**PHA Notice to the Family:** The hearing officer will determine if the reasons for the HACC's decision are factually stated in the notice.

**Discovery:** The hearing officer will determine if the family was given the opportunity to examine any relevant documents in accordance with HACC Policy.

**HACC Evidence to Support HACC Decision:** The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support HACC's conclusion.

**Validity of Grounds for Termination of Tenancy (when applicable):** The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations and HACC policies. If the grounds for termination are not specified in the regulations or in compliance with HACC policies, then the decision of HACC will be overturned.

The hearing officer will issue a written decision to the family and HACC no later than 10 business days after the hearing. The report will contain the following information:

#### **Hearing information:**

Name of the complainant

Date, time and place of the hearing Name of the hearing officer

Name of HACC representative(s) Name of family representative (if any) Names of witnesses (if any)

**Background:** A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who held it, and a summary of the results of the informal settlement. Also includes the date the complainant requested the grievance hearing.

**Summary of the Evidence:** The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.



**Findings of Fact:** The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

**Conclusions:** The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold HACC's decision.

**Order:** The hearing report will include a statement of whether HACC's decision is upheld or overturned. If it is overturned, the hearing officer will instruct HACC to change the decision in accordance with the hearing officer's determination. In the case of termination of tenancy, the hearing officer will instruct HACC to restore the family's status.

### **Procedures for Further Hearing**

#### HACC Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of HACC will take effect and another hearing will not be granted.

#### **Final Decision [24 CFR 966.57(b)]**

The decision of the hearing officer/panel is binding on HACC which must take the action, or refrain from taking the action cited in the decision unless HACC Board of Commissioners determines within a reasonable time, and notifies the complainant that:

The grievance does not concern HACC action or failure to act in accordance with or involving the complainant's lease on HACC policies which adversely affect the complainant's rights, duties, welfare, or status; or

The decision of the hearing officer/panel is contrary to Federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and HACC

#### HACC Policy

When HACC considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to HACC Board of Commissioners within 10 business days of the date of the hearing officer's decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant within 10 business days of this decision.

A decision by the hearing officer/panel, or Board of Commissioners in favor of HACC or which denies the relief requested by the complainant in whole or in part must not constitute a waiver of any rights, nor effect in any manner whatsoever, any rights the complainant may have to a subsequent trial or judicial review in court [24 CFR 966.57(c)].

**SIGNATURES:**

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

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

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

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

Copy of Lease Addendum Received: \_\_\_\_\_ (Head of Household Initials)

SAMPLE

## Addendum B - Violence Against Women

**VIOLENCE, DATING VIOLENCE  
OR STALKING**

**U.S. Department of Housing  
and Urban Development  
Office of Housing**

OMB Approval No. 2502-0204  
Exp. 6/30/2017

### LEASE ADDENDUM

#### VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT:	LANDLORD: HOUSING AUTHORITY OF CLACKAMAS COUNTY	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

#### **Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

#### **Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

#### **Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

#### **VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant \_\_\_\_\_

Date \_\_\_\_\_

Landlord \_\_\_\_\_

Date \_\_\_\_\_

## Addendum C - HACC Community Rules

*All Tenants shall ensure that the conduct of themselves, their household members, guests, and visitors comply with the terms of the lease and of the community rules described below.*

1. **Noise** – Noise or conduct that disturbs the quiet enjoyment of other Tenants is not permitted at any time. Between 10:00 p.m. and 8:00 a.m., no noise may be emitted from the dwelling unit that can be heard outside the unit. This includes stereos, radios, televisions, loud talking, etc.
2. **Alcohol** – It is not permissible to possess any open container of alcoholic beverage, consume any alcoholic beverage in any common area, or abuse alcohol in such a way that interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants.
3. **Smoking and Vaping**– No smoking and/or vaping whatsoever is permitted in designated non-smoking buildings. In designated non-smoking buildings, smoking and/or vaping is prohibited in any interior common areas, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, 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 managing agents the guarantor of Tenant's health or of the smoke free condition of the non- smoking portions of the Property per Federal regulations.
4. **Parking** – At properties with off-street parking, all off-street parking is governed by rules and regulations in HACC Parking Policy and property specific parking rules. All vehicles parked in the off- street parking must be in running condition capable of operating legally on the street, properly licensed and insured. Any vehicle not complying with these standards may be towed at the Tenant's expense. Storage of unused vehicles, boats, trailers, campers, canopies and automobiles is prohibited. If the property has off-street visitor parking, visitors may only park in designated stalls during posted times.
5. **Pets** –No animals are allowed on the premises without prior written HACC approval, a completed and signed Pet and Service/Assistive/Companion Animal Agreement, and paid Pet deposit if applicable. Visitors are not permitted to bring any pets on to the premises. Feeding of stray, wild and/or feral animals is not allowed. Pet addendum rules are enforceable as part of this lease.
6. **Housekeeping** – Tenant shall keep all areas of the premises under control of the Tenant in every part as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the premises permits and to the extent that the Tenant is responsible for causing the problem. The unit must allow for adequate access through the unit as required by building safety codes and other applicable housing standards. No entrances, exits, windows or passageways may be blocked to prevent ingress and egress. Dust mops, rugs, tablecloths and clothing shall not be shaken, cleaned or left in any of the public areas or any window, door, deck or landing.
7. **Safety and disposal** – All household garbage must be placed in a bag, tied or otherwise closed, and placed inside the dumpster or garbage container. If property has recycling disposal containers, Tenant must separate and place recyclables in property disposal containers designated for the specific recyclable materials. With regard to needles, syringes and other infectious waste, as defined in ORS 459.386, the Tenant may not dispose of these items by placing them in garbage receptacles or in any other place or manner except as authorized by state and local governmental agencies. Tenant is responsible for removing large items and non-household garbage including but not limited to tires, car parts, old furnishings, and mattresses from the premises. These items may not be placed in or near waste disposal receptacles. Tenant must contact HACC to have items that have been infested with pests, such as bed bugs, removed from their unit.
8. **Proper use of plumbing** – Toilets, sinks and washbasins are to be used only for the purposes for which they were intended. No dust, rubbish, coffee grounds, sanitary napkins/tampons, grease, etc., are to be put into same. Tenants shall not cause any flooding in the unit and any repair costs incurred by HACC due to flooding caused by Tenants shall be Tenant's responsibility. Costs related to improperly draining plumbing due to incorrect use of fixtures or appliances will be charged to Tenant.
9. **Placement of pictures and decorative items** – Tenant may hang pictures and other decorative items inside of the dwelling unit only. Placement of pictures and decorative items – Tenant may hang pictures and other decorative items inside of the dwelling unit only. Use only picture hooks with a small nail that goes into the wall at an angle to

hang pictures, mirrors, and decorative items on the walls. DO NOT use anything that sticks to the wall.

- 10. Unauthorized installations** – Except for pictures and decorative items on walls as described above, nothing may be installed on the walls, ceilings or in the windows without prior written consent of Landlord. Also, without prior written consent of Landlord, nothing (pictures, planters, signs, placards, etc.) may be affixed to the exterior of the unit or in the common areas of the residence buildings and only management supplied blinds or draperies may be visible in windows from the exterior.
- 11. Fire Sprinkler and Pipes** – If a fire sprinkler system is installed inside or outside of the unit, Tenant shall not hang any items from sprinkler heads and pipes, or otherwise block sprinkler heads and pipes. If Tenant breaks or damages sprinkler head/pipes due to misuse from hanging items or tampering with sprinkler heads or pipes, Tenant is responsible for any associated damages and repair costs.
- 12. Storage** – Storage is permitted in designated areas only. Tenant agrees not to store any personal property outside the dwelling unit or outside of designated storage areas. Personal storage within the Tenant's dwelling unit may not block access ways throughout the unit.
- 13. Patios and porches** – Only outdoor furniture, potted plants, and barbeques (provided they comply with fire safety and are consistent with Oregon law and Community Rule 14) are permitted on patios and porches. Upholstered furniture and any flammable items—including but not limited to fire pits and tiki torches—may not be used or stored on balconies, porches, common areas, patios or in yards. Patios, porches, and common area hallways are not to be used for general storage (including bicycles, exercise equipment, and other items) or laundry clotheslines. Nothing may be affixed to or perched atop railings.
- 14. Barbeques** –Tenants must receive explicit written approval from Landlord prior to use of barbeques in common area, balconies, porches, yards, and/or other areas under the control of tenant to ensure that their usage complies with City, County and State laws, regulations, codes or ordinances. For some properties, Fire Code may prohibit the use of many barbeques unless the area is protected by a fire sprinkler system or the adjacent building surfaces are non-combustible. In the event permission is granted, Tenants must use all relevant safety precautions and extinguish all fires after use.
- 15. Yard/Garage sales** – Tenant is not permitted to have a yard sale, post notices about personal items for sale, or hold any public sale in the interior or exterior common area of the premises or in their yard (if applicable) without prior written consent of the Landlord.
- 16. Yard maintenance (*Scattered Sites Only*)** – Tenant will maintain the assigned shrubs and lawn, including regular mowing and weeding during the summer months and raking of leaves in the fall unless Tenant has an approved reasonable accommodation to be exempt from such duties.
- 17. Satellite dishes/antennas** – Satellite dishes and/or antennas will be allowed only in strict compliance with the HACC Satellite Dish Policy and applicable law. Tenant will obtain a letter of permission or a waiver from property management to install wiring or other fixtures for cable television services.
- 18. Air conditioners** – Air conditioners are permitted only with a signed Air Conditioner Agreement. Tenant must provide and maintain their air conditioner unit. Their air conditioner and the method of installation of the air conditioner must be in compliance with HACC's Air Conditioner policy.
- 19. External structures** – Tenant shall not use, erect or maintain any wading or swimming pool or any play structure, including but not limited to any swing set, slide, trampoline, or climbing apparatus without prior written consent.
- 20. Bicycles, skateboards, etc.** – All wheeled apparatus will be ridden in a safe and courteous manner as noted in posted areas. Wheeled apparatus may not be ridden on sidewalks, pedestrian areas, grass, or planted areas in such a manner as may cause damage to the premises, create unsafe conditions, interfere with access, intimidate or threaten others, or interfere with the peaceful enjoyment of other Tenants or guests.
- 21. Laundry facilities** – If applicable, the laundry and its facilities shall be used only for washing and drying of the usual personal and household articles. No cleaning with inflammable materials or dyeing of clothes in washing machines will be permitted. If Tenant uses laundry dryers they must clean the dryer lint trap before and after every use. Laundry facilities are to be used only during the hours posted and are for Tenant use only. Entry doors to the laundry room shall not be propped open.
- 22. Elevators & Other Building Equipment:** Damaging, defacing or abusing HACC property or equipment may result in a lease violation or termination and financial responsibility for repair of all damages.

**23. Verbal Threats to Staff and/or Neighbors:** No Tenant, visitor(s) of any Tenant, or anyone under a Tenant's control shall under any circumstance, verbally or physically threaten HACC staff or persons accompanying HACC staff and/or neighbors, visitors or guest of the property.

**24. Waterbeds or Aquariums** – Waterbeds or Aquariums are not permitted without written permission of the Landlord.

**25. Additional rules** – Tenant, occupants and guests shall follow all posted rules for use of common areas, playgrounds, parks, parking areas, and recreational facilities.

**SIGNATURES:**

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

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

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

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

Copy of Lease Addendum Received: \_\_\_\_\_ (Head of Household Initials)

## Addendum D – Pets, Service and Companion Animals

### **SELECT ONE**

PET     COMPANION ANIMAL     SERVICE ANIMAL     NO PET, SERVICE OR COMPANION ANIMAL

### **Pets and Service Animals in HACC Housing**

A domesticated animal kept for pleasure rather than utility may be approved to be present in HACC owned or HACC-assisted units as:

**A. Pets** or

**B. Service, Assistive, or Companion Animals** as a HACC-approved Reasonable Accommodation for a person experiencing a disability.

#### **A. PET RULES**

The following rules shall govern the keeping of pets in and on properties owned, operated or assisted by HACC. This is inclusive of all properties HACC owns and manages. HACC permits the individual ownership of common household pets, but requires that this ownership not interfere with the rights of neighbors and Tenants to clean, quiet, and safe surroundings. No feral (untamed or wild) animals will be approved.

Important: A Tenant must provide required documentation as requested and receive HACC approval before bringing any pet to his/her leased unit. Failure to comply with HACC requirements may result in eviction action.

All Tenants are permitted ownership of common household pets, upon approval of HACC, with the understanding that the Tenant will adhere to the following requirements.

#### 1. Permitted Ownership

##### a. Dog

- Maximum number - one (1)
- Maximum adult weight - under 25 pounds or under 20" high, head to floor
- Must be housebroken
- Must be spayed or neutered. HACC will not approve a dog (puppy) which is too young (under 8 weeks old) to be spayed or neutered.
- Must have all required vaccinations.
- Must be currently licensed at all times per State law and local ordinance. Species of dogs not permitted as pets: German shepherd, Rottweiler, Doberman pinscher, Pit Bull, Chow, Spitz; a mix of these breeds; dogs trained to attack; or others, as HACC may determine.

##### b. Cat

- Maximum number - one (1)
- Maximum adult weight - under 25 pounds or under 20" high, head to floor
- Must be spayed or neutered. HACC will not approve a cat (kitten) which is too young to be spayed or neutered.
- Must have all required vaccinations.
- Must be trained to use a litter box or other waste receptacle
- Must be indoor only.

- c. Fish (see Waterbed and Aquarium rule)
- d. Bird
- e. Guinea Pig
- f. Hamster
- j. Turtle
- k. Others, as otherwise determined appropriate by HACC.

A Tenant agrees to keep no more than one cat or one dog. Tenant may own 2 birds (as under prior agreement) or Tenant may keep a maximum of 2 other small animals. For instance: 2 turtles, or 1 combination set such as 1 guinea pig and 1 hamster, or 1 rabbit and 1 turtle, etc.

## 2. Documentation and Approval

A Tenant must provide required documentation as requested by HACC and receive HACC approval before bringing any pet to his/her leased HACC unit. A color photo of any pet will be placed in the Tenant's file. The Tenant must always keep vaccinations and licenses current. The Tenant must be prepared to present this information, whenever requested. Failure to do so may result in eviction action concerning the Tenant. HACC requires the following information:

- Licensure with Clackamas County
- Vaccination against rabies, distemper, parvo virus, others as applicable
- Certification of neutering/spaying
- Documentation of present weight and height
- Color photo of pet

## 3. Deposit

A Tenant must pay HACC \$200 as a pet deposit when the pet is approved. This deposit is refundable at the time Tenant moves or disposes of the pet, less any charges for pet-related damage or costs incurred by HACC for pet disposition. HACC does not accept partial payments or installment payment of Pet Deposits.

## 4. Pet Restraint

- a. A pet must be kept inside the Tenant's apartment, or if outside, always kept on a leash, secured in surrounding yard, as applicable to the site, and always under the continuous and complete control of the owner or handler. No pet is allowed in common areas except for leaving and/or entering a Tenant's dwelling. No pet is allowed to be loose on the site, roadways, or in surrounding areas. When transported outside the unit, but not leashed, the pet must be carried in an enclosed pet carrier.
- b. All other animals are to be confined in an appropriate enclosure or aquarium: maximum capacity: 20 gallons. The Tenant may not construct cages, containers, perches, etc. outside the unit or anywhere on the development site, unit porch, or yard areas.

## 5. Pet Care

- a. A Tenant must provide care for his/her pet in compliance with the Lease. Pets of non-



HACC Tenants are not permitted on HACC sites. Tenants must not feed or water stray animals. Pets are only to be fed and cared for inside the respective pet owner's unit.

- b. A Tenant must promptly dispose of pet waste (including litter) by placing it in a closed bag, and placing it in a proper trashcan or dumpster on-site. Pet waste may not be placed in any garbage chute or toilet facility. If HACC cleans up animal waste from HACC's property, from a neighbor's property, or from the pet owner's property, the Tenant owner of the identified pet will be charged.
  - c. HACC has the right to inspect a pet owner's unit for compliance with Pet Rules. Examples are: (1) when violation of the pet agreement is suspected; (2) when the conduct or condition of a pet constitutes a nuisance or a threat to the health, safety or peaceful enjoyment of the premises by other Tenants or persons in the community, and/or an "emergency situation" appears to exist; (3) if there are concerns for the pet's well-being, and/or (4) if there is suspected damage to the unit. HACC will notify the Tenant of this inspection in accordance with the Tenant Lease.
  - d. Dogs & Cats must wear evidence of current vaccination and/or licensing.
  - e. Pets and assistance animals shall not be permitted to interfere with the peaceful enjoyment of other Tenants or neighbors by barking, howling, biting, scratching or exhibiting other nuisance activities or behavior.
  - f. It is the Tenant's responsibility to make arrangements for the care of pets when Tenant is absent, and to notify HACC of these arrangements. A pet may not be left unattended for an unreasonable period of time. "Unreasonable" will depend on the circumstances of each case and the nature of the pet. If HACC determines that a concern or a pet rule violation exists, HACC will notify the owner. If the owner cannot be reached, HACC may contact the "person to call in emergency" listed on the pet registration/authorization form to attend to, or remove the animal. If HACC is unable to reach either above person, HACC may contact any authorized state or local agency to take custody of the animal. HACC accepts no responsibility for pets which need to be removed.
6. Pet-Related Liability Insurance (Renter's Insurance)

A pet owner may be liable for any injury or damage his/her pet causes to the person or property of another Tenant, neighbor, HACC visitor, guest or staff person, or to HACC property. It is strongly recommended that a Tenant, who owns a pet, purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of his/her choice.

7. Visiting Pets - Visiting pets are not permitted under any circumstances.

## **SERVICE/ASSISTIVE and COMPANION ANIMAL RULES**

1. The following rules shall govern the keeping of Service, Assistive, and Companion (SAC) animals in and on properties owned, operated and assisted by HACC. HACC permits the individual ownership of Service, Assistive, and Companion animals, but requires that this

ownership not interfere with the rights of neighbors and Tenants to clean, quiet, and safe surroundings. The SAC animal owner must agree to these rules.

SAC animals are not pets. HACC's Disability Coordinator must approve the presence of a SAC animal as a reasonable accommodation for a disabling condition. A Tenant experiencing a disability must provide required documentation and make arrangements with HACC before bringing the SAC animal to his/her leased HACC-assisted unit. Failure to do so may result in eviction action concerning the Tenant.

## 1. Permitted Ownership

- a. **Service Animal** (animal trained for a specific function or service to a disabled person) (i.e. hearing dog, Seeing Eye dog, etc.) The need for the service animal must be physician-documented.

Must be housebroken

Must have all required vaccinations, see list below

Must comply with State law and local ordinance.

HACC must approve the presence of service animals (otherwise excludable as in section **A. 1** above.)

- b. **Assistive Animal** (animal trained to provide specific assistance to a disabled person, i.e. trained for assistance with walking, balance, or for self-care, such as trained chimpanzee, etc.) Need must be documented.

Must have all required vaccinations, see list below

Must comply with State law or local ordinance.

Must be housebroken

- c. **Companion Animal** (animal providing specific need to a disabled individual) The need for the companion animal must be documented.

## 2. Documentation and Approval

Some Tenants experiencing a disability rely on a SAC animal. The SAC animal must be approved through the Reasonable Accommodation request process. HACC's Disability Coordinator will review this request. A Tenant must provide required documentation to and must receive approval from HACC before bringing SAC animal to his/her leased HACC unit. A color photo of the SAC animal will be placed in the Tenant's file.

## 3. Deposit

HACC does not require a deposit for a SAC-approved animal. However, when a Tenant moves or no longer needs the SAC animal, the Tenant is responsible for any charges for SAC animal-related damage or costs incurred by HACC for repair or disposition of the SAC animal.

## 4. SAC Animal Restraint

- a. The SAC animal must be kept inside the Tenant's unit, or if outside, always kept on a leash, secured in surrounding yard, as applicable to the site, and always under the continuous and complete control of the owner or handler. No SAC animal is allowed in common areas except for leaving and/or entering a Tenant's dwelling, or while directly providing assistance to the owner with a disability. No SAC animal is allowed to be loose on the site, roadways, or in

surrounding areas.

b. SAC animals that are transported outside the unit, but are not leashed, must be carried in a proper enclosed pet carrier. A Tenant may not construct cages, containers, perches, etc. outside the unit or anywhere on the development site, unit porch, or yard areas for the SAC animal.

## 5. SAC Animal Care

a. A SAC animal is permitted as a reasonable accommodation for a person with a disability when approved by HACC. The owner of a SAC animal must care for the animal in a Lease-compliant manner. Only a specific designee shall assist the disabled Tenant in the care of the SAC animal. Tenants may not care for the SAC animals of non-HACC Tenants. The SAC animal shall not be left in the care of another HACC Tenant in that Tenant's unit.

b. SAC animals are only to be fed and cared for inside the respective owner's unit. A Tenant must promptly dispose of SAC animal waste (including litter) by placing it in a closed bag, and placing it in a proper trashcan or dumpster on-site. SAC animal waste may not be placed in any garbage chute or toilet facility. If HACC cleans up animal waste from HACC's property, from a neighbor's property, or from the SAC animal owner's property, the Tenant owner of the identified SAC animal will be charged.

c. HACC has the right to inspect a SAC animal owner's unit for compliance with these SAC Rules. Examples are: (1) when violation of this agreement is suspected; (2) when the conduct or condition of an SAC animal constitutes a nuisance or a threat to the health, safety or peaceful enjoyment of the premises by other Tenants or persons in the community, (3) if there are concerns for the SAC animal's well-being, or (4) if there is suspected damage to the unit.

d. The SAC animal shall not be permitted to interfere with the peaceful enjoyment of other Tenants or neighbors by barking, howling, biting, scratching or exhibiting other nuisance activities or behavior.

e. It is the Tenant's responsibility to make arrangements for care of SAC animals when the Tenant is absent, and to notify HACC of these arrangements. The SAC animal may not be left unattended for an unreasonable period of time. "Unreasonable" will depend on the circumstances of each case and the nature of the SAC animal. If HACC determines that a concern or a rule violation exists, HACC will notify the owner. If the owner cannot be reached, HACC may contact the "person to call in emergency" listed on the Reasonable Accommodation approval form, to attend to, or remove the animal. If HACC is unable to reach either above person, HACC may contact any authorized state or local agency to take custody of the animal, or HACC may enter the unit and remove the animal. HACC accepts no responsibility for SAC animals so removed.

## 6. SAC Animal-Related Liability Insurance (Renter's Insurance)

A SAC animal owner may be liable for any injury or damage his/her animal causes to the person or property of another Tenant, neighbor, HACC visitor, guest or staff person, or to HACC property. It is strongly recommended that a Tenant, who owns a SAC animal, purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of his/her choice.

**SIGNATURES:**

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

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

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

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

Copy of Lease Addendum Received: \_\_\_\_\_ (Head of Household Initials)

SAMPLE

## Addendum E - Safety

**Warning!!** HACC and its agents cannot be responsible for watching and supervising children's activities. Various state and federal laws prohibit HACC from imposing rules and regulations which discriminate against children. **Therefore, parents and those persons having care, custody or control of children are responsible for the supervision, safety and well-being of those children.** Following are some areas of the property that may pose special dangers to children and other individuals who may not be aware of the risks. This list is not meant to cover all possible dangers that may be present.

### Windows

- Open windows present a potential risk for falling.
- Window screens are intended solely to keep bugs out. They are not intended to support a person's weight or prevent a person or object from falling from an open window.
- There is a risk of serious injury or death if a person leans against a screen or if an object is left leaning against a screen.
- Parents must keep their children from sitting or playing on window sills, and for child safety, should keep windows shut and locked when children are left unattended.
- Keep furniture and other objects on which a child can climb away from windows.
- Window stops and other devices that restrict a window from opening are not provided by HACC because of the dangers associated with fire and the requirement that occupants can escape. If Tenant desires to use such devices they must be approved by HACC before being installed. Tenant accepts full responsibility for the safe use of such devices.
- Do not block windows in any way that would prevent exit in the event of a fire.

### Use of Appliances

- Stoves, ovens, and fireplaces can cause burns and start fires if not properly used and attended.
- Hot water can cause burns if not properly used and attended.
- Children can turn on stove burners and ovens. Never place anything on the stove, burners, or in the oven except when cooking.
- Never allow anything, except approved plugs that are in good repair, to be placed in electrical sockets.

### Parking Lots

- Moving vehicles can cause serious injury or death. It is hard to see any person moving around vehicles.
- Riding bicycles, tricycles, skate boards, etc. in the parking area increases the risk to children because they may not be able to control their movements and are not easily seen.
- Playing in or around vehicles is dangerous.

### Dumpsters and Trash Compactors

- Dumpsters can move or fall, causing injury or death.
- Trash or items in the dumpster can fall causing injury or death.
- Trash in or around the dumpster may contain dangerous items such as broken glass, chemicals or sharp objects.
- Trash compactors include machinery that can cause serious injury or death if improperly used

### Water

- Any location where water pools more than one inch deep poses the risk of drowning.
- Danger can be present with bathtubs, sinks, buckets, fountains, streams, and ponds.

### Play Areas

- Improper use of play equipment can cause injury or death.
- Any damaged or improperly working play equipment should be reported to HACC immediately.

### Balconies, Decks and Second Story Walkways

- Small children can crawl through railings.
- No one should climb on or over railings.

- Throwing objects from balconies, decks and walkways can cause injury or death to persons below.
- Do not place furniture or other objects on which a child can climb on or near railings.
- Keep all stairways clear of debris or obstructions.
- Report any damaged or loose railings to HACC immediately.

**All other terms and conditions of said Tenant Lease, except as herein modified, remain in effect.**

**SIGNATURES:**

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

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

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

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

Copy of Lease Addendum Received: \_\_\_\_\_ (Head of Household Initials)

## Addendum F- Mold and Mildew Addendum

Mold growth may occur where there is too much moisture, too little moisture removal or cold surfaces. To reduce potential mold growth, Tenant(s) agree to the following guidelines:

- Keep humidity indoors low, such as by:
  - Using bathroom fans during and after bathing/showering. If there is no fan, open a window for ventilation.
  - Using kitchen fan when cooking or boiling. If there is no fan, open a window for ventilation.
  - Covering fish tanks.
  - Keeping a minimal number of houseplants.
- Keep indoor temperature moderately warm during the fall and winter. As low temperatures promote mold growth, keep the room temperature year around above 60 degrees, such as by:
  - Keeping the heat on in all rooms of your unit during colder months.
  - Keeping closet doors open.
  - Preventing cold surfaces by opening your blinds/shades during the day.
  - Allowing at least one inch between walls and furniture to allow for air movement and warming of surfaces.
- Immediately take care of any spills or overflow from tubs, showers, sinks, etc. Thoroughly dry any spills onto carpets, floors or rugs.
- Keep any ventilation systems clean and open to facilitated air flow. Do not tamper with ventilation systems or dehumidifiers and report any malfunctions immediately to Management.
- Notify Management immediately if you notice any excess moisture, including water leakage or running water.
- Clean often and thoroughly:
  - If mold does appear inside your unit, immediately scrub with soap and water, then rinse and dry.
  - Check and clean window tracks.
  - If mold reappears or you are unable to remove it, report the mold immediately to management.

**The Tenant(s) understands and agrees that failure to comply with this Mold & Mildew Addendum shall constitute a material non-compliance with the Rental Agreement. Tenant(s) will be financially responsible for all damage resulting from his/her failure to comply with this Mold & Mildew Addendum. HACC strongly recommend the Tenant to obtain renter's insurance.**

**All other terms and conditions of said Tenant Lease, except as herein modified, remain in effect.**

**SIGNATURES:**

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

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

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

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

Copy of Lease Addendum Received: \_\_\_\_\_ (Head of Household Initials)

SAMPLE



# Addendum G - Parking Rules

## RULES FOR PARKING OF MOTOR VEHICLES

### 1. **HACC may designate parking spaces.**

At HACC developments, which have parking lots, HACC may designate, by markings and/or signs, allowable uses for the space in the lots. Designations may include, but are not limited to, tenant parking, visitor parking, HACC staff parking, disabled parking, no parking, etc. Any space not otherwise marked is hereby designated for tenant parking only.

### 2. **Vehicle Registration.**

On-site parking of Tenant-controlled vehicles is restricted to one vehicle per household. A Tenant must register with HACC the vehicle s/he wishes to park on-site. Registration is available for a vehicle owned by a Tenant. All registered vehicles must display a HACC parking tag: either hanging from the rear view mirror or a sticker in the lower left corner of the rear window, or, for motorcycles, in a visible location.

### 3. **Storage and Repairs are prohibited.**

Storage of boats, trailers, campers, canopies, automobiles, and anything else is prohibited in the parking areas. Repair of vehicles in the parking areas is prohibited.

### 4. **Vehicles which may be parked.**

- a) A vehicle which is currently licensed and operable and which properly displays a current valid HACC registration sticker in the development at which the Tenant lives; and/or
- b) A vehicle parked in designated VISITOR PARKING space by a non-Tenant who is visiting Tenants. Parking in these spaces is limited to the posted number of hours at any one time unless otherwise approved by HACC.

### 5. **Vehicles which may not be parked.**

- a) A vehicle which is inoperable
- b) A vehicle which is not registered with HACC, or which does not properly display a current valid HACC registration sticker;
- c) A vehicle which is blocking the free flow of traffic through any parking areas;
- d) A vehicle which is parked in a fire lane;
- e) A vehicle which is creating a hazard to any Tenant, Tenant's property, HACC employee, or HACC property;
- f) A vehicle which is parked in a VISITORS PARKING space for more than the posted number of hours at any one time, unless otherwise approved by HACC;
- g) A vehicle being repaired;
- h) A vehicle being stored on the lot;
- i) A vehicle parked outside a designated space;
- j) A vehicle parked in an inappropriate space, for example, a Tenant-controlled vehicle parked in a VISITOR PARKING space; a visitor's vehicle parked in a TENANT PARKING space; or a Tenant or visitor vehicle parked in a "HACC Staff Only" parking space, or
- k) A vehicle registered at another HACC development.

### 6. **Vehicles to be impounded; Notice.**

Any vehicle found to be in violation of these rules is subject to being impounded at the owner's risk and expense. Before impounding, a 72-hour warning notice, with opportunity to correct, will be affixed to a HACC registered vehicle. **Vehicles in violation of any other rule may be immediately impounded without prior notice, although at HACC's discretion, it may affix a "notice" to such vehicles for informational or tracking purposes.**

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

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

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

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

Copy of Lease Addendum Received: \_\_\_\_\_ (Head of Household Initials)

# Addendum H - Smoke Free Policy

## SMOKE-FREE POLICY

In accordance with HUD regulations, the Housing Authority of Clackamas County has adopted these smoke-free policies. The policies are effective as of April 1, 2012. Any provisions not specified, will go into effect at the execution of the new lease.

Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures. Smoking is also prohibited in outdoor areas within 25 feet from public housing and administrative office buildings.

This policy applies to all employees, Tenants, household members, guests, and service persons. Tenants are responsible for ensuring that household members and guests comply with this rule.

The term "smoking" means any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited tobacco product in any manner or any form. Prohibited tobacco products include water pipes or hookahs.

Violation of the smoke-free policy constitutes a violation of the terms of the public housing lease. Consequences of lease violations include termination of tenancy.

### **HACC POLICIES**

#### **Designated Smoking Areas (DSA)**

A designated smoking area is defined as an area where smoking is permitted. All other areas, including all units, on HACC's property is non-smoking and policy will be enforced.

Tenants may not discard smoking products on the property or outside designated smoking areas with receptacles.

#### **Electronic Nicotine Delivery Systems (ENDS)**

Electronic Nicotine Delivery Systems (ENDS) include e-cigarettes, nicotine inhalers, and all vaping devices.

Use of ENDS is not permitted in public housing units, common areas, or in outdoor areas within 25 feet from housing and administrative buildings.

#### **Effective Date**

HACC's effective date(s) of this smoke-free policy is/are as follows:

The smoke-free policy will be effective for all Tenants, household members, employees, guests, and service persons on April 1, 2012. Any provisions not specified, will go into effect at the execution of the new lease.

The smoke-free policy will take effect at the next annual lease renewal for each Tenant household. Tenants must execute a smoke-free lease addendum as part of the annual lease renewal process. Regardless of the lease renewal date, all Tenants must be in compliance with the smoke-free policy no later than July 30, 2018.

**Enforcement**

HACC must enforce smoke-free policies when a Tenant violates this policy. When enforcing the lease, HACC will provide due process and allow Tenants to exercise their right to an informal settlement and formal hearing. HACC will not evict a Tenant for a single incident of smoking in violation of this policy. As such, HACC will implement a graduated enforcement framework that includes escalating warnings. Prior to pursuing eviction for violation of smoke-free policies, HACC will take specific, progressive monitoring and enforcement actions, while at the same time educating tenants and providing smoking cessation information. The lease will identify the actions that constitute a policy violation, quantify the number of documented, verified violations that warrant enforcement action, state any disciplinary actions that will be taken for persistent non-responsiveness or repeated noncompliance, and state how many instances on noncompliance will constitute a violation. Tenancy termination and eviction will be pursued only as a last resort. HACC may terminate tenancy at any time for violations of the lease and failure to otherwise fulfill household obligations if Tenant behavior disturbs other Tenants' peaceful enjoyment and is not conducive to maintaining the property in a decent, safe, and sanitary condition.

Repeated violation of the smoke-free policy may rise to the level of other good cause for termination of tenancy. If the Tenant commit repeated violations of the smoke-free policy, HACC will give 30 days' plus 3 days for mailing, written notice or, if state or local law allows less than 30 days, such shorter notice will be given.

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

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

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

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

Copy of Lease Addendum Received: \_\_\_\_\_ (Head of Household Initials)

## **Addendum I - PEST CONTROL**

It is our goal to maintain the highest quality living environment for our Tenants. We have inspected the unit prior to move-in and we have found there to be no rodents or pest infestations, and it is our hope that it remains that way. Tenants have an important role in preventing and controlling pests. While the presence of pests is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by facilitating the identification of pests, minimizing an infestation, and limiting the spread.

Tenant acknowledges that all furnishings and other personal property that will be moved into their residence are free of bed bugs or cockroaches. Tenant agrees to maintain the premises in a manner that prevents infestation of pests' on the premises.

Tenant agrees to uphold their responsibility in part by complying with the following list of responsibilities:

1. Tenant shall practice good housekeeping, including the following:

A. Tenant shall remove clutter. Reducing clutter makes it possible to follow sound housekeeping practices and reduces places where pests, particularly bed bugs and cockroaches, can nest and hide.

B. Tenant shall keep their residence clean, vacuuming, mopping hard surfaces and dusting regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes and furniture. While cleaning, Tenants should look for signs of bed bugs and cockroaches, and report these immediately.

C. Tenant will inspect any second hand furniture, especially beds and mattresses, and ensure that it is free of pests before bringing it onto the premises.

D. Tenant shall not bring discarded items onto the premises or into their residence.

2. Tenant shall report any problem immediately; specifically, Tenant shall:

Report any signs of pests, especially bed bugs, immediately. Do not delay in reporting since pests can multiply rapidly and create a significant infestation.

Report any maintenance needs immediately. Rodents, bed bugs and cockroaches prefer to hide in cracks, holes and other openings. Report any openings to management immediately to inspect and seal if necessary. Cockroaches are also drawn to moisture. Report any leaks or moisture problems immediately.

3. Tenant shall cooperate with pest control measures, including:

Pest Management Professionals must be given access to a rental residence upon reasonable (48 hour) notice to perform inspections. Inspections are necessary for everyone's health and safety, and it is a critical first step in our Integrated Pest Management protocol.

Tenants who require treatment for bedbugs, cockroaches and other infestations must comply with treatment preparation instructions prior to the date and time of the scheduled treatment specified on the 48-hour notice to enter.

4. Tenant shall not sell, give away or leave infested furniture or other items in any common areas of the property, in any other residence in the building, or set them next to a dumpster. If you need to dispose of infested items contact your building's office staff for the appropriate way to dispose of these items. There will be no disposal charges to Tenants for any pest infested items disposed of in accordance with our Pest Management Professionals' recommendations.

5. If the Tenant's residence cannot be treated due to the tenant's failure to properly prepare their unit or refusing access to their unit, HACC shall initiate lease enforcement actions against the Tenant and the Tenant shall be held responsible for all costs incurred by HACC up to the time of treatment or eviction.

Tenant agrees that violation of any of the terms of this addendum constitutes a material noncompliance with the Rental Agreement and is grounds for eviction and/or other legal action by Owner/Agent. Pest control protocol may change as new research developments occur.

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

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

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

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

Copy of Lease Addendum Received: \_\_\_\_\_ (Head of Household Initials)

## Addendum J - POOL - WADING POLICY & RULES

Tenants may have wading pools within the lawn of their residence if all members of the household, visitors and guests comply with the following rules for safety:

1. A responsible adult must be present at the pool when in used by children.
2. Immediately after each use the pool must be drained and stored on the patio in an upright position.
3. Pool must be used in different areas of your residence to prevent killing off grass.
4. Pool sizes may vary but the volume of water may not exceed 225 gallons.

The following penalties will be used in case of violation of this wading pool policy:

First Violation = Warning letter

Second Violation = Permanent Removal of Pool

I understand and agree to all the adding pool requirements, policy and penalties. I understand and will be held liable for any mishaps and/or damages including personal injury or drowning and damage to property caused by a wading pool in use at my residence.

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

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

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

Copy of Lease Addendum Received: \_\_\_\_\_ (Head of Household Initials)

## **Addendum K - GRILLING & FIRE SAFETY RULES**

1. No amount of flammable liquids in any type container should be kept in tenant storerooms/sheds.
2. Amounts required for maintenance operations may be kept by the management if in proper containers. For portable containers, this would be safety cans.
3. If an amount greater than five gallons is required, it must be kept in a proper container in an inside storage room. The storage room should have a one hour fire resistive construction, proper electrical and heating equipment, vents, explosion relief, etc.
4. Fire doors must not be blocked open. This includes doors opening onto stairwells, fire doors dividing basements and other sections of the building, furnace doors, storage room doors, access to trash chute rooms, and similar locations. It is strongly recommended such doors be marked with an appropriate sign, such as "FIRE DOOR, DO NOT BLOCK OPEN." This could be either a sign attached to the door or painted directly on the door. Such signs will be required where continued violations are found.
5. No storage is permitted in stairwells and exit ways. This includes bicycles, tricycles and baby carriages in particular.
6. No storage of any type is permitted in heating and air conditioning rooms or areas around water heaters of those residences having individual units.
7. Storage rooms must be kept in a neat and orderly condition. Old newspapers, rubbish, and trash shall not be stored unless in covered metal containers.
8. Lint from dryers is also a possible fire hazard. Commercial dryers must have a vent from the drying chamber directly to the outside. When ordinary home dryers are used and lint is not properly disposed, outside venting will be required.
9. Residence building numbers must be clearly posted and visible from the street.
10. It is required that all smoke detectors and carbon monoxide (CO<sub>2</sub>) detectors be tested monthly. A written record of these inspections must be kept on file, and a copy of the annual inspection of all smoke detectors must be forwarded to the Fire Marshal's Office.
11. Upon written request of the Tenant to the HACC, a smoke detector assigned for the deaf or hearing impaired must be furnished to all occupants who are hearing impaired or deaf.

### **MAINTENANCE**

The HACC shall be responsible for the safe and proper maintenance of the building, structure, premises, or lot at all times. In all new and existing buildings and structures, the fire protection equipment, means of egress, fire and smoke alarms, devices and safeguards required by the fire prevention code and other jurisdictional ordinances, shall be maintained in a safe and proper operating condition.



**TENANT RESPONSIBILITY**

If an occupant of a building creates conditions in violation of the fire prevention code by virtue of improper storage, handling and use of substances, materials, devices and appliances, the occupant can be held responsible for the abatement or removal of such conditions.

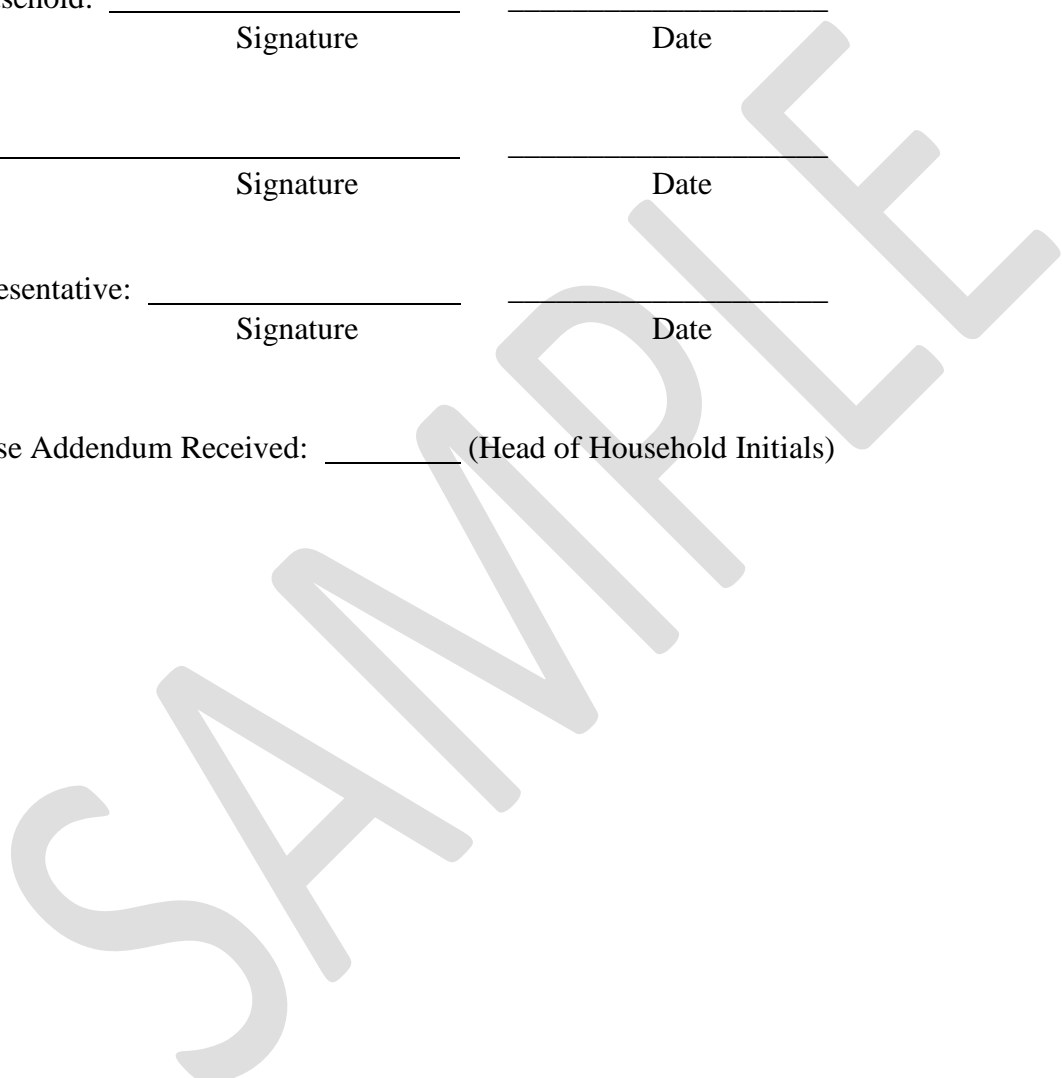
**WE HAVE READ THIS LEASE ADDENDUM AND AGREE TO ITS TERMS AND CONDITIONS.**

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

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

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

Copy of Lease Addendum Received: \_\_\_\_\_ (Head of Household Initials)



# Addendum L - WEAR & TEAR

## Normal Wear and Tear vs Damage

Normal Wear and Tear is different than Tenant caused Damage. Normal Wear and Tear occurs naturally over time. Tenant Damage isn't a result of aging but is a result of negligence, carelessness or abuse. Normal Wear and Tear is required to be paid for by the landlord and Tenant Damage is not.

See the table below for examples of Normal Wear and Tear vs Tenant Damage.

## Differences between Normal Wear and Tear vs Damage

Type of Material	Average Useful Life	Normal Wear and Tear (Landlord's Responsibility)	Tenant Damage (Tenant's Responsibility)
Carpet	10 years	Gently worn carpets that show some worn patches but no holes or stains	Pet caused damage such as heavily stained carpets and ripped carpeting
Hardwood Flooring	25 years	Fading of flooring due to sunlight exposure	Deeply scratched hardwood floors or pieces of the hardwood missing
Tile Flooring	25 years	Dirty grout surrounding the tiles	Broken or chipped tiles or missing tiles
Windows	20 years	Lightly scratched glass and worn, loose hardware	Broken glass, ripped screens, broken window hardware
Countertops	20+ years	Scratches and light watermarks	Chipped countertops, burnt areas, and/or multiple stains
Walls	Lifetime	Cracks in the walls caused by settling	Holes in the walls, damage from hanging pictures
Paint	3 years	Fading paint from sunlight and minor scuffing from daily use	Paint that has been scribbled on, unauthorized paint colors

## Normal Wear and Tear vs Damaged Carpet

It's the landlord's responsibility to keep the property free of hazards. If the carpet has worn out over the years and has become a trip hazard, it should be replaced by the landlord. But, if the carpet has been ripped or has excessive fraying, it will be considered tenant caused damage; the tenant will be responsible for the full cost to replace it. If the security deposit is not enough to cover the cleaning/replacing of the carpet, the tenant will receive a bill for the remainder of the cost.

Stained Carpet (i.e., pet damage, food, dirt, etc.) is considered tenant-caused damage and can also be deducted from the security deposit. State laws vary on landlord tenant laws regarding security deposits but generally, the landlord needs to get a repair quote from a licensed contractor and send the tenant an itemized list of the damage. If the security deposit is not enough to fully cover the cleaning/replacing of the carpet, the tenant will receive a bill for the remainder of the cost.

The length of carpet's useful life is 10 years. After 10 years, the landlord is responsible for replacing carpet that is in bad condition.

# Normal Wear and Tear vs Damaged Paint

Peeling paint, sun damage, or a small number of scuffs are considered Normal Wear and Tear and the landlord should touch them up between tenants. Ceiling paint usually lasts longer should be touched up when a leak occurs or on an as-needed basis.

If the paint has holes in it, excessive scuff marks or other marks such as drawings or scribbles, it is considered tenant-caused damage and the tenant will be responsible for the full cost.

## Tenant Caused Damage Charges:

- **Cleaning charges:** They will be based upon the condition of the unit at move-out:

1. Clean & Ready to re-rent = no charge.
2. Minor Clean (2-4 hours) = 25% of total HACC cleaning cost.
3. Standard Clean (5-6 hours) = 50% of total HACC cleaning cost.
4. Heavy Clean (7-8 hours) = 75% of total HACC cleaning cost.
5. Excessive Clean (Over 8 hours) = 100% of total HACC cleaning cost.

**General maintenance and repairs** shall be charged at \$23.00 per hour. Materials will be charged at a reasonable cost.

- **Painting, strip & wax of flooring, and carpet cleaning/replacement:** These are prorated charges based on a 3 year tenancy (see example below):
  - 3 years = 36 months
  - $36 - (\text{Actual}) 14 (\text{year tenant occupied unit}) = 22$
  - $22 \div 36 = .61\%$  Pro-rate of actual cost.
  -

First coat of paint for a tenancy in excess of 3 years will not be charged to the tenant. However, if the unit needs more than one coat of paint due to tenant caused reasons (e.g. residue and smell from tobacco products, soot build up due to candles and/or burning incense, walls painted color other than HACC's standard color, excessive holes), the unit will be fully painted and the full cost will be charged to the tenant regardless of length of tenancy.

- **Carpets/flooring:** If these are less than 10 years old and need to be replaced due to tenant damage, the full replacement cost will be charged to the tenant. Repair or replacement charges will be prorated for a tenancy less than 10 years (see example below):
  - 10 years = 120 months
  - $120 (\text{Actual}) - 48 (\text{example}) = 72$
  - $72 \div 120 = .60\%$  Pro-rate of actual cost.
- **Windows Damage:** Window Frame damage/warpage: The full cost of replacing tenant cause damage to aluminum & vinyl windows frame will be charged to the tenant. The most common caused damage to windows is incorrectly installing Air conditioned units.

Blinds Damage or missing slats: The following will be considered tenant caused damage and will be a tenant charge:

- Broken slats carriers.

- Slats: Five slats damaged or missing.
  - Traverse rods: bent/ missing.
  - Screens: holes, bent or missing.
- **Doors damage:** The full cost of repairing or replacing damages to doors and/or jambs will be charged to the tenant.
- **Walls:** Holes over 1/4'' will be considered damage.

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

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

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

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

Copy of Lease Addendum Received: \_\_\_\_\_ (Head of Household Initials)

# APPENDIX

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

SAMPLE