



«PERSON\_ID»-172

### RESIDENTIAL LEASE AGREEMENT – PUBLIC HOUSING

**THIS LEASE AGREEMENT** (called the "Lease") is between the Homes for Good Housing Agency (called "Homes for Good") and the Resident(s) named below (called "Resident"), and becomes effective as of «Effective\_Date».

*All members of the household age 18 or older shall execute the lease.*

Name (First, MI, Last)	Relationship	Birthdate & Age	SSN
«NAME1»	«MEMBER_TYPE1»	«DOB1» («AGE1»)	«SSN1»
«NAME2»	«MEMBER_TYPE2»	«DOB2» («AGE2»)	«SSN2»
«NAME3»	«MEMBER_TYPE3»	«DOB3» («AGE3»)	«SSN3»
«NAME4»	«MEMBER_TYPE4»	«DOB4» («AGE4»)	«SSN4»
«NAME5»	«MEMBER_TYPE5»	«DOB5» («AGE5»)	«SSN5»
«NAME6»	«MEMBER_TYPE6»	«DOB6» («AGE6»)	«SSN6»
«NAME7»	«MEMBER_TYPE7»	«DOB7» («AGE7»)	«SSN7»

#### 1. Description of the Parties and Premises

(a) Homes for Good, using information provided by the Resident about income, family composition, and needs, leases to Resident the dwelling unit (called "unit"), located at «Unit\_Street\_Num» «Unit\_Street1» «Unit\_Apt\_Num», «Unit\_City», «Unit\_State» «Unit\_Zip» to be occupied exclusively as a private residence by the Resident household.

Premises **must be occupied** as the Resident household’s **only** residence.

Any additions to the household members named on the lease, including live-in aides and foster children, must be approved, in advance, in writing, by Homes for Good. Such approval will be granted only if a proposed resident member passes Homes for Good's screening criteria. Resident agrees to wait for Homes for Good's approval before allowing additional persons to move into the unit. Failure on the part of Resident to comply with this provision is a material violation of the terms of the lease, for which Homes for Good may terminate the lease.

(b) Resident shall report immediately the removal, departure or deletion (for any reason) of any of the household members named on the lease.

#### 2. Definition of Terms

(a) Flat Rent: Flat rent is based on HUD’s fair market rent.

(b) HUD: U.S. Department of Housing & Urban Development





- (c) Tenant Rent: The monthly payment due as rent from the Resident to Homes for Good
- (d) Total Tenant Payment (TTP): Is the higher of:
  - (1) 30 percent of the Resident household's adjusted monthly income; or
  - (2) 10 percent of the Resident household's gross monthly income.
- (e) Utility Allowance: The estimated amount of the monthly cost for a reasonable use of utilities (by an energy-conservative household) necessary for a safe, sanitary, and healthful living environment. Utility allowances are not deducted from flat or fair market rent.
- (f) Utility Reimbursement: The amount, if any, of the utility allowance is higher than the Resident's **total tenant payment**. (Utility Reimbursements are not used if paying flat rent.)
- (g) Over Income: When the gross annual income for the household goes above the income limits set forth by HUD for eligibility of Public Housing assistance.
- (h) Fair Market Rent: The amount of rent that HUD has determined to be fair for a unit of similar size on the private market.

### 3. Lease and Amount of Rent

- (a) The term of the lease shall be one (1) year. Unless otherwise modified or terminated, the lease shall be renewed automatically for successive terms of one (1) year. Resident assumes possession of the dwelling unit for occupancy and rent as of «Move\_In».
- (b) Initial rent for the period «Move\_In» to «Eff\_Mo»/ XX/«Eff\_Yr» shall be \$[initial rent amount].
- (c) Thereafter, the rent of \$«Tenant\_Rent».00 per month shall be due and payable on the first (1st) day of each month, without demand or billing, and shall be delinquent after the seventh (7th) day of the month. A late charge of **\$50.00** may be assessed for rent paid after the seventh (7th) day of the month.
- (d) Flat rent is \$\_.00. The resident may choose to pay **flat rent** or an income-based rent. Except as provided by HUD, *Resident will be offered this choice once per year.* If Resident chooses **flat rent**, Homes for Good will not pay a utility reimbursement. Notifications of increases in flat rent will be provided in writing 90 days prior to the effective date of the change.
- (e) The stated rent amount shall remain in effect unless adjusted by Homes for Good, and shall be determined by Homes for Good in accordance with HUD regulations and Homes for Good policy.
- (f) When Homes for Good changes the amount of the Total Tenant Payment, Tenant Rent or Utility Reimbursement, Homes for Good shall give written notice to the Resident. The notice shall state the new amount, the date from which the new amount is applicable, and that the Resident may ask for an explanation of how the amount is calculated. Resident may also file a grievance in accordance with Homes for Good's Grievance Procedure for Residents.



- (g) In the event that a household goes over the income limit for two years, the household will be subject to a rent increase to Fair Market Rent. The current fair market rent for this unit is \$ [redacted]. Increases in fair market rent will be provided in writing 90 days prior to the effective date of the change.
- (h) In the event that a household chooses to pay income-based rent and their total tenant payment goes above the current rent they will be given a 30-day notice of rent increase. Should the resident's portion of the rent go above Fair Market Rent they will be given a 90-day notice of rent increase.

Flat Rent	Fair Market Rent	Income-Based Rent
\$ [redacted].00	\$ [redacted].00	Varies anywhere from \$0 to above Fair Market Rent, based on the household income

**4. Other Charges**

Resident is responsible for the payment of charges other than rent:

- (a) Maintenance -- The cost for services or repairs to the dwelling unit, common areas or grounds beyond normal wear and tear. Resident shall be charged for the cost of such services, in accordance with the Schedule of Maintenance Charges or based on the cost to Homes for Good for the labor and materials needed to complete the work.
- (b) Excess utility charges -- shall be assessed where utilities are provided by Homes for Good, for excess utility consumption (electricity, natural gas, water, sewer, or trash collection).
- (c) Installation charges for Resident-supplied air conditioners, ceiling fans or other Homes for Good-approved, Resident-supplied equipment installed by Homes for Good or Homes for Good's contractor.
- (d) Late charge -- A charge of \$50.00 for rent paid after the seventh (7th) day of the month.
- (e) Non-Sufficient Funds (NSF) charge – Homes for Good shall assess a charge of \$7.00 for each check, or \$4.00 for each electronic account debit not honored by the financial institution.
- (f) Court costs – If Homes for Good files in court for eviction, Resident will be assessed the cost of court-required filings and service of documents. Homes for Good may, at its discretion, assess a charge for any amounts awarded Homes for Good by action of the court or by operation of law.
- (g) Homes for Good shall provide written notice of the amount of non-rent charges. Charges are due and payable within fourteen (14) days of Resident's receipt of Homes for Good's written notice. The date of receipt shall be set at three (3) days from the date the notice is mailed. Non-payment of non-rent charges is a violation of, and grounds for termination of the lease.

**5. Payment Location:** Rent should be paid through an automatic deduction from the resident's bank account. If no bank account is available, and for all other charges, the resident shall pay by mail or in person at 300 West Fairview Drive, Springfield, Oregon, 97477 and shall be paid by check or money order. Homes for Good may require a Resident who has had a check returned for insufficient funds to pay only by cashier's check or money order.



## 6. Security Deposit

- (a) Resident Responsibilities: Resident agrees to pay **\$100.00** security deposit.
- (b) Homes for Good's Responsibilities: Homes for Good will use the security deposit at lease termination:
- (1) To pay the cost of any rent or other charges owed by Resident.
  - (2) To pay the cost of cleaning or repairing any intentional or negligent damages to the dwelling unit caused by Resident, household members or guests beyond normal wear-and-tear.
- (c) The security deposit will not be used to pay rent or other charges while Resident occupies the dwelling unit. No refund of the security deposit will be made until Resident has vacated, and Homes for Good has inspected the dwelling unit.
- (d) Homes for Good shall account for the security deposit within thirty-one (31) days of receiving possession of the unit. Homes for Good agrees to return the security deposit to Resident when s/he vacates, less costs indicated above. Homes for Good will furnish Resident with a written statement of costs for damages or other charges deducted from the security deposit.  
If Resident does not furnish Homes for Good with a forwarding address, Homes for Good will mail the security deposit accounting, along with any refund, if applicable, to the Resident's last known address (unit address).

## 7. Utilities and Appliances

- (a) Homes for Good will supply the utilities indicated by (X) below as part of the rent for the premises:
- Electricity     Natural Gas     Water     Sewer     Trash Collection
- (b) Resident will be responsible for establishing and maintaining, in Resident's name, the following utilities, indicated by (X) below, and must provide verification that service has been established in Resident's name at the unit address prior to executing this lease:
- Electricity     Natural Gas     Water     Sewer     Trash Collection
- Resident is also required to operate utility service on the premises in such a way as to prevent damage to the unit caused by (including, but not limited to): freezing of water pipes, or growth of mold or mildew due to insufficient heat or ventilation in the unit.
- (c) Homes for Good will not be liable for any failure of utility service beyond its control.
- (d) Homes for Good will provide a cooking range/oven, and a refrigerator. If the dwelling unit is equipped with a washer/dryer connection, Resident may install a Resident-provided washer or dryer without prior permission. Other major electrical appliances (e.g. air conditioner, freezer, additional refrigerator, etc.) may be installed and operated only with Homes for Good's prior, written approval.
- (e) If Resident resides in a development where Homes for Good does not supply electricity, natural gas, water, sewer, or trash collection, a utility allowance shall be established, appropriate for the size and type of dwelling unit, for Resident-paid utilities. If the utility allowance exceeds the Total Tenant Payment (TTP),



Homes for Good will pay to the utility service provider a utility reimbursement for the Resident's household equal to the amount the utility allowance exceeds the TTP each month. Homes for Good may change the amount of the utility allowance during the term of the lease, and shall give Resident 60 days' written notice of the revised amount. If Resident's actual utility bill exceeds the utility reimbursement, Resident shall be responsible for paying the excess charges to the utility service provider. Homes for Good shall pay to the utility provider **\$0.00** utility reimbursement for the period **«Move\_In»** to **«Eff\_Mo»/XX/«Eff\_Yr»**. Thereafter, a utility reimbursement of **\$0.00** per month shall be paid by Homes for Good to the utility provider.

- (f) Resident agrees not to waste Homes for Good-supplied utilities and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Resident also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.
- (g) Resident agrees to pay promptly any utility bills for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of service for such utilities. Resident also agrees to notify Homes for Good promptly of any termination, interruption, or change in billing or payment status for any utility service provided to the unit.
- (h) Resident's failure to maintain utility service at the unit, or actions or inactions that cause Resident's utility service at the unit to be billed to Homes for Good are a violation of this lease.

**8. Terms and Conditions:** The following terms and conditions of occupancy are made a part of the Lease:

- (a) Use and Occupancy of Dwelling: Resident shall have the right to exclusive use and occupancy of the dwelling unit for Resident and other household members listed on the lease. This provision permits Resident to have guests or visitors not exceeding a total of fourteen (14) overnight stays in any given 12-month period. Written permission may be granted by Homes for Good for an extension of this provision.
- (b) Ability to comply with Lease terms: If, during the term of this Lease, Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and Homes for Good cannot make any reasonable accommodation that would enable Resident to comply with the lease, Homes for Good or Resident will give required notice and Resident will move from the dwelling unit. At the time of admission, Resident must identify person(s) to be contacted if they become unable to comply with the terms of the lease.
- (c) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in the Lease is due each month until changed as described below:
  - (1) The Resident's status is to be reexamined each year. (Residents paying Flat Rent shall have their income reexamined every three years, and shall have their household composition reexamined annually.) At the annual re-certification, each Resident household member age 18 or older shall provide verification of their compliance with the eight (8) hour per month Community Service requirement.
  - (2) Resident promises to supply Homes for Good with accurate information about family composition; age of family members; income and source of income of all family members; assets; deductible expenses; community service activities; and related information necessary to determine eligibility, annual income,



adjusted income, and rent. Failure to supply such information is a serious violation of the terms of the lease and may cause Homes for Good to terminate the lease. All information must be verified.

- (3) Resident agrees to comply with Homes for Good's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. Homes for Good shall notify Resident of what actions Resident must take, and of the date by which any such action must be taken. Homes for Good may require Resident to provide Resident's or household members' personal or business income tax information (tax returns, authorization for tax return transcripts and/or related documents), and may access Resident's or household members' credit history reports. This information will be used to determine the amount of the Total Tenant Payment and Tenant Rent, and whether the dwelling size is appropriate for Resident's needs.
- (4) Changes in income must be reported within 30 days of receipt of the first payment. The addition of a child or removal of a household member must be reported within 14 days of the change. When adding an adult to the household the adult must be screened and approved by Homes for Good before they may move in. Failure to report changes in income in a timely manner may result in a rent increase and the family being held responsible for repayment of any overpayment of the subsidy. Failure to report changes in family composition in a timely manner or moving an adult in without prior approval may result in termination of lease agreement.
- (5) Rent will not change between regular reexaminations UNLESS:
  - (A) Resident requests and receives an interim decrease in rent.
  - B) Resident is participating in the Family Self Sufficiency program that requests and receives an interim increase in rent.
  - (C) Resident has misrepresented income, assets, or expenses.
  - (D) Rent formulas or procedures are changed by Federal law or regulation.
  - (E) The regular reexamination date may be changed to a date earlier than 12 months.
- (6) Resident will be notified in writing of any rent adjustment. The notice will state the effective date of the rent adjustment:
  - (A) A rent decrease will be effective on the first day of the month following the reported change in circumstances, provided Resident reported the change in a timely manner.
  - (B) A rent increase, when Resident reports the change of circumstances within 30 days of the date of occurrence, will be effective on the first day of the month following at least 30 days' notice (plus three (3) days if mailed).
    - (i) In the case where the rent increase for a family paying income-based rent goes above the fair market amount the family will be given a 90-day notice of the rent increase.
  - (C) In the case of a rent increase due to misrepresentation or failure to report a change in family composition, an increase in income, or any other circumstance resulting in an increase in rent, Homes for Good shall apply the increase in rent retroactively to the first of the month following the notice period a family for which would have been eligible had it be reported in a timely manner.



(d) Transfers

- (1) If Homes for Good determines the size or design of the dwelling unit is no longer appropriate, or if Homes for Good determines it is necessary to rehabilitate or demolish the Resident's current unit, Homes for Good shall send Resident at least 30 days' written notice, and Resident agrees to accept a new lease for a different dwelling unit of the appropriate size or design. Resident shall move to the dwelling unit assigned by Homes for Good, and shall vacate their previous unit within 14 days of signing the lease to their new unit. Rent for the previous unit will continue at the daily prorated flat rent until the unit is vacated and keys are returned to the agency.
- (2) Resident will be given one (1) day to move their belongings to their new unit, and to surrender possession of their previous unit without rent accruing on their new unit. After one day, rent will accrue on both units, and Resident will continue to be liable for rent on their previous unit until Resident surrenders possession of their previous unit.
- (3) If Resident refuses to move after proper notice has been given, or if Resident does not surrender possession of their previous unit within 14 days of the effective date of the lease to their new unit, Homes for Good may terminate this lease agreement.

**9. Homes for Good Obligations** - Homes for Good shall be obligated:

- (a) To maintain the dwelling unit and the complex in decent, safe and sanitary condition;
- (b) To comply with HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Resident 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;
- (f) To provide and maintain appropriate receptacles and facilities (except for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the premises by Resident as required by this Lease;
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage, EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Resident and supplied by a direct utility connection;
- (h) To notify Resident of the specific grounds for any proposed adverse action to be taken by Homes for Good against Resident.

**10. Resident's Obligations** - Resident shall be obligated:



- (a) Not to assign the Lease, nor sublease the dwelling unit. Resident must occupy the unit as their sole primary residence within 14 days of executing the lease and taking possession.
- (b) Not to give accommodation to boarders or lodgers; and not to give accommodation to long term guests (in excess of 14 days in a 12-month period) without Homes for Good's written consent. Homes for Good shall not unreasonably withhold consent for a longer term stay.
  - (ii) Resident agrees to not allow any individual who has received a Trespass Notice from Homes for Good onto or in any Homes for Good property
- (c) To use the unit solely as a private dwelling for Resident and Resident's household as identified in the Lease, and not to use or permit its use for any other purpose.
- (d) To abide by necessary and reasonable regulations put forth by Homes for Good for the benefit and well-being of Public Housing and its Residents. These regulations shall be posted in a conspicuous manner in the Public Housing office and are incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. These regulations include Homes for Good's House Rules for Public Housing, and Pet Policy & Rules (attached as addenda to this lease), and any regulations contained in Homes for Good's Statement of Policies Governing Admission to and Continued Occupancy of Public Housing.
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Resident and household.
- (f) To keep the dwelling unit and other such areas as may be assigned to Resident for exclusive use in a clean and safe condition.
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by Homes for Good, and to refrain from, and cause members of Resident's household or guests to refrain from littering or leaving trash and debris in common areas.
- (h) To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and equipment, including elevators.
- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or complex.
- (j) To pay reasonable charges for the repair of damages to the dwelling unit, complex buildings, facilities, or common areas caused by Resident, household members or guests.
- (k) To act, and cause household members or guests to act in a manner that will not disturb other Residents' peaceful enjoyment of the premises, and to maintain all Homes for Good property in a decent, safe, and sanitary condition.
- (l) To ensure that Resident, any member of the household, a guest, or another person under Resident's control, shall not engage in:
  - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or Homes for Good employees, or;





- (2) Any drug-related criminal activity (the illegal possession, manufacture, sale, distribution or use of a controlled substance; or possession of, with intent to manufacture, sell, distribute, or use, a controlled substance) on or off the premises. **Homes for Good has a zero-tolerance policy for any unlawful drug-related activity.**

Any criminal activity in violation of this lease shall be cause for termination of tenancy.

- (m) To make no alterations, repairs or redecorations (including repainting) to the interior of the dwelling unit or to any equipment, or install additional equipment or major appliances without written consent from Homes for Good. To make no changes to locks or install new locks on interior or exterior doors without Homes for Good's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit without authorization from Homes for Good (except as reasonably permitted by Homes for Good).
- (n) To give prompt prior notice to Homes for Good of Resident's absence from the dwelling unit for any period greater than seven (7) calendar days.
- (o) To act in a cooperative manner with neighbors and Homes for Good Staff. The family must not engage in abusive or violent behavior towards Agency personnel or neighbors, which includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- (p) Not to display, use, possess or allow members of Resident's household or guests to display, use or possess on Homes for Good property illegal firearms (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Oregon.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than for entering and exiting the dwelling unit.
- (s) To refrain from installing radio or television antennas or satellite receivers on or from any part of the dwelling unit, other than in a manner set forth by, and with the prior written approval of Homes for Good.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable ordinances and then only with Homes for Good's prior permission.
- (u) To refrain from, and cause members of Resident's household to refrain from keeping, maintaining, harboring, or boarding any animal in the dwelling unit except in accordance with Homes for Good's Pet Policy & Rules (including service/assistance and companion animals).
- (v) To remove from Homes for Good property any vehicles without a valid registration and decals. To refrain from parking any vehicle in a right-of-way or fire lane designated and marked by Homes for Good. Any inoperable or unlicensed vehicle will be removed from Homes for Good property at Resident's expense. Automobile repairs are not permitted on Homes for Good property.



- (w) To remove any personal property left on Homes for Good property when Resident vacates the dwelling unit. Property considered abandoned under Oregon law will be disposed of by Homes for Good, and the disposal costs shall be assessed against the former Resident.
- (x) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors.

**RESIDENT SHALL NOTIFY Homes for Good PROMPTLY OF KNOWN NEEDED REPAIRS**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the complex. Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

(y) Not to:

- (1) Commit fraud in connection with any Federal housing assistance program, or
- (2) Receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this lease.

If Resident or household members knowingly make or provide written documentation containing false or fraudulent statements, Resident will be considered to commit fraud.

## **11. Move-in and Move-out Inspections**

- (a) Move-in Inspection: Homes for Good shall inspect the dwelling unit prior to occupancy by Resident. Homes for Good will give Resident a written statement of the condition of the dwelling unit ("Exhibit A"), both inside and outside, and note any equipment provided with the unit. The statement shall be signed by Homes for Good and Resident and a copy of the statement retained in Resident's file. Homes for Good will correct any deficiencies noted on the inspection report, at no charge to Resident. After Resident has occupied the unit, Homes for Good will conduct, and Resident agrees to participate in a Maintenance Orientation, at which time discrepancies identified in "Exhibit A" will be reviewed. Resident agrees to notify Homes for Good, in writing, at or before the time of the Maintenance Orientation, of any discrepancies.
- (b) Move-out Inspection: Homes for Good will inspect the unit at the time Resident vacates and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or representative may join in such inspection, unless Resident vacates without notice. Resident must make acceptable arrangements with Homes for Good to participate.

**12. Unit Condition:** Homes for Good will inspect Resident's unit at least annually. Upon completion, Homes for Good will notify Resident in writing of any specific corrections required. Homes for Good will schedule a follow-up inspection within a reasonable time. Non-compliance with required corrections or with the conduct of any inspection shall be grounds for lease termination.

**13. Lead Safety:** Homes for Good shall provide Resident with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the lease.

**14. Defects Hazardous to Life, Health or Safety:** If the dwelling unit is damaged so that conditions are created that are hazardous to the life, health, or safety of the occupants:



(a) Homes for Good's Responsibilities:

- (1) Homes for Good shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Resident, provided, if the damage was caused by Resident, household members, or guests, the reasonable cost of the repairs shall be charged to Resident.
- (2) Homes for Good shall offer Resident a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. Homes for Good is not required to offer Resident a replacement unit if Resident, household members, or guests caused the hazardous condition.
- (3) Resident shall accept any replacement unit offered by Homes for Good.
- (4) In the event Homes for Good, as described above, cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Resident rejects alternative accommodations or if Resident, household members, or guests caused the damage.
- (5) If Homes for Good determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Resident, and Resident refuses alternative accommodations, this Lease shall be terminated.

(b) Resident Responsibilities:

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

## 15. Entry of Premises During Tenancy

(a) Resident Responsibilities:

- (1) Resident agrees that the duly authorized agent, employee, or contractor of Homes for Good will be permitted to enter Resident's dwelling during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
- (2) When Resident calls to request maintenance on the unit, Homes for Good shall attempt to provide such maintenance at a time convenient to Resident. If Resident is absent from the dwelling unit when Homes for Good comes to perform maintenance, Resident's request for maintenance shall constitute permission to enter.

(b) Homes for Good's Responsibilities:

- (1) Homes for Good shall give Resident at least 48 hours written notice that Homes for Good intends to enter the unit, unless Resident requests or gives permission for entry. Homes for Good shall enter only at reasonable times.



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

## 16. Notice Procedures

- (a) Resident's Responsibility -- Any notice to Homes for Good must be in writing, and personally delivered; sent by prepaid first-class mail, properly addressed; sent by facsimile; or attached in a secure manner to the main entrance of Homes for Good's office.
- (b) Homes for Good's Responsibility -- Notice to Resident must be in writing, delivered to Resident or any adult member of the household; sent by first-class mail addressed to Resident; or attached in a secure manner to the main entrance of the dwelling unit. If notice is served by mail, the minimum period for compliance or termination, as appropriate, shall be extended by three days, and the notice shall include the extension in the period provided.
- (c) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given. Mail *not* returned by the Post Office shall be deemed delivered.
- (d) If Homes for Good is aware that Resident is visually impaired, all notices must be offered in an accessible format.

**17. Termination of the Lease:** This Lease may be terminated for serious violations of, or for material noncompliance with the terms of this lease; for material failure to carry out Resident's obligations under the Landlord and Tenant Act; or for other good cause, except that a substantiated incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the substantiated victim of such violence.

- (a) Serious violations of the lease **shall include but not be limited to:**
  - (1) The failure to pay rent or other payments when due;
  - (2) Repeated late payment, which shall be defined as failure to pay the amount of rent due by the seventh (7th) day of the month or other charges by their due date;
  - (3) Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities, or failure to maintain utility service in the Resident's name;
  - (4) Misrepresentation, omission or falsification of family income, assets, expenses, composition, criminal or rental history, or of money owed to a federal housing program;
  - (5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income, assets, expenses, or composition needed to process annual reexaminations or interim redeterminations.



- (6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any Homes for Good property;
  - (7) Criminal activity, as determined by Homes for Good, regardless of citation, arrest or conviction, by Resident, household member, guest, or other person under Resident's control, including activity that threatens the health, safety or right to peaceful enjoyment of any Homes for Good property by other Residents, Homes for Good staff, or members of the public, except that criminal activity directly relating to substantiated domestic violence, dating violence, or stalking, engaged in by a member of the Resident's household or any guest or other person under the Resident's control, shall not be cause for termination of the tenancy or occupancy rights, if the Resident or member of the Resident's household is a substantiated victim of that domestic violence, dating violence, or stalking;
  - (8) Unlawful drug-related activity, as determined by Homes for Good, on or off the premises, by Resident or household member, or any such activity on the premises by guests or any person under the Resident's control, regardless of whether the Resident, household member, guest or other person is cited, arrested or convicted for such activity;
  - (9) Illegal weapons, drugs or drug paraphernalia seized from the Resident's dwelling unit;
  - (10) Any fire on Homes for Good property caused intentionally or through gross negligence.
- (b) Material noncompliance with the terms of this lease includes conduct that:
- (1) Disrupts the livability of the Resident's unit, complex, or any Homes for Good property;
  - (2) Adversely affects the health or safety of any person, or the right of any Resident, household member, guest, Homes for Good staff member, or member of the public to the quiet enjoyment of the premises and related facilities;
  - (3) Interferes with the management of any Homes for Good property;
  - (4) Has an adverse financial effect on Homes for Good.
- (c) Homes for Good shall give written notice of the proposed termination of the Lease of:
- (1) 14 days in the case of failure to pay rent;
  - (2) A reasonable time considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other Residents or Homes for Good staff is threatened;
  - (3) At least 30 days in any other case.
- (d) The notice of termination:
- (1) The notice of termination to Resident shall state specific reasons for the termination, shall inform Resident of his/her right to make such reply as he/she may wish, and Resident's right to examine Homes for Good documents directly relevant to the termination or eviction.



- (2) When HUD regulations require Homes for Good to offer Resident the opportunity for a grievance hearing, the notice shall also inform Resident of the right to request such a hearing in accordance with Homes for Good's Grievance Procedures for Residents.
  - (3) The Notice to Vacate must be in writing, and specify that if Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against Resident, and Resident may be required to pay the costs of court and attorney's fees.
  - (4) When Homes for Good is required to offer Resident the opportunity for a grievance hearing concerning the lease termination under Homes for Good's grievance procedure, the tenancy shall not terminate until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
  - (5) When Homes for Good is not required to offer Resident the opportunity for a hearing under the grievance procedure and Homes for Good has decided to exclude such grievance from Homes for Good's grievance procedure, the notice of lease termination shall (A) state that Resident is not entitled to a grievance hearing on the termination; (B) specify the judicial eviction procedure to be used by Homes for Good for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (C) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff, or is for drug-related criminal activity.
- (e) Resident may terminate this Lease at any time by giving thirty (30) days written notice.

**18. Grievance Procedure:** If Homes for Good makes a decision, takes action, or fails to act on a matter involving the lease or a policy that negatively affects the Resident (or Resident's family), the Resident is entitled to an appeals process in accordance with the Grievance Procedures for Public Housing Residents, which is incorporated herein by reference. The Homes for Good Grievance Procedure is included in the Homes for Good Admissions and Continued Occupancy Policy, which is available in the Homes for Good Office at 300 W Fairview Drive in Springfield and on the Homes for Good website. A copy has been provided to the Resident, is available on the Homes for Good website, and may be requested at any time by contacting the Homes for Good office.

**19. Non-Discrimination:** Homes for Good shall not discriminate against the Resident in the provision of services or in any manner on the grounds of disability, race, religion, color, creed, sex, marital status, family status, or national origin.

**20. Reasonable Accommodation:** Residents with a disability (as defined in Section 504 of the Rehabilitation Act of 1973, as amended) may request a Reasonable Accommodation of Homes for Good's rules, policies or procedures or for physical modification to Resident's unit in order to enjoy equal access to Homes for Good's housing programs.

**21. Waiver:** No delay or failure by Homes for Good in exercising any right under this lease, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

**22. Attorney Fees:** If any suit or action is brought in connection with any controversy arising from this Lease Agreement, including, but not limited to a Forcible Entry and Wrongful Detainer (FED) action to obtain possession of the unit, and any action involving non-payment of rent, fees or other obligations, the



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prevailing party shall be entitled to recover attorney's fees, in addition to costs and any such additional sums as determined by the court.

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**RESIDENT AGREES THAT ALL PROVISIONS OF THIS LEASE HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By the signature(s) below, I/we agree to the terms and conditions of this lease and all additional documents made a part of this lease by reference. The terms and conditions of my/our tenancy in accordance with this lease have been explained to me/us.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Spouse or Co-Head (if any)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Adult Household Member (age 18 or older)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Adult Household Member (age 18 or older)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Property Manager



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## RESIDENT'S CERTIFICATION

I, **<Full\_Name>** hereby certify that I, and the other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to Homes for Good before execution of the lease, or before Homes for Good approval for occupancy of the unit by the household member. I further certify that all information or documentation submitted by myself or other household members to Homes for Good in connection with any federal housing assistance program (before and during the lease term) is true and complete to the best of my knowledge and belief.

Federal law provides that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, imprisoned for not more than five years, or both.

Signature: \_\_\_\_\_  
                  <NAME1>

Date: \_\_\_\_\_

## ATTACHMENTS:

As indicated by an  below, Homes for Good has provided the Resident with the following:

- House Rules for Public Housing
- Homes for Good Pet Policy & Rules
- Lead Hazard Information Pamphlet
- Resident Maintenance Handbook
- Grievance Procedure for Public Housing Residents (Chapter 14, Part III, of the Admissions and Occupancy Policy)