



PUBLIC HOUSING LEASE AGREEMENT



THIS LEASE AGREEMENT (called the "Lease") is between the Homes for Good Housing Agency 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	Relationship	Birth Date
«Member1_Name»	Head of Household	«Member_1_Birthdate»
«Member_2_Name»	«Member_2_Relation»	«Member_2_Birthdate»
«Member_3_Name»	«Member_3_Relation»	«Member_3_Birthdate»
«Member_4_Name»	«Member_4_Relation»	«Member_4_Birthdate»
«Member_5_Name»	«Member_5_Relation»	«Member_5_Birthdate»
«Member_6_Name»	«Member_6_Relation»	«Member_6_Birthdate»
«Member_7_Name»	«Member_7_Relation»	«Member_7_Birthdate»

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 non-smoking dwelling unit (called "unit"), located at **«Unit_Address», «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 the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which Homes for Good could promptly lease the public housing unit after preparation for occupancy.
- (b) HUD: U.S. Department of Housing & Urban Development
- (c) Tenant Rent: The amount payable monthly by Resident as rent to Homes for Good
- (d) Total Tenant Payment (TTP): Is the higher of:
 - (1) 30 percent (30%) of the Resident household's adjusted monthly income; or
 - (2) 10 percent (10%) of the Resident household's gross monthly income.

- (e) Utility Allowance: The amount equal to the estimate of the monthly cost of a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.
- (f) Utility Reimbursement: The amounts, if any, by which the utility allowance exceeds the Resident's total tenant payment. (This definition is not used if paying flat rent.)

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 **[end of period date]** shall be **[\$[initial rent amount]]**.
- (c) Thereafter, rent in the amount 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 **[\$[flat rent amount]]** Resident may choose to pay flat rent or an income-based rent. Except as provided by HUD, resident will not be offered this choice more than once a year.
- (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.

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 services or repairs, in accordance with the Schedule of Maintenance Charges or based on the actual cost to Homes for Good for the labor and materials needed to complete the work.
- (b) Excess utility charges -- Any utility charges in excess of the standard allowance where utilities are provided by Homes for Good, may be billed to the resident for excess utility consumption (electricity, natural gas, water, sewer, or trash collection).
- (c) Late charge -- A charge of \$50.00 for rent paid after the seventh (7th) day of the month.
- (d) 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.
- (e) Payments received from Resident shall be applied in the following order:
 - (1) Outstanding rent from prior rental periods;
 - (2) Rent for the current rental period;
 - (3) Utility or service charges;
 - (4) Late rent payments
 - (5) Fees or charges owed by the tenant under ORS 90.302 or other fees or charges related to damage claims or other claims against the tenant.

- (f) Court costs – If Homes for Good files in court for eviction, the 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 and other charges shall be paid by mail or in person at 100 West 13th Avenue, Eugene, Oregon, and shall be paid by check or money order, or resident can opt to pay via automatic withdrawal from the resident’s bank account. 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 or may terminate automatic payment arrangements if resident has repeated debits not honored by the financial institution.

6. Security Deposit

- (a) Resident Responsibilities: Resident agrees to pay **\$«SD_Deposit».00** security deposit.
- (b) Homes for Good’s Responsibilities: Homes for Good will use the security deposit only 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, accidental, 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 the Resident occupies the dwelling unit. No refund of the security deposit will be made until the 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 the Resident upon vacating, less costs indicated above. Homes for Good will furnish the Resident with a written statement of costs for damages or other charges deducted from the security deposit. If the 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 below as part of the rent for the premises:
 - Electricity Natural Gas Water Sewer Trash Collection
- (b) The Resident will be responsible for establishing and maintaining the following utilities, indicated by below, and must provide verification that service has been established in the Resident’s name prior to executing this lease:
 - Electricity Natural Gas Water Sewer Trash Collection

Resident is also required to operate and maintain utility service 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, the Resident may install a Resident-provided washer or

dryer without prior permission. Other major electrical appliances (e.g. air conditioner, freezer, 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 for Resident-paid utilities shall be established based upon the size and type of dwelling unit. 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 the Resident 60 days' written notice of the revised amount. If the Resident's actual utility bill exceeds the utility reimbursement, the Resident shall be responsible for paying the excess charges to the utility service provider. If this applies to you, Homes for Good shall pay to the utility provider **[\$[HOMES FOR GOOD utility payment amount]**. Utility reimbursement each month. This amount will be pro-rated for the move-in and move-out months.
- (f) The 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. The Resident also agrees to abide by any local ordinance or Community Rules restricting or prohibiting the use of space heaters in multi-dwelling units.
- (g) The Resident agrees to pay promptly any utility bills for utilities supplied to the Resident by a direct connection to the utility company, and to avoid disconnection of service for such utilities, until possession of the unit is returned to Homes for Good. The 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) The Resident's failure to maintain utility service at the unit, or actions or inactions that cause the 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 exempt status or compliance with the HUD requirement of completing 96 hours of community service per year.
 - (2) Resident agrees to supply Homes for Good with accurate and verifiable information about family composition; amount and sources of income of all family members; assets; deductible expenses; community service activities; and related information necessary to determine

eligibility 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.

- (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 of more than \$200.00 per month or changes in family composition must be reported within 14 days of the occurrence. Failure to report timely may result in a retroactive rent charge.
- (5) Rent will not change between regular reexaminations UNLESS:
 - (A) Resident requests and receives an interim decrease in rent. (If a reduction is granted, Resident must report any changes that might require an increase in rent within 14 days of the occurrence, and will be subject to an increase in rent.)
 - (B) Resident has misrepresented income, assets, or expenses.
 - (C) Rent formulas or procedures are changed by Federal law or regulation.
 - (D) Resident is eligible for the Earned Income Disregard (EID) or requests an increase in rent.
- (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 and verified change in circumstances. Except for termination of employment, the decrease in income must have lasted 30 days or more.
 - (B) The increase will be effective on the first day of the month following at least 30 days' notice (plus three (3) days if mailed).
 - (C) Misrepresentation, failure to timely report a change in family composition, an increase in income, or any other circumstances, will result in an increase in rent, retroactive to the first of the month following the month in which the misrepresentation occurred.

(d) Transfers

- (1) Resident understands and agrees that 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, Resident may be required to move when a suitable unit is available.

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.

- (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 of the unit.]
- (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.
- (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 Community Rules for Public Housing, Resident Maintenance Handbook and Pet Policy & Rules (attached as addenda to this lease), and any regulations contained in Homes for Good's Admission and Continued Occupancy Policy.
- (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 household members and guests refrain from destroying, defacing, damaging, or removing any part of dwelling unit or complex.
- (j) To maintain all Homes for Good property in a decent, safe, and sanitary condition.
- (k) 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.
- (l) To act, and cause household members or guests to act in a manner that will not disturb the peaceful enjoyment of the premises by other residents.
- (m) To ensure that Resident, household members, guests, or another person under Resident's control, shall not engage in:
 - (1) Any criminal or other 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. The possession, manufacture, sale, distribution or use of marijuana on the premises, in any form and under all circumstances, is considered illegal drug activity.

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

- (n) 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 large nails, tacks, screws, brackets, anchors or fasteners on any part of the dwelling unit without authorization from Homes for Good (except as reasonably permitted by Homes for Good).
- (o) 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.
- (p) To act in a cooperative manner with neighbors, Homes for Good Staff, and contractors. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in a profane, abusive or threatening manner toward neighbors, Homes for Good staff, and contractors.
- (q) 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.
- (r) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
- (s) No Smoking Policy – Homes for Good policy is that there will be no smoking of any kind in the dwelling unit.
- (t) To avoid obstructing sidewalks, breezeways, ramps, passages, elevators, or stairs, and to avoid using these for purposes other than for entering and exiting the dwelling unit.

- (u) 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.
- (v) To refrain from placing signs of any type on the exterior of the dwelling unit or common areas except those allowed under applicable ordinances and then only with Homes for Good's prior permission.
- (w) 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).
- (x) 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 or storage are not permitted on Homes for Good property.
- (y) To remove any personal property left on Homes for Good property when Resident vacates the dwelling unit. Property considered abandoned under Oregon Landlord Tenant Law will be disposed of by Homes for Good, and the disposal costs shall be assessed against the former Resident.
- (z) 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.

- (aa) To provide the name of a specific person or persons who have advance permission to enter the unit and/or recover Resident's property in the event of death or severely injury/disability.
- (bb) 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.
 - (3) 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. Homes for Good will conduct, and Resident agrees to participate in an orientation, at which time discrepancies identified in "Exhibit A" will be reviewed. Resident agrees to notify Homes for Good in writing within 7 days of lease signing of any discrepancies.
- (b) Move-out Inspection: Homes for Good will inspect the unit at the time Resident vacates and Resident will receive within 31 days 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 Inspections

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. 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 of entry prior to leaving the dwelling unit.

13. Safety of Premises

- (a) Many Homes for Good units were constructed prior to 1978, thus 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.
- (b) Premises are not located in the 100-year flood plain.

14. Defects Hazardous to Life, Health or Safety

If damage to the unit creates conditions 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. 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, Homes for Good shall attempt to provide such maintenance at a time convenient to Resident. If Resident is absent 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 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 fax or email; 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, composition, or other requested documents 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 negligence.
- (b) Material noncompliance with the terms of this lease includes conduct that:
- (1) Adversely 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) Intentionally 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) 24 Hours in accordance with Oregon Landlord Tenant Law
 - (4) 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) Notice to Vacate must be in writing, and specify that if Resident fails to quit the premises (vacate) within the applicable statutory period, appropriate action will be brought against Resident, and Resident may be required to pay court costs/fees, attorney costs, and any additional sums as determined by the Court.
 - (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 the reason for the eviction.

(e) Resident may terminate this Lease at any time by giving thirty (30) days written notice.

18. 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, national origin, sexual orientation, gender identity, or age.

19. 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.

20. 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.

21. 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 prevailing party shall be entitled to recover court costs, disbursements, and attorney's fees, together with an amount reasonably estimated to be necessary to collect the amounts due Homes for Good.

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: _____
 «First_Name» «Last_Name», Head-of-Household

Date: _____

Signature: _____
 Spouse or Co-Head (if any)

Date: _____

Signature: _____
 Adult Household Member (age 18 or older)

Date: _____

Signature: _____
 Adult Household Member (age 18 or older)

Date: _____

Signature: _____
 Homes for Good

Date: _____

RESIDENT'S CERTIFICATION

I, «First_Name» «Last_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: _____

Date: _____

«First_Name» «Last_Name», Head-of-Household

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

- Supportive Housing Community Rules
- Homes for Good Pet Policy & Rules
- Lead Hazard Information Pamphlet



COMMUNITY RULES

<p>1. Fair Housing Homes for Good is a steward of valuable public resources and is dedicated to ensuring equity in housing. As a housing provider, we have a responsibility to all who are in our community to make sure that you know how you and your guests are protected from illegal “harassment, threats and intimidation” under Fair Housing laws.</p> <p>We will respond to any and all complaints of harassment related to race, national origin, religion, disability, gender, marital status, familial status (presence of children), source of income, sexual orientation and gender identity that are made against residents, guests or staff.</p>	<p>2. Household members Only the people listed on your lease can live in the unit. You must also immediately report any member who leaves your household. To add a person to your household, please request a packet.</p> <p>You may not move someone into your unit without prior written approval.</p>
<p>4. Conduct You, your household members, and guests must conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others. Between quiet hours of 10:00 p.m. and 7:00 a.m., noise or any conduct that disturbs the quiet enjoyment of any other resident and exceeds what is normal and customary for apartment housing is not permitted.</p> <p>Consuming alcoholic beverages in recreation rooms, laundry areas, parking lots or other common areas is not permitted. Drunken or disorderly conduct and verbal or physical abuse of residents, Homes for Good staff, and other persons on the property will not be tolerated.</p>	<p>3. Unit Absence Notify your Property Manager if you will be gone more than seven days. Absences of 30 days or more require written permission from your Property Manager.</p> <p>HUD does not allow absences longer than 180 days.</p>
<p>6. Trespass Homes for Good may trespass any person from its property for criminal activity or other behavior affecting the health, safety, or peaceful enjoyment of residents. Allowing trespassed people on the property or in your unit is a violation of these rules.</p>	<p>5. Guests Anyone not listed on your lease is considered a guest. Guests can stay up to 14 days in a row or a total of 30 days during any 12-month period. Exceptions will be granted on a case-by-case basis.</p> <p>You must notify your Property Manager when overnight guests will be staying in your unit for more than seven days. Homes for Good requires guests for longer visits to provide proof of their own permanent address.</p> <p>Guests are not allowed to receive mail at your unit.</p>
<p>8. Lockouts If you are locked out during regular business hours, you may be let in for no charge. For afterhours lockouts, call the emergency work order line. You will be charged for this service. You may also call a professional locksmith to gain access to your unit, but they may not change the lock.</p>	<p>7. Laundry Facilities Laundry facilities are for resident-use only. Only use the room while doing laundry. Be respectful of your neighbors by promptly removing laundry and cleaning machines when done. Using dyes and tints in the machines is not allowed. Obey all posted rules and hours.</p> <p>For washer or dryer problems, please notify your Property Manager.</p>



9. Inside your unit

You must occupy your unit only as a dwelling unit, and you must use the parts of the premises including the living room, bedroom, kitchen, bathroom and dining room in a reasonable manner.

Properly use and maintain all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in compliance with provided instructions. Do not block vents. Keep the heat set to 65 degrees Fahrenheit or warmer in your unit. All furniture, drapes and all other objects at least 12 inches from baseboard or wall heating units. Keep heating units clean and free of dust, debris or blockage. Cooking appliances and the kitchen ventilating fan must be kept free of grease.

Keep your unit clean and free from debris, filth, garbage, and pests.

You may only use picture hooks or nails under one inch long on interior walls.

You must not:

- ⊗ Make modifications without permission
- ⊗ Replace interior doorknobs or install additional locks
- ⊗ Use adhesive strips
- ⊗ Drill, nail, or screw into doors, cabinets, trim, or window frames
- ⊗ Stack items too high that cause a hazard
- ⊗ Store excessive items that cause a hazard
- ⊗ Block access to doors or windows
- ⊗ Block healthy air flow that promotes growth of mold/mildew and other moisture damage

10. Mold and Mildew

Mold and mildew growth indoors are common issues in the Pacific Northwest due to the humid weather. The main causes of mold and mildew growth are too much moisture, not enough air flow, and cold surfaces. To prevent mold and mildew growth:

Use exhaust fans: Keep indoor humidity low by using bathroom fans during and for an hour after showering or bathing. Always use the exhaust fan above the stove when cooking. If your laundry area has an exhaust fan installed, always use it while doing laundry.

Keep air flowing: Raise your blinds or shades as often as possible every day so the window panes can breathe. Keep furniture at least 1" away from walls so air can flow. Use a box spring so the bottom of your mattress can breathe.

Keep the temperature at or above 65°F: Cold surfaces pull in condensation and allow mold & mildew to thrive. Do not turn off heat in any rooms, especially bedrooms. Open closet doors regularly.

Check for moisture: Regularly check, clean, and dry window tracks, and around sinks, toilets, showers, and tubs. Do not keep an excess number of houseplants.

Clean up spills: Immediately dry any water that spills or overflows. This includes from showers, tubs, toilets, sinks, or from spills on carpets, rugs, or floors.

Clean problem areas: If mold or mildew appear on any indoor surfaces less than roughly a three foot by three foot patch, immediately scrub it off with soap and water (bleach is unnecessary), and then rinse and dry the surface.

Please call the work order line if you have any leaking water or plumbing issues, if mold or mildew growth covers a large area, or if growth reappears and you are unable to remove it.



11. Safety and Security

Do not climb on or over balcony railings, store objects on railings, or throw objects off balconies.

Doors and windows should be kept locked. You are responsible for submitting a work order if locks are not functional. Use caution near windows. Window screens are not intended to support a person's weight or prevent a person falling from an open window.

Skateboards, bikes, roller blades and scooters are not allowed on walkways or landscaping. Do not engage in recreational activities in parking lots.

Take special care to prevent slip and falls on stairs, walkways, and parking lots during icy or snowy weather.

12. Trash Disposal and Hazardous Materials

You must dispose of all garbage, rubbish and other waste in a clean, safe and legal manner. Place all trash inside the dumpster or garbage can provided. Do not leave furniture or other oversized items around the dumpster or garbage can provided. Do not leave garbage, trash or any waste items on the outside of your unit at any time. Do not rummage through or remove discarded trash or recycling.

Hazardous, volatile or explosive materials must not be kept on the premises (in or outside your unit, or in any of the common areas, buildings or grounds).

Any "overflow" charges resulting from overfilled trash receptacles or extra items placed out with the trash for pick up will be billed to you.



13. Outside areas

Unit entry areas, balconies, decks, patios, yards, and other areas visible to the outside are not storage areas. Do not block or clutter sidewalks, entryways, stairwells, and ramps. Keep them clean and free from debris and excessive clutter. You may not store any items in common areas. No objects or liquids are allowed to fall from balconies, decks, windows, or walkways. Outdoor furniture or equipment must be clean and designed for outdoor use.

No one may enter or use any areas of the property that are not intended for use by residents, such as roofs, attics, crawlspaces, maintenance shops, etc.

The number and size of plants must be reasonable and not cause blocked egress or damage to the building or other structures. When watering plants, use appropriate containers under pots and ensure the water does not overflow.

All BBQs or grills must be a minimum of 10 feet from the building and combustible materials. Be courteous about smoke.

Do not install or attach radio or television antennas, wires or cables, satellite dishes or air conditioners to the building or fencing without written permission from your Property Manager.

No temporary structures, such as trailers, tents, shacks, barns, canopies, or sheds, will be allowed in the common areas or on decks, patios, or yards without written permission from your Property Manager.

Do not display, install, or attach signs, awnings, canopies, shutters, or tarps to the building or fencing. Political and religious signs and flags may not be posted in yards or common areas. Only window coverings included with the unit should be facing out.

14. Yard Care (if applicable)

You are required to maintain yards and outdoor areas that are a part of your unit. You may request to have a small garden if you have a private yard. Gardening in common areas is not permitted.

You are responsible for:

- Providing your own lawn care equipment and supplies
- Mowing your lawn and not let grass or weeds grow taller than six inches.
- Watering the lawn, depending on the weather, up to 30 minutes twice a week, covering all areas well.
- Removing leaves, debris and excessive lawn clippings regularly as to not damage the lawn.
- Complying with city issued leaf clean-up notices.
- Disconnecting exterior hoses and placing insulating faucet covers over hose bibs during winter months.
- Shrubs, invasive species (such as blackberries), and all other plantings must be kept at least 12 inches from any fence or building.

Any major work, including tree trimming, must be coordinated through your Property Manager. If trees, shrubs or bushes become weakened due to weather, vandalism or old age, please report it to the work order line. You will not be charged for required non-routine yard maintenance.

If you do not maintain your yard and have not complied with a written notice of the violation, Homes for Good may complete yard maintenance work and bill you for the work.



Do not drill, nail, or screw into the outside of the building, fence, or any other structure.

Residents in single family homes and duplexes are responsible for snow and ice removal on private sidewalks and walkways. Homes for Good plows common parking lots. You are responsible for uncovering your own vehicles.

The following items are not allowed anywhere on the property for insurance and safety reasons: waterbeds, hot tubs, swimming or wading pools, "Slip and Slides" or similar attractions, trampolines, bounce houses or similar attractions, portable space heaters, drones, bonfires, fire pits or similar fire container, fireworks or other hazardous, volatile or explosive materials.

15. Pest Control

You agree to promptly report any pest problems or signs of pests. You must prepare your unit for treatments to ensure the safety and effectiveness of the treatment by following Homes for Good's and the pest control company's instructions. If you have not prepared your unit by the scheduled time, you may be charged for the pest control service call.

You are responsible for notifying Homes for Good in writing of any anticipated health or safety concerns related to extermination and the use of pesticides.

16. Vehicles

Vehicles kept on Homes for Good property must be registered to the household, in legal operating condition, have current license plates and registration, and be properly parked. Improperly parked vehicles may be towed at the owner's expense.

Improper parking includes:

- Parking in disabled persons' space
- Parking in No Parking area
- Parking in Reserved or Designated space
- Parking in 2 spaces
- Blocking driveway, mailboxes, access, or fire hydrant

Vehicles must not be parked in a way that damages property or creates a safety hazard. Vehicles that cannot be properly parked must be kept off the property. You are financially liable and responsible for any damage to the property or to persons caused by your vehicle. Homes for Good is not liable for any damage to your vehicle caused by weather, other residents, or forces outside of its control.

Vehicle use on or near the property that violates law or ordinance is a violation of these rules.

Stored vehicles are not allowed. Any vehicle that is not operational and street legal, excessively leaking fluids, or not being driven regularly must be removed from the property or may be towed at the owner's expense.

Trailers, storage pods, oversized, and recreational vehicles or boats are not allowed on the property without written permission. Permission will be granted only on a temporary basis.

Minor vehicle maintenance is allowed, such as checking fluids or changing a tire, but must be attended at all times and not exceed 24 hours. Vehicle repair is not allowed.

The speed limit on all Homes for Good property is 10 miles per hour. Speeding is a safety hazard, and will be considered a violation of these rules.



Parking is for residents and their visitors only. Resident parking spaces are not assigned, unless specifically designated by Homes for Good. Visitors must park in "Visitor Parking" where it is provided.

Daily personal care attendants' vehicles count toward total household parking limit.

1 vehicle per household:

- Cresview Villa
- Laurelwood Homes
- Maplewood Meadows
- McKenzie Village
- Pengra Court
- Riverview Terrace

1 vehicle per licensed driver, maximum 2 vehicles per household:

- Parkview Terrace
- Lindeborg Place
- Veneta Villa
- Abbie Lane Courts
- Fourteen Pines Apartments
- Village Oaks Apartments

17. Insurance

Residents are not allowed to keep or do anything in any unit or common area that will increase the insurance rate for the property or result in cancellation of the property insurance.

Homes for Good is not responsible for personal property left in common areas or any other location on the premises. Homes for Good insurance policy does not cover the contents of resident units or personal liability. Homes for Good recommends that the resident obtains a renter's insurance policy.



18. Smoke-Free Policy

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

Smoking is prohibited in all units and interior areas, including but not limited to hallways, offices, community rooms, laundry rooms and similar areas. Smoking is also prohibited in outdoor areas within 25 feet from housing and office buildings. At smoke-free properties, you must be on the public sidewalk or other non-Homes for Good property to smoke.

"Smoking" is defined as any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited tobacco product, plant, or compound. This includes water pipes, hookahs, e-cigarettes, and vapes.

You acknowledge that the No Smoking Policy:

- a. Does not make Homes for Good a guarantor for your health or for the smoke-free condition of the non-smoking areas of the property. However, Homes for Good will take reasonable steps to enforce the policy.
- b. Is not a promise or guarantee that Homes for Good property will be smoke-free.
- c. Does not imply or express warranties that the property will have any higher or improved air quality standards than any other rental property.
- d. Residents with respiratory ailments, allergies, or other conditions relating to smoke are hereby notified that Homes for Good does not assume any higher duty of care to enforce the No Smoking Policy than any other obligation under the Lease Agreement.
- e. Any violation of the rules and regulations in the Lease Agreement, which includes the No Smoking Policy, may be grounds for termination of tenancy.

Any wall, ceiling, or other damage caused by the buildup of smoke, nicotine, or any other residue as a result of smoking as defined above is very difficult and costly to repair. You will be held financially responsible for any repairs of damage caused by smoking.

Smoke-Free Properties

Smoking must take place off Homes for Good property.

- McKenzie Village
- Single-family homes & duplexes
- Maplewood Meadows
- Lindeborg Place
- Cresview Villa
- Abbie Lane Courts
- Firwood Apartments
- 100 West 13th Admin Building

Smoke-Free within 25 feet of buildings & playgrounds

- Laurelwood Homes
- Pengra Court

Properties with Smoking Areas

Smoking is only allowed on the property in the designated areas.

- Fourteen Pines
- Parkview Terrace
- Riverview Terrace
- Village Oaks Apartments
- Veneta Villa

19. Illegal Drugs and Controlled Substances

The possession, use, sale, manufacture or distribution of any illegal drug or controlled substance on Homes for Good property is prohibited and may result in lease termination. Marijuana is not permitted in federally subsidized housing. Oregon marijuana guidelines apply in non-federally subsidized housing.

Community Rules are an addendum to the Lease Agreement. With my signature, I understand and agree to follow these Community Rules:

Resident Signature: _____

Date: _____

Resident Signature: _____

Date: _____



100 West 13th Avenue, Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411



Homes. People. Partnerships. Good. www.homesforgood.org

Resident Signature: _____

Date: _____

Resident Signature: _____

Date: _____

Homes for Good Signature: _____

Date: _____