

1. LEASE TERM AND MOVE IN/OUT

A. **Lease term and renewal.** This lease has a twelve-month term and shall terminate on the expiration date stated above. Following the expiration date of this lease the condition checked below shall apply:

- (1) For low income housing tax credit units only, automatically renew for successive terms of one month each with all conditions, rules and regulations continuing; OR
- (2) For any units with project based Section 8 subsidy, including Rent Assistance Demonstration (RAD) units the lease will automatically renew for successive terms of one year, with all conditions, rules and regulations continuing.
- (3) For any units with public housing subsidy, the lease will automatically renew for successive terms of one year, with all conditions, rules and regulations continuing.
- (4) For any units with project based Section 8 subsidy, the lease will automatically renew for successive terms of one year, with all conditions, rules and regulations continuing.

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B. **Move in/move out inspection.** Prior to move-in, Landlord and Resident shall inspect the dwelling unit and complete a written statement of the condition of the dwelling unit and all fixtures, appliances, equipment and furnishings. The Resident and the Landlord shall sign this statement, and a copy will be provided to the Resident and kept in the Resident's file. The Resident will have 7 days after move-in to adjust the condition report and submit to Landlord. At the end of tenancy, after Resident vacates, Landlord will inspect the dwelling unit and give Resident a written statement of the charges, if any, for which Resident is responsible. An attempt will be made to notify the Resident of the time and date of the inspection, and Resident and/or Resident representative may join in such inspection.

2. **PAYMENTS, CHARGES, DEPOSITS, AND FEES.** All Residents are jointly and severally responsible for all amounts due under this Lease and any damage caused to the dwelling unit or common area by the Resident, any occupant of the unit or any guests.

A. **Rent amount and payment.**

- (1) Resident-paid rent at the beginning of the lease term is indicated on page 1 of this agreement. The amount of Resident-paid rent will be adjusted at such times and in the manner required under the regulations applicable to the housing occupied by Resident. Rent is due and payable, without demand or billing, in advanced on the first of the month and must be paid on time.
- (2) If rent is not paid by the end of the 5th day of the month, a late fee of \$35.00 will be imposed. Partial payments and rental payments for more than the monthly rental amount will not be accepted without prior written Landlord approval. Landlord will not accept cash payments or payment in any form from a third party individual unless approved in advance by Landlord in writing. If a personal check or an Automatic Rent Withdraw payment made from the Resident's bank account is returned due to insufficient funds an "NSF" fee of \$35.00 will be imposed in all situations where a late fee is not applicable. If a second personal check or an Automatic Rent Withdraw payment is returned due to insufficient funds, personal checks and Automatic Rent Withdraw payments will no longer be accepted, and Resident will be required to make all future payments with cashier's check or money order.
- (3) For residents in tax credit units only, payments made by Resident to Owner/Agent after the tenancy commences, no matter how designated by Resident, may be applied by Owner/Agent as follows: first to any outstanding amounts due to Owner/Agent for damages/repairs, utilities, deposits, fees, etc.; second to any rent outstanding from prior months; third, to the current month's rent; and last to outstanding charges.
- (4) If Resident has an active termination of tenancy notice, Landlord, at their option, will not accept payment from the Resident unless the termination of tenancy notice is remedied. If Resident remedies the termination notice, Resident will be immediately responsible for all back rent and past due amounts that were previously pending due to proposed termination.

B. **Retroactive rent charges.** If the Resident fails to report the facts upon which the rent is based so that the rent received is less than should be paid, upon the first instance of such failure an increase in rent may be made retroactive to the appropriate date, and the total amount becomes due and payable immediately upon written notice to resident. A repeat instance of failure to report such facts, or any misrepresentation of such facts, shall be cause for termination of this lease, regardless of successful payment of retroactive amounts due.

C. **Resident overpayment.**

- (1) **Residents in Tax Credit only units:** Resident agrees that should it be determined at a future date that the rent charged exceeds the tax credit maximum limits; any such overpayment shall be considered a loan from said Resident and shall be repaid by the Landlord without interest. The overpayment shall not be considered a partial rent payment and will not be treated as such.
- (2) **Residents in all other units:** Resident agrees that should it be determined at a future date that the Resident's rent amount results in an overpayment to the Landlord; any such overpayments shall be considered a loan from said Resident and shall be repaid by the Landlord without interest. The overpayment shall not be considered a partial rent payment and will not be treated as such.

D. **Non-payment of rent notice.**

- (1) **Residents with project based Section 8 subsidy in subsidized units:** Commencing no sooner than on the sixth day of the rental period, the Landlord may give a 14-day written notice of nonpayment and the Landlord's intention to terminate this Agreement if the rent is not paid within that period.
- (2) **Residents in Tax Credit only units:** Commencing no sooner than the eighth day of the rental period, the Landlord may give a 72-hour written notice of nonpayment and the Landlord's intention to terminate this Agreement if the rent is not paid within that period.

E. **Charges.** Charges, other than rent, for late fees, damages caused by Resident or any member of the household or a guest, excess garbage charges, yard maintenance charges, "NSF" fees, and other reasonable charges, are due and payable within 15 days of delivery of written notice of charges to the Resident. Maintenance and repair charges are determined by adding the cost of required labor and materials. A depreciation schedule will be used for all fixtures, equipment, appliances, and personal property flooring. Additional information about such charges may be obtained by contacting the Landlord.

F. **Smoke damage.** The dwelling unit is located in a non-smoking building. Designating buildings as "non-smoking" shall in no way limit the amount or type of damage or cleaning charged to the Resident due to smoke damage at the end of their tenancy.

G. **Security deposit.** Security deposits may will be deposited into an non-interest bearing account. All interest shall accrue to the benefit of Landlord. No interest will be paid to Resident on security deposits. All refundable deposits, however designated, may be used to offset any damage, unusual wear and tear, or unpaid accounts. A statement explaining the disposition of the security deposit, remaining balance, additional charges, and/or refund will be mailed to the Resident's last known address within the timeframe required by law, currently 304 days after termination of the tenancy and delivery of possession. If actual charges are unknown at the time of mailing, estimates will be used. Landlord may revise charges to reflect actual charges once they are known. Any security deposit received from multiple Residents shall be refunded only when the last Resident vacates the unit and terminates his/her tenancy. If eligible for a refund, the security deposit refund will be issued payable to all Residents. Security deposits are held at the following financial location:

Bank of America

121 SW Morrison St. Suite 700

G- Portland, OR 97204

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3. **RESIDENT OCCUPANCY AND USE.** The dwelling unit will be used only for the primary residence of persons listed on the Lease. The Resident shall have the right to exclusive use and occupancy of the leased dwelling unit. Resident must use the apartment solely as a private dwelling and may not use or permit its use for any other purpose. Other responsibilities include:
- A. **Authorized occupants.** Only Authorized Occupants listed on this Agreement may occupy the premises. Additional occupants must be approved in writing by management in advance and are subject to full screening and qualification procedures. Resident also may not assign the lease or sublease the dwelling unit.
 - B. **Guests.** Persons other than those specifically listed on this Agreement shall be strictly prohibited from staying in the rental unit for more than ten consecutive days, or a total of twenty days in any twelve-month period without the prior written consent of the Landlord. For purposes of this section, "staying in the rental unit" means presence on the premises for a substantial amount of time, whether during the day or overnight, and shall include, but is not limited to, long-term or regular houseguests, live-in baby sitters, visiting relatives, etc. Additionally, Resident may not provide accommodations for boarders or lodgers regardless of length of stay.
 - C. **Excluded persons.** If Landlord or the Landlord's designee or agent excludes a person from the common areas, Resident may not invite that person onto the property, either in their unit or the common areas. Landlord and any person designated by the Landlord retains control over any common areas of the premises for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined in ORS 164.205(5).
 - D. **Extended absence.** Resident agrees to notify the Landlord of any absence in excess of seven (7) days no later than the first day of absence. Resident gives up their right to occupancy after an extended absence from the unit of longer than 60 continuous days. Landlord may initiate action to terminate tenancy in response to an extended absence of the unit by any persons listed on this Agreement. Exceptions may be allowed for extenuating circumstances with prior written permission from Landlord.
 - E. **Size and Special Feature of Dwellings.** Resident understands that if the number of household members should increase or decrease so that household size is in conflict with occupancy criteria established for this apartment community, or if the unit contains accessibility features that no member of the household currently needs, the household will be required to move to the appropriate size unit within 30 days' notice of such unit being available or will be required to move from the Property.
4. **RESIDENT AND GUEST BEHAVIOR.** Resident shall be responsible for the behavior of all household members, guests, and other persons on the premises with consent of the resident.
- A. **Criminal activity.** Resident shall ensure that Resident, any member of the household, guest or other person under the Resident's control shall not engage in any criminal activity or drug related activity on or off the premises. The use, possession, manufacture or distribution of illegal substances either on or in the vicinity of the premises is strictly prohibited. If any occupant commits or is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under Landlord's then current rental criteria, this is also grounds for termination of tenancy.
 - B. **Disturbing the peace.** Resident and members of the household shall behave and require other persons on the premises with the consent of the Resident or members of the household to behave in a manner that will not disturb the peaceful enjoyment of the premises by neighbors and is conducive to maintaining the premises in a decent, safe and sanitary condition.
 - C. **Other harmful behavior.** Resident's household members, guests, and other persons on the premises with consent of the resident shall not act or speak in an abusive, intimidating or threatening manner toward other residents, neighbors, or representatives of the Landlord nor behave in such a manner as may cause damage to the premises, create unsafe conditions, interfere with access, intimidate or threaten others, or otherwise interfere with the peaceful enjoyment of other residents or their guests.

- D. **Community rules.** Resident, all occupants, and guests must abide by necessary and reasonable Community Rules promulgated by the Landlord for the benefit and well-being of the property, residents, homeowners, and neighbors. *All such rules are incorporated by reference into this Agreement and are posted in the community office and/or common areas.*
- E. **Duty to report behavior problems.** Resident agrees to notify Landlord immediately or as promptly thereafter as reasonable safety concerns will permit, when a guest or other visitor to Resident's household cannot be controlled by the tenant and such person behaves in a manner that would otherwise be in violation of this lease. Resident is encouraged to take additional responsibility for the community by reporting any and all known or suspected criminal activity to police and working with neighbors, management, and law enforcement to prevent crime, solve community problems, and promote neighborhood livability.
5. **RESIDENT MAINTENANCE RESPONSIBILITIES.** Resident shall comply with applicable building and housing codes materially affecting health and safety and all obligations defined in the Oregon Residential Landlord and Tenant Act. Resident will dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner; maintain the dwelling in a clean, safe, and sanitary condition; and maintain clear and unencumbered access to all required entrances and emergency exits, including secondary window exits in sleeping rooms. Other maintenance duties include:
- A. **Duty to report damage/maintenance issues.** Resident will immediately report in writing all malfunctions of equipment, failures of essential services, or needs for repair. Resident will notify Landlord promptly of any known unsafe conditions in the dwelling unit, common areas, facilities or grounds that might lead to damage or injury. Resident must notify the Landlord immediately of any pest infestations, suspected water leaks, moisture problems or mold in dwelling units or common areas of the property.
- B. **Damage, tampering, or unauthorized alterations.** All electrical, plumbing, sanitary, heating, ventilating, air conditioning, elevators, and other facilities or appliances on the premises are to be used in a reasonable manner. Resident, occupants and guests shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so. Resident, occupants and guests shall not tamper with heating systems, appliances, locks, doors, light fixtures, smoke alarms, security cameras, alarm systems, building security locks and doors, roof access doors, or make any alterations of any nature on or to the premises without specific written consent of Landlord. Resident may be charged for the actual-depreciated costs associated with any such damages or repairs and/or replacements if such repairs and replacements are necessitated by carelessness, misuse, or neglect.
- C. **Smoke and Carbon Monoxide alarm compliance.** Resident acknowledges and the Landlord certifies that the dwelling is equipped with one or more smoke alarms and one carbon monoxide alarm and that the smoke alarm(s), and carbon monoxide alarm if applicable, have been tested and are operable at this time. It is the Resident's responsibility to test the smoke alarm(s), and carbon monoxide alarm if applicable, at least every six (6) months, contact Landlord immediately upon discovery of dead or weak batteries, and notify the Landlord in writing of operating deficiencies. Because a disabled smoke or carbon monoxide alarm represents a very serious threat to the lives of the household and neighbors, Resident, occupants, and guests *may not remove or tamper with functioning smoke and/or carbon monoxide alarm(s), including but not limited to, disabling it by removing working batteries* and Landlord may charge a fee of \$150.00 upon discovery of such conduct and terminate this Agreement.
6. **RESIDENT CONSENT TO LANDLORD'S ACCESS.** Resident agrees not to unreasonably withhold consent to the Landlord to enter the dwelling unit in order to inspect the premises—including but not limited to, annual unit inspections, scheduled housekeeping inspections, warranty inspections, pre-construction inspections, and/or pest control inspections—to show the dwelling unit for re-leasing, or to make necessary or agreed repairs, decorations, alterations or improvements. Landlord may enter the unit without consent in an emergency—instances include but are not limited to checking on the welfare of a household member or pet/service/companion animal and for maintenance emergencies— or at any reasonable time with at least two days advance notice or after receipt of Resident's written request for maintenance as provided in ORS 90.322. If the Resident and all adult members of the household are

absent from the dwelling unit at the time of entry, Landlord will leave in the unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit. If Landlord is obligated to maintain the yard or Resident has failed to maintain the yard, Landlord or their contractors may enter the yard, without notice, at reasonable times and with reasonable frequency, to perform the maintenance work.

7. **RESIDENT LOSS OR INJURY.** Except to the extent required by law, the Landlord will not be liable for damages of any kind caused by the lack of heat, refrigeration, or other services to the premises arising out of any accident, act of God, or occurrence beyond the control of the Landlord. The Resident shall be limited to the rights and remedies specified in the Oregon Residential Landlord and Tenant Act. *Landlord strongly urges the Resident to obtain renter's insurance covering personal property.* Resident is *not* a beneficiary of any of Landlord's insurance policies. All personal property in the dwelling unit, designated storage areas, parking areas, and common areas shall be at the risk of the Resident. Except to the extent required by law, Landlord is not liable in any manner for loss or damage due to fire, water, theft, the elements, act of God or action by a third party. Except to the extent required by law, Landlord and its employees and agents are not liable for any injury to any person or property caused in any way by the use of the dwelling unit, building, common areas, or property of which the apartment is a part or while using any of the common area equipment or while going to and from the common areas of the property.
8. **DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY.** If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, resident shall immediately notify Landlord of the damage. Landlord shall be responsible for repair of the unit within a reasonable time, provided that if the damage was caused by Resident, any occupant or guests the reasonable cost of the repairs shall be charged to Resident. Landlord shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time; and rent will be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with this paragraph or alternative accommodations not provided in accordance with this paragraph except that no abatement of rent shall occur if Resident rejects the alternative accommodation or if the damage was caused by Resident, any occupant or guests.
9. **LANDLORD'S OBLIGATIONS.** Landlord shall meet the following responsibilities:
 - A. Comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
 - B. Maintain the dwelling unit and the project in decent, safe and sanitary condition; and make necessary repairs to the dwelling unit;
 - C. Keep buildings, facilities and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition;
 - D. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;
 - E. Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Resident;
 - F. Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection; and
 - G. Notify the Resident of the specific grounds for any proposed adverse action by Landlord.

10. **HOUSING PROGRAM(S) COMPLIANCE.** The Resident and/or any other household member on the Lease will NOT occupy, or receive assistance for occupancy of, any other unit assisted under any Federal housing assistance program during the term of the Lease. Resident will also comply with the requirements of the subsections checked below:

A. **Low income housing tax credit requirements.**

- (1) Certifications and Reporting Changes. This dwelling is operated under Section 42 of the Internal Revenue Code, the Low Income Housing Tax Credit Program (LIHTC). As required under this program, the Resident agrees to provide the required information on household composition, student status, assets, and income for all household members and hereby authorizes release of such information from third party sources. A copy of this agreement may be used by the Landlord as authorization for release of information from all appropriate governmental agencies, present and future employers, and all other appropriate third party sources. The information noted in this paragraph is required from Resident(s):
 - (a) Prior to initial move-in;
 - (b) Every year, at least 45 days prior to the one-year anniversary date of the last certification; and
 - (c) At any time during tenancy if the number of residents in the household changes, or if all members of the household become full-time students.
- (2) Full Time Students. Resident further understands that if at any time, the household is composed solely of full-time students and the household does not meet the provisions set forth in IRC Sec. 42(l)(3)(d), the household will no longer be eligible for the program and will be required to move from the property.

B. **Project based Section 8 RAD.** Program compliance requirements are covered in the project based Section 8 voucher Tenancy Addendum. If the property has RAD project based Section 8, termination and grievance process will be covered in the RAD project based Section 8 addendum.

C. **Project based Section 8.** Program compliance requirements are covered in the project based Section 8 voucher Tenancy Addendum.

D. **Public Housing.**

- (1) Recertification and Reporting Changes. This apartment is receiving subsidy under the Public Housing program. As required under this program the Resident agrees to provide all required information and certifications on household composition, student status, assets, and income for all household members necessary for Landlord to make determinations with respect to rent, eligibility, and appropriateness of the dwelling size at the following times:
 - (a) At any time during tenancy if there is a reduction in the household's annual income or an increase in allowable deductions. If the resulting decrease in rent is due to a temporary decrease in annual income, the Resident agrees to report to the Landlord every 30 days until the income increases and a review can be completed.
 - (b) Within 30 days of receipt of any lump-sum payment for the delayed start of a periodic payment (such as Social Security, Annuities, Pensions, Unemployment, etc.).
 - (c) At any time during the tenancy if the household's total gross income increases.
 - (d) On a schedule determined by the Landlord until an accurate income is determined if the Resident or any adult household member has no income or has unstable income at the time of admission or a review.
 - (e) In response to an eligibility review for continued occupancy to be completed on a schedule determined by Home Forward.

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(2) Rent Adjustments for Income Changes. Rents shall be adjusted to conform to changes in income. If a change results in a rent increase, the Landlord will give the Resident 30 days' advance written notice of such increase.

11. LEASE ENFORCEMENT AND TERMINATION.

- A. **Termination by Resident.** Resident may not terminate this lease during the first twelve months of tenancy in the above-referenced apartment, except in the case of extenuating circumstances which shall be reviewed upon request and determined on a case-by-case basis. Resident may terminate the lease at any time after the initial twelve month period by giving 30 days' advance written notice.
- B. **Termination by Landlord.** Resident understands that failure to comply with the terms of this lease may result in the termination of this Agreement. This lease may be terminated by the Landlord at any time for serious or repeated violations of material terms of the lease, or for other good cause. Examples of serious or repeated violations of terms shall include but not be limited to:
- (1) Payment failures such as:
 - (a) The failure to pay rent or other payments when due.
 - (b) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth of the month. Four such late payments within a 12-month period shall constitute repeated late payment.
 - (c) Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities.
 - (2) Violation of Resident responsibilities such as:
 - (a) Unauthorized occupants.
 - (b) Failure to report damage to the dwelling unit; serious or repeated damage resulting from Resident's failure to comply with this Agreement; or creation of any physical hazards in the unit, common areas, grounds, parking areas etc.
 - (c) Any criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety, or right to peaceful enjoyment, or any drug related criminal activity on or off the premises. This action may be taken regardless of whether there has been an arrest or conviction and without satisfying the standard of proof for criminal conviction.
 - (d) Any fire damage on the premises caused by improperly disposing of flammable materials, carelessness or unattended cooking.
 - (e) Any action by Resident, occupant, or guest that interferes with the management of the premises.
 - (3) The following do not qualify as grounds for termination of the lease:
 - (a) Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of the tenancy, if the tenant or immediate member of the tenant's family is a victim of domestic violence, dating violence, sexual assault, or stalking and, as a result could not control or prevent the criminal activity.
 - (b) Nothing in subparagraph (a) may be construed to limit the Landlord's authority, consistent with applicable State laws, to evict or to terminate assistance to individuals who engage in criminal acts of physical violence against family members or others; and
 - (c) Nothing in subparagraph (a) may be construed to limit the authority of Landlord, consistent with applicable State law, to terminate the tenancy of any tenant if the Landlord can

demonstrate an actual and imminent threat to the larger community if that tenant's tenancy is not terminated.

- (d) A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence or stalking, must complete and submit the HUD Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking form (HUD-50066), and in lieu of the HUD Certification form (or in addition to it) must submit (1) A Federal, State, tribal, territorial, or local police or court record; or (2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, sexual assault, dating violence or stalking, or the effects of abuse, in which the professional attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, sexual assault or stalking has signed or attested to the documentation, within 14 business days of receiving the written request for this certification by Home Forward. The certification or alternate documentation must be returned to the person and address specified in the written request for the certification. If the family member has not provided the requested certification or the information that may be provided in lieu of the certification by the 14th business day or any extension of the date provided by Home Forward, none of the protections afforded to victims of domestic violence, dating violence, sexual assault or stalking (collectively "domestic violence") apply.
 - (e) Home Forward may bifurcate the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.
 - (f) Home Forward may evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that Home Forward does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate. A victim tenant who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim tenant who allows a perpetrator who has been barred from Home Forward property to come onto Home Forward property, including but not limited to the victim's apartment and any other area under their control, is subject to eviction.
 - (g) Home Forward may terminate the tenancy of any tenant if Home Forward can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to Home Forward if that tenant's tenancy is not terminated; and
 - (h) None of these provisions shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- (4) Program eligibility and noncompliance issues such as:
- (a) Misrepresentation of family income, assets or composition or discovery of material false statements or fraud by Resident in connection with an application for assistance or with reexamination of income.
 - (b) Discovery after admission of facts that made Resident ineligible.
 - (c) Failure to accept Landlord's offer of a lease revision to an existing lease with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by Resident.

(d) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process regularly scheduled or interim recertifications.

C. **Notice of termination.** Any notice to vacate that is required by State law may be combined with, or run concurrently with the notice of lease termination under this section. When Landlord is required 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 the grievance procedures. The tenancy shall not terminate (even if any Notice to vacate under state law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.

D. **Method for serving written notices.** All notices required under the lease or State law to be in writing shall be served personally, by first class mail, or by first class mail and attachment. All written notices served by first class mail and attachment from Landlord to Tenant shall be deemed served on the day it is both mailed by first class mail to the Resident at the premises and attached in a secure manner to the main entrance of that portion of the premises of which the Resident has possession. All written notices served by first class mail and attachment from Tenant to Landlord shall be deemed served on the day it is both attached in a secure manner to the main entrance of the property's designated management office, address is on page one of this Lease, and mailed first class mail. Agent is authorized to accept notices on behalf of the Owner of the premises.

12. OTHER CONDITIONS.

A. **Requests for reasonable accommodation.** All requests for an accommodation by the Landlord, as required by the Federal and State Fair Housing Acts, must be made in writing to the Landlord, specifying the nature of the requested accommodation. If Resident is unable to complete a written request, Landlord will provide auxiliary aids or assistance with completion of a written request. The resident may, at any time during the tenancy, request reasonable accommodation for a disabled household member, including reasonable accommodation so that the resident can meet lease requirements or other requirements of tenancy.

B. **Grievance procedure.** All disputes concerning the obligations of the resident or Landlord shall be resolved in accordance with the Home Forward Grievance Policy.

C. **Abandonment.** Any goods, vehicles or other property left on the premises after termination of the tenancy by any means shall be considered abandoned and will be disposed of as provided by statute.

D. **Attorney's fees.** In the event an action is commenced to enforce any provisions of this agreement or the Oregon Residential Landlord and Tenant Act, the prevailing party shall be entitled to, in addition to costs, reasonable attorney's fees.

E. **Modification.** The lease may be modified at any time by written agreement of the Resident and the Landlord.

F. **Waiver.** No delay or failure by Landlord in exercising any right under this Agreement, and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless expressly provided herein or as required by ORS 90.415.

G. **False information.** Resident understands that deliberate submission of false information will be considered a violation of this Agreement and will result in the termination of this Agreement. If any information supplied in conjunction with application for this rental unit is later found to be false this is grounds for termination of tenancy.

H. **Complete agreement.** This Rental / Lease Agreement, any rules and regulations for the premises, and any other written addenda executed by the parties on or after the date of this Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein.

I/We have read the terms and conditions listed in this contract.

X		X	
<u>Resident</u>	<u>Date</u>	<u>Resident</u>	<u>Date</u>
X		X	
<u>Resident</u>	<u>Date</u>	<u>Resident</u>	<u>Date</u>
X		X	
<u>Resident</u>	<u>Date</u>	<u>Landlord</u>	<u>Date</u>