



HOUSING AUTHORITY of the County of Butte

(530) 895-4474
FAX (530) 895-4469
TDD/TTY (800) 735-2929
(800) 564-2999 Butte County Only
WEBSITE: www.butte-housing.com
2039 Forest Avenue • Chico, CA 95928

RESIDENTIAL LEASE AGREEMENT
Housing Authority of the County of Butte

1. This Lease Agreement is executed between the Housing Authority of the County of Butte (herein referred to as "HACB"), and «First Name» «Last Name» (herein referred to as "Tenant"), and becomes effective as of this date: «Move\_In».

a) Unit: HACB, relying upon the representations of Tenant as to Tenant's Income, household composition and housing need: leases to Tenant, (upon Terms and Conditions set forth in this Section 1 of this Lease Agreement) the Dwelling unit LOCATED at «Unit Street Number» «Unit Street1» «Unit Box Number» «Unit City», «Unit State» «Unit Zip» (hereinafter referred to as "premises") to be occupied exclusively as a private residence by their household.

TENANT UNIT NUMBER «Unit Street Number» BEDROOM SIZE
«Bedroom Size»

b) Household Composition: The Tenant's household is composed of the individuals listed below who have been approved and authorized by the HACB to live in the dwelling unit other than the Head or Spouse, each household member should be listed by age, oldest to youngest. The head of household, spouse, and authorized representative of the Housing Authority shall execute the Lease.

Table with 4 columns: Name, Relationship, Birthdate, Social Security #. Rows 1-8 with placeholder names and relationships.



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- 9. «Member\_9\_Name»      «Member\_9\_Relation»      «Member\_9\_Birthdate»  
   «Member\_9\_SSN»
- 10. «Member\_10\_Name»      «Member\_10\_Relation»      «Member\_10\_Birthdate»  
   «Member\_10\_SSN»
- 11. «Member\_11\_Name»      «Member\_11\_Relation»      «Member\_11\_Birthdate»  
   «Member\_12\_SSN»
- 12. «Member\_13\_Name»      «Member\_12\_Relation»      «Member\_12\_Birthdate»  
   «Member\_12\_SSN»

c) **Term:** The term of this Lease shall be one year, renewed as stipulated in Section 2 of this Lease.

d) **Rent:**

Tenant shall pay monthly rent in the amount of \$«Tenant\_Rent». If lease begins other than on the first day of the month, the first month’s partial rent shall be from      to      , prorated at \$\_\_\_\_\_.

Rent is based on: Flat Rent  Income

Tenant may change rent calculation methods at any recertification. Tenants who choose flat rent may request a re-examination and change to income-based rent any time if the Tenant’s income decreases, or on-going expenses such as childcare, medical care or other circumstances create a hardship for the family.

This amount is due on the first day of each month at the HACB site office located @ 2039 Forest Avenue, Chico, CA 95928 or at other locations specified and approved by the HACB. Rent can be mailed, or delivered to the 24 hour drop box located at the HACB main office.. If a reasonable accommodation as to payment location is needed, other arrangements may be made with approval from HACB.

Monthly rent payments are due on the first (1<sup>st</sup>) day of every month and late by end of the fifth (5<sup>th</sup>) day of the month. A 3/14 day notice to “Pay Rent or Quit” will be served on the Tenant should rent not be received by the fifth day of the month. In the event that Tenant fails to pay rent in full by the end of the 5<sup>th</sup> day after it is due, Tenant agrees to pay a **late charge of twenty-five dollars (\$25.00)**. Tenant is hereby advised that pursuant to Civil Code Section 1719, if any check is returned by Tenant’s bank, Tenant may be liable to the HACB for the amount of the check plus a **return check charge of twenty-five dollars (\$25.00)**. No CASH accepted. Late rent charges and return check charges are due and payable by the 15<sup>th</sup> of each month.



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If a Tenant is paying the minimum rent and its circumstances change creating an inability to pay the rent, the Resident may request suspension of the minimum rent because of a recognized hardship.

The HACB shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives HACB's written notice of the charge. Maintenance charges are due 30 days from the date of the invoice.

Rent and other charges can be paid at the HACB main office

## 2. LEASE TERM

This Lease shall begin on «Move In». The term shall be one year and shall renew automatically yearly, unless terminated for serious or repeated violation(s) of material terms of the lease as set forth herein. Lease terms are:

- a) To make all payments due under the lease, including payments for security deposits, maintenance charges, and executed repayment agreements;
- b) To comply with all household obligations identified in this lease;
- c) To not assign the lease or sublease the unit;
- d) To not provide accommodations for boarders or lodgers;
- e) To use the unit solely as a private dwelling for the household identified in the lease, and not to use or permit its use for any other purpose;
- f) To not permit any member of the household, guest, or another person under the Tenant's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees; or any drug-related criminal activity on or off the premises;
- g) To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents;
- h) To abide by necessary and reasonable written regulations promulgated by the HACB for the benefit and wellbeing of the housing property and its authorized Tenants, which shall be incorporated by reference in this lease;
- i) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety including maintenance of the smoke detector(s) and carbon monoxide detector(s);
- j) To keep the dwelling unit and such other areas as may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition including maintenance of the smoke detector(s) and carbon monoxide detector(s);
- k) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;
- l) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenance;



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- m) To cause the household, its guests, and any other person(s) under the Tenant's control, to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project;
- n) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the Tenant, a member of the household or a guest;
- o) To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.

Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

### 3. NOTICE OF LEASE TERMINATION:

If the HACB proposes to terminate this Lease, the Tenant shall be given written notice of the proposed termination, as listed below:

- a) For failure to pay rent or utilities, at least fourteen (14) days;
- b) For creation or maintenance of a threat to health or safety of Other residents or HACB's employees, a reasonable time based on the urgency of the situation;
- c) For all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the HACB shall be either personally delivered to the Tenant or to an adult member of the Tenant's family residing in the dwelling unit, or sent to the Tenant by First Class Mail, properly addressed, postage pre-paid.

The notice shall:

- a) Specify the date the Lease shall be terminated;
- b) State the grounds for termination with enough detail for the Tenant to prepare a defense. The HACB shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- c) Advise the Tenant of the right to reply as he/she may wish, to examine the HACB's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

**If the monthly rent, or amounts associated with executed security deposits, smoking deposits, or repayment agreements are not paid as agreed, or the terms of the Lease are violated, legal**



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**proceedings will be initiated to recover possession of the premises and the Tenant will be charged with the actual cost of such proceedings.**

**4. LEASE TERMINATION BY TENANT:**

The Tenant shall give the HACB thirty (30) day’s written notice before moving from the dwelling unit. If the Tenant does not give the full notice, the Tenant shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

**5. TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF TENANT:**

Upon the death of the Tenant, or if there is more than one Tenant, upon the death of all Tenants, either HACB or the personal representative of the Tenant’s estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Tenant’s estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Tenant’s estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Tenant’s occupancy, normal wear and tear excepted.

If during the term of this Lease the Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the HACB cannot make a reasonable accommodation to enable the Tenant to comply with the Lease; then action shall be taken. The HACB will assist the Tenant or designated member(s) of the Tenant’s family to move the Tenant to more suitable housing. If there are no family members, the HACB will work with the appropriate agencies to secure suitable housing. This Lease will terminate upon Tenant moving from the unit.

**6. UTILITIES:**

The HACB shall provide the following as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control:

- Garbage       Gas       Electric       Water       Sewer

The Tenant agrees to pay for the following utilities:

- Garbage       Gas       Electric       Water       Sewer

Tenant agrees to call all utility companies providing utilities for which they are responsible, as marked above, and ensure utility service is in their name prior to occupancy. If Tenant fails to abide by this provision, Tenant will be notified and billed for the charges, for which they are legally responsible pursuant to this lease, and resident must provide proof to the HACB that the utilities for which the Tenant is responsible are in the Tenant’s name.



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The Utility Allowance Schedule for Tenant Paid Utilities is posted in the HACB's main office. The Tenant shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. Tenant agrees not to waste utilities furnished by the HACB or use utilities or equipment for any unauthorized purpose or unintended purpose. Excess utility charges are due and payable thirty (30) calendar days after billing. Utility allowance revisions based on rate changes shall be effective the first day of the month following the next recertification. Revisions based on changes in its consumption or other reasons shall become effective at each family's next annual reexamination.

#### **7. SECURITY DEPOSIT:**

The Resident has paid the amount of \$\_\_\_\_\_ to the HACB as a Security Deposit. With the approval of the HACB, the Security Deposit may be made in three payments: 1/3 in advance, 1/3 with their second rent payment, and 1/3 with their third rent payment. The Security Deposit Payment Agreement must be paid within sixty (60) calendar days of the date of this agreement, and the executed Security Deposit Payment Agreement shall be part of this lease agreement.

The HACB will hold this security deposit for the period the Tenant occupies the dwelling unit.

The HACB shall not use the Security Deposit for rent or other charges while the Tenant is living in the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and HACB has inspected the dwelling unit.

Within 21 days after the Tenant has vacated the dwelling unit, the HACB shall return the Security Deposit after deducting whatever amount is needed to pay the cost of:

- a) Unpaid rent;
- b) Repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report;
- c) Cleaning charges, including, but not limited to, cleaning of apartment, window blinds, carpets, VCT Tile, and yard;
- d) Other charges due under the lease, including, but not limited to, maintenance charges, utility charges, and executed repayment agreements.

The HACB shall provide the Tenant with a written list of any charges made against the Security Deposit. If the Tenant disagrees with the amount deducted, the HACB will meet with the Tenant to discuss the charges.

#### **8. OCCUPANCY:**

The Tenant shall use the premises as a private dwelling for himself or herself and the persons named in of this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the HACB. It is the



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responsibility of the Tenant to inform the HACB promptly of the birth, adoption, or court-awarded custody of a child.

The Tenant shall not:

- a) Permit any persons other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) consecutive days or a total of 30 cumulative calendar days during any 12 month period without obtaining the prior written approval of the HACB;
- b) Sublet or assign the unit, or any part of the unit;
- c) Engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- d) Act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors, former Tenants who have been evicted are not permitted as overnight guests;
- e) Permit any guests who represent the unit address as their residence for any reason, they will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence shall be deemed a violation of the lease;
- f) Permit any member of the household, a guest, or another person under the Tenant's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or HACB employees;
- g) Permit any member of the household, a guest, or another person under the Tenant's control to engage in any violent or drug-related criminal activity on or off the premises;
- h) Be absent from the unit for more than THIRTY (30) consecutive days without receiving HACB approval. The Tenant must notify HACB in of the intended absence;
- i) Have or permit pets or animals of any kind in the dwelling unit without the prior approval of the HACB and execution of the Pet Agreement Policy and an executed Pet Lease Addendum. Assistance or Service Animals will be permitted when there is a person with disability in the household, and the Tenant requests and receives HACB approval for a reasonable accommodation in accordance with the HACB policy.

With the prior written permission of the HACB, the Tenant can incidentally use the premises for legal permissible income producing purposes so as the business does not infringe on the rights of other residents. All such business-related uses of the premises must meet all zoning requirements and the Tenant must have the required business licenses and permits, and show verification of insurance, to carry out their proposed business

The Tenant has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Tenant's guests, visitors, and with the consent of the HACB, foster children and/or adults and the live-in caregiver of the Tenant's family.



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**9. CONDITION OF DWELLING:**

By signing this Lease and the Unit Move-In Inspection Report, the Tenant acknowledges that the dwelling unit is safe, clean, and in good condition, and that all appliances, equipment, smoke detector(s), and carbon monoxide detector(s) in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Tenant and HACB, is attached to the Lease.

**10. RENT RECERTIFICATIONS:**

Each year, by the date specified by HACB, Tenants who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The HACB shall verify the information supplied by the Tenant and use the verified information to establish the amount of the Tenant's rent for the next year. At the time of the annual review, the HACB shall advise the Tenant of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve (12) month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State Welfare program within the last six (6) months.

Income reviews will be held every third year for Tenants choosing flat rent option. Tenants who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the Tenant may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Tenant is reporting no income and Tenant has chosen the percentage of income rent option, the HACB will schedule special rent reviews every SIXTY (60) days. In addition, the Tenant may request a change in the rent choice option before the date of the review if the Tenant experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or their circumstances create a hardship on the Tenant such that the formula method would be more financially feasible for the Tenant.

Tenants paying rent based on income may meet with the HACB to discuss any change in rent resulting from the recertification process; and, if the Tenant does not agree with the determination of Tenant rent, the Tenant may request a hearing in accordance with the HACB's grievance procedures.

**11. INTERIM RENT ADJUSTMENTS:**

Tenants must report to the HACB within TEN (10) days of their occurrence any of the following changes in household circumstances when they occur between Annual Rent Recertifications:

- a) A member has been added to the family through birth, adoption, or court-awarded custody;
- b) A household member is leaving or has left the family unit.



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In addition, Tenants paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:

- a) A decrease in annual income;
- b) Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or go to school;
- c) Handicapped assistance expenses, which enable a family member to work;
- d) Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance;
- e) Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Tenant's rent shall not be reduced if the decrease in the Tenant's annual income is caused by a reduction in the welfare or public assistance benefits received by the Tenant that is a result of the Tenant's failure to comply with the conditions of the assistance program requiring participation in an economic self – sufficiency program or other work activities. In addition, if the decrease in the Tenant's annual income is caused by a reduction in welfare or public assistance benefits received by the Tenant that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the Tenant shall include what the Tenant would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a Tenant that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Tenant's rent will be reduced as a result of such a decrease.

The HACB shall verify the information provided by the Tenant to determine if a decrease in rent is warranted.

If the Tenant receives a letter or notice from HUD concerning the amount or verification of the Tenant's income the communication shall be brought to the HACB site office within 30 calendar days.

## **12. EFFECTIVE DATE OF RENT CHANGE:**

The HACB shall give the Tenant written notice of any change in the Tenant's rent. The notice shall be signed by the HACB, state the new amount the Tenant is required to pay, and the effective date of the new rental amount.

- a) Rent Decreases: The HACB shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after Tenant reports the change in household circumstances. This rent change may be retroactive to the appropriate date if less than five (5) working days have been given to the HACB to process this change.
- b) Rent Increases: The HACB shall process rent increases so that the Tenant is given no less than 30 days advance written notice of the amount due.



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Once rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Tenant elects to change from flat rent calculation method.

**13. TENANT OBLIGATION TO REPAY:**

Tenants who pay rent based on income shall reimburse the HACB for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a) Tenant does not submit rent review information by the date specified in the HACB’s request;
- b) Tenant submits false information at Admission or at annual, special, or interim review.

Tenant is not required to reimburse the HACB for undercharges caused solely by the HACB’s failure to follow U.S. Department of Housing and Urban Development’s procedures for computing rent.

**14. COMMUNITY SERVICE AND SELF-SUFFICIENCY:**

Each non-exempt adult resident of the Tenant’s household who is eighteen (18) years or older shall spend eight (8) hours a month performing documented community service, engaging in an economic self-sufficiency program, or a combination of both. The HACB will not renew this lease if the family has violated the requirements to perform community service or economic self-sufficiency activities.

**A. Definitions**

**Community Service:** volunteer work which includes, but is not limited to:

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.
- Work with a non-profit organization that serves HACB Tenants or their children such as: Boy or Girl Scouts, Boys and Girls Clubs, 4-H program, PAL, Garden Center, Community clean-up programs, beautification programs, other youth or senior organizations.
- Working through resident organization to help other residents with problems, serving as an officer in a resident organization, serving on the Resident Advisory Board.
- Caring for the children of other Tenants so they may volunteer.

**NOTE: Political activity is excluded**

**Self Sufficiency Activities:** any program designed to encourage, assist, train, or provide work includes, but is not limited to:

- Job readiness programs;
- Job training programs;
- GED classes;
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes;
- Apprenticeships;



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- Budgeting and credit counseling;
- Any kind of class that helps a person toward economic independence;
- Full time student status at any school, college, or vocational school.

The HACB will give Tenants the greatest choice possible in identifying community service opportunities. The HACB will also consider a broad range of self-sufficiency opportunities.

### **B. Program Requirements**

- 1) At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The HACB will make the determination of whether to allow or disallow a deviation from the schedule.
- 2) Activities must be performed within the community the Tenant resides.
- 3) Family obligations:
  - At Lease execution or re-examination, all adult members (18 or older) of a public housing Tenant family must:
    - Provide documentation that they are exempt from Community Service and Self-Sufficiency Program requirement if they qualify for an exemption;
    - Sign a certificate that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service and Self-Sufficiency Program requirement will result in a nonrenewal of this Lease.
  - At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the HACB) of activities performed over the previous twelve- (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.
- 4) Change in exempt status:
  - If, during the twelve- (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the HACB and provide documentation of such.
  - If, during the twelve- (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the HACB. The HACB will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

### **C. HACB Obligations:**

- 1) To the greatest extent possible and practicable, the HACB will:
  - Provide names and contacts of agencies that can provide opportunities for Tenants, including disabled, to fulfill their Community service and Self-Sufficiency Program obligations. (*According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service and Self-Sufficiency Program requirement.*)
  - Provide in-house opportunities for volunteer work or self-sufficiency programs.



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- 2) The HACB will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution.
- 3) The HACB will make the final determination as to whether or not a family member is exempt from the Community Service and Self-Sufficiency Program requirement. Tenants may use the HACB’s Grievance Procedure if they disagree with the HACB’s determination.
- 4) Noncompliance of family member:
  - At least thirty (30) days prior to annual re-examination and/or lease expiration, the HACB will begin reviewing the exempt or non-exempt status and compliance of family members.
  - If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the HACB to make up the deficient hours over the next twelve- (12) month period.
  - If, at the next annual re-examination, the family member is still not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.
  - The family may use the HACB’s Grievance Procedure to protest the lease termination.

**D. Exemptions:** The HACB shall provide an exemption from the Community Service and Self-Sufficiency Program requirement for any adult (18 or older) household member who:

- Is 62 years of age or older;
- Has a disability that prevents him/her from being gainfully employed;
- Is the caretaker of a disabled person;
- Is working at least 30 hours per week;
- Is participating in a welfare to work program.

**15. MAINTENANCE:**

The Tenant Agrees To:

- a) Keep the dwelling unit and other areas assigned for the Tenant’s exclusive use in a clean and safe condition including maintenance of smoke detector(s) and carbon monoxide detector(s);
- b) Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c) Not litter the grounds or common areas of the property;
- d) Not undertake, or permit his/her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e) Not destroy, deface, damage or remove any part of the dwelling unit, smoke detector(s), carbon monoxide detector(s), common areas, or property grounds;
- f) Give the HACB prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment, smoke detectors or any other part of the unit or related facilities;



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- g) Not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location;
- h) Not park trailers, recreational vehicles, and boats, whether owned by Tenants or guests, these must be stored off site;
- i) Remove garbage and other waste from the dwelling unit in a clean and safe manner;
- j) Pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings facilities or common areas caused by the Tenant or his/her household or guests, and to do so within thirty (30) days after the receipt of the HACB's itemized statement of the repair charges. The Damage and Service Charge Schedule is posted in the HACB's site office. If the item is not listed on the Schedule, the Tenant shall be charged the actual cost of labor and materials incurred by the HACB to make needed repairs (including overtime, if applicable);
- k) Keep front and back yards clean of debris and personal items must be stored in order to prevent clutter. As applicable, front and/or back yard lawns must be mowed and watered, leaves raked and picked up and maintained by Tenants. Yard waste shall be lawfully disposed. Failure to maintain yards may result in a violation notice and re-inspection to ensure Resident fulfills obligations pursuant to this lease agreement. Tenants who are unable to perform such tasks due to age or disability shall be exempted from the obligation upon written request to the HACB and proper documentation received pursuant to the HACB reasonable accommodation policy;
- l) Place their trash, recycling, and organic waste containers at the curbside on designated pick up days. All trash, recycling, and organic waste containers must be returned to their designated exclusive use storage areas within twenty-four (24) hours;
- m) Report any pests which are observed in the dwelling unit. HACB reserves the right to provide routine pest control services at no cost to the Resident. However, should an extended or more concentrated service be required due to housekeeping or other conditions caused by the Resident, or refusal of routine service by the Resident, then the Tenant will be charged the actual cost of this extended or concentrated service. To prepare for the pest control services, the Resident may be required, at HACB's request, to remove all items from cabinets, shelves and drawers in kitchen and pantry areas, plus follow the protocols to prepare the dwelling unit for pest control in order to rid the dwelling unit of pest infestation;
- n) Water lawn areas for which they are responsible without overflow and waste.

The HACB Agrees To:

- a) Maintain the premises and the property in decent, safe and sanitary condition;
- b) Comply with the requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c) Make necessary repairs to the premises;
- d) Keep property buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition;
- e) Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, smoke detector(s), carbon monoxide detector(s), and other facilities and appliances, including elevators, supplied or required to be supplied the HACB;



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- f) Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Tenant;
- g) Supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by an installation within exclusive control of the Tenant and supplied by a direct utility connection.

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a) The Resident shall immediately notify the HACB;
- b) The HACB shall be responsible for the repair of the unit within a reasonable time. If the Tenant, household members, or guests caused the damage, the reasonable cost of the repairs shall be charged to the Tenant;
- c) The HACB shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time;
- d) The HACB shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Tenant rejects the alternative accommodations or if the Tenant, Tenant's household, or guests caused the damage.

#### 16. RESTRICTIONS ON ALTERATIONS:

The Tenant shall not do any of the following **without first obtaining the HACB's written permission:**

- a) Dismantle, change or remove any part of the appliances, fixtures, or equipment in the dwelling unit;
- b) Paint or install wallpaper or contact paper in the dwelling unit;
- c) Attach awnings or window guards in the dwelling unit;
- d) Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- e) Attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- f) Install or alter carpeting, resurface floors or alter woodwork;
- g) Install washing machines, dryers, fans, heaters, or air conditioners in an elderly dwelling unit;
- h) Place any aerials, antennas, television reception devices or other electrical connections on or near the dwelling unit, (see addendum on satellite dish restrictions);
- i) Install additional or different locks or gates on any doors or windows of the dwelling unit, or install locks on yard fencing gates;
- j) Install or remove any landscape, shrubbery, fencing or other building elements;
- k) Operate a business as an incidental use in the dwelling unit;
- l) Installation and use of portable swimming pools;
- m) Installation and use of trampolines;
- n) Park vehicles anywhere within the premises that leak oil, diesel fuel, or gasoline. Tenants may be charged for the damage and clean up caused by such leaks, and damage caused by the



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parking, or working on vehicles, within the premises. Tenants shall not leave cars on jack stands unattended at any time.

**17. ACCESS BY THE HACB:**

The HACB shall provide two (2) days written advance notice to the Tenant of his/her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Tenant shall permit the HACB, his/her agents, or other persons, when accompanied by the HACB, to enter the dwelling unit for these purposes. In the event that the Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the HACB shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of that visit.

The HACB may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.

**18. MOVE-IN AND MOVE-OUT INSPECTIONS:**

The HACB and Tenant, or Tenant representative, shall inspect the dwelling unit jointly prior to occupancy by Tenant. HACB will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the HACB and the Tenant, and a copy of the statement shall be retained in the Tenant's file. The HACB will correct any deficiencies noted on the inspection report, at no charge to Tenant.

The HACB and Tenant will inspect the unit jointly at the time Tenant vacates, and the Tenant will be given a written estimated statement of charges, if any, for which the Resident is responsible. Tenant, or Tenant representative, may join in such inspection, unless Tenant vacates without notice to HACB.

The HACB may perform interim or annual inspections of the dwelling unit to inspect unit condition, maintenance, housekeeping, health and safety. Except for emergencies, Tenant shall be provided minimum twenty-four (24) hours written notice by HACB prior to entry.

**19. SIZE OF DWELLING:**

The Tenant understands that the HACB assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Tenant is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the HACB's transfer policy becomes available, the Tenant shall be given up to 30 days from the date of Transfer Notice in which to move to the new unit. Failure to move within the 30 day period, subjects the Tenant to (1) liability for any additional rent/charges in either unit, and (2) lease termination.



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If the HACB determines that a Tenant must transfer to another unit based on family composition, the HACB shall notify the Tenant. The Tenant may ask for an explanation stating the specifics of the determination, and if the Tenant does not agree with the determination, The Tenant may request a hearing in accordance with the HACB's grievance procedures.

## **20. PROPERTY ABANDONMENT:**

If a Tenant abandons the dwelling unit, the HACB shall take possession of the Tenant's personal property remaining on the premises, and shall store and/or dispose of the property in accordance with State law. The HACB will consider the unit to be abandoned when a Tenant has fallen behind in the rent and has clearly indicated by words and actions an intention not to continue living in the unit. Tenant is liable for reasonable costs and expenses incurred in removing, storing, caring, and selling the property. The HACB can collect from the Tenant all these costs.

The HACB may sell or otherwise dispose of the property 18 days after the HACB receives actual notice of abandonment or 18 days after it reasonably appears to the HACB the Tenant has abandoned the premises, whichever date occurs last. At least 14 days prior to the sale, the HACB agrees to make reasonable efforts to notify the Tenant of the sale by sending written notice of the sale by certified mail, return receipt requested, to the Tenant's last known address or likely living quarters if that is known by the HACB. The HACB shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. HACB may use the money from the sale to pay off any debts the Tenant owes the HACB. Any amount above this belongs to the Tenant, if the Tenant has written and asked for it.

## **21. DELIVERY OF NOTICES:**

Notice by HACB: Any notice from the HACB shall be in writing and either personally delivered to the Tenant or to an adult member of the Tenant's family residing in the dwelling unit, or sent to the Tenant by Certified Mail, return receipt requested, properly addressed, postage pre-paid.

Notice by Tenant: Any notice to the HACB shall be in writing, and either personally delivered to the HACB at the site office, or sent to the HACB by first class mail, postage pre-paid and addressed to: The Housing Authority of the County of Butte (HACB).

If the Tenant is visually impaired, notices shall be in accessible format.

## **22. GRIEVANCES:**

All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy, which are based upon a Tenant's creation or maintenance of a threat to health and safety of other Tenants or HACB employees, shall be processed under Grievance Policy. This policy is posted in the HACB site office where copies are available upon request.



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Before the HACB shall schedule a Grievance Hearing for any grievance concerning the amount of rent the HACB claims is due, the Tenant must first bring his/her rent account current by paying the HACB an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Tenant shall continue to deposit this same monthly rent amount into the HACB's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the HACB is required to afford the Tenant the opportunity for a hearing in accordance with the HACB's grievance procedure for a grievance concerning Lease termination, the tenant shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

**23. ATTORNEY FEES & COURT COSTS:**

In the event legal action is required to enforce any provision of this LEASE, the prevailing party shall be awarded reasonable attorney's fees and associated costs. If the Resident abandons their personal property, the HACB will remove the Tenant's personal property from the dwelling unit and dispose of such property in a manner prescribed by law. The Resident shall be responsible for the actual costs of removal, storage, and disposal of the personal property.

**24. HOUSE & YARD RULES:**

The Tenant agrees to obey any House & Yard Rules, which are reasonably related to the safety, care and cleanliness of the premises and the safety, comfort, and convenience of the Tenant and neighbors. Such rules may be modified by the HACB from time to time provided that the Tenant receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30-day comment period at 30 days before proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this Lease.

**25. ACCOMODATION OF PERSONS WITH DISABILITIES:**

The HACB shall provide reasonable accommodation to the extent reasonable and feasible to provide a person with disabilities the opportunity to occupy their unit in the same manner as a non-disabled resident. Tenant may at any time during their tenancy request reasonable accommodation for a person with disabilities who is a member of the Resident's household.

**26. DISCRIMINATION PROHIBITED:**

The HACB shall not discriminate based upon race, ethnicity, color, creed, religion, national origin, sex, marital status, age, disability, familial status, source of income, sexual orientation, ancestry, medical condition, or and shall comply with all nondiscrimination requirements of Federal, State, and local law.



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**27. ATTACHMENTS TO THE LEASE:**

The Tenant here acknowledges the following Attachments to this Lease, and understands that these Attachments are part of this Lease.



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**Attachments:**

- |                                     |                                      |
|-------------------------------------|--------------------------------------|
| 1) Community Service Policy         | 10) Repayment Agreement Policy       |
| 2) EIV Policy & Pamphlet            | 11) Satellite Dish Agreement Policy  |
| 3) Family Responsibilities          | 12) Authorization Allow Access Form  |
| 4) Fraud Policy & Pamphlet          | 13) Security Deposit Payment Policy  |
| 5) Grievance Policy                 | 14) Smoking Deposit Agreement Policy |
| 6) Lead Paint Disclosure & Pamphlet | 15) Smoke Detector Policy            |
| 7) Mold Addendum                    | 16) Carbon Monoxide Detector Policy  |
| 8) Pet Agreement & Policy           | 17) Standard Maintenance Charges     |
| 9) Violence Against Women Act       | 18) Yard Maintenance Rules           |
|                                     | 19) No Smoking Lease Addendum        |

Misc. other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signatures:**

**Tenant:**

- |          |       |
|----------|-------|
| 1) _____ | _____ |
|          | Date  |
| 2) _____ | _____ |
|          | Date  |
| 3) _____ | _____ |
|          | Date  |
| 4) _____ | _____ |
|          | Date  |

**Housing Authority of the County of Butte:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Tenant's Phone #'s: Home \_\_\_\_\_ Cell \_\_\_\_\_

HACB Property Specialist Name & Phone #: \_\_\_\_\_



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HACB Maintenance/Work Order Telephone #: \_\_\_\_\_



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