



DEVELOPING THRIVING COMMUNITIES

# Renting and Your Rights

DEVNW WORKSHOP

HUD Renting Programs	1	Reasonable Accom. & Modifications	13
Renters' Insurance	3	Wildfire FAQ for Tenants	14
S.M.A.R.T Goals	4	Eviction Process	16
Anna Spreading Plan	5	Renter Resources	18
Rental Agreement	6	Tracking Expenses	19
Renters' Rights	10	Monthly Spending Plan	20
Maintenance Responsibilities	12		



## RENTING AND YOUR RIGHTS

**HUD Rental Programs**

<b>Housing Choice Voucher Program</b>		
	<b>Housing Choice Voucher Program (Section 8)</b>	<b>Project-Based Voucher Program</b>
Target Audience	Very low-income families, the elderly, and the disabled	Very low-income families, the elderly, and the disabled
Purpose of Program	Assist program participants to obtain decent, safe, and sanitary housing in the private market	Assist program participants to obtain decent, safe, and sanitary housing in the private market
How Program Funds Are Administered	Housing choice vouchers are administered locally by public housing agency (PHAs) that receive federal funds from HUD	Project-based vouchers are administered locally by PHAs that receive federal funds from HUD
How Subsidy Is Paid	Subsidy is paid to the landlord directly by the PHA on behalf of the participating family; family then pays the difference between the actual rent and amount subsidized	Subsidy is paid to the landlord directly by the PHA on behalf of the participating family; family then pays the difference between the actual rent and amount subsidized
Voucher Recipient (Family's) Responsibilities	Applying for the program and finding a suitable housing unit of the family's choice where the owner agrees to rent under the program	Apply for specific unit either through PHA or property owner.
Landlord Responsibility	Provide decent, safe, and sanitary housing that passes and maintains program standards and offers a reasonable rental rate	Provide decent, safe, and sanitary housing that passes and maintains program standards and offers a reasonable rental rate
Rental Terms	Family signs a lease for at least one year with possibility of subsequent month-to-month lease	Family signs a lease for at least one year with possibility of subsequent month-to-month lease
Additional Provisions	Moves due to circumstances like changes in family size or job location are allowed; family must notify PHA and terminate lease under leasing terms	If family moves out of the unit, the contract with the owner ends and the family loses the voucher assistance

## RENTING AND YOUR RIGHTS

**HUD Rental Programs**

Program	Agency	Purpose of program	Target Audience	Contact
<b>Housing Opportunities for Persons with AIDS (HOPWA)</b>	HUD makes grants to local communities, states, and nonprofit organizations for projects that benefit low-income persons living with HIV/AIDS and their families	To assist with housing needs of people living with HIV/AIDS	Low-income persons living with HIV or AIDS	<a href="http://www.hudexchange.info/programs/hopwa">www.hudexchange.info/programs/hopwa</a>
<b>Veterans Affairs Supportive Housing (VASH)</b>	HUD provides housing choice vouchers and the Department of Veterans Affairs provides case management and outreach.	To end veteran homelessness	Currently homeless veterans	877-4AID-VET Or <a href="http://www.va.gov/homeless/hud-vash.asp">www.va.gov/homeless/hud-vash.asp</a>

PROTECT YOUR BELONGINGS

# Renters' Insurance

While some landlords require Renters' Insurance and others do not, DevNW recommends every renter obtain renters insurance. It offers more than just protection of your belongings at an affordable rate. Here's an explanation of Renters' Insurance from NerdWallet:

A standard renters policy covers your personal items, pays your expenses if you need to relocate temporarily during covered repairs and includes liability in case you are sued for negligence.

## Personal property

Most renters insurance reimburses you for the loss or destruction of items such as clothing, jewelry, smartphones and other personal belongings due to events like fire, theft, riots, windstorms, and vandalism.

Note that your personal belongings aren't just covered when they're in your home, but also when you're out and about. So if your bike is stolen from outside a store, or a pickpocket nabs your phone, your renters insurance policy will cover you — with a few caveats. First, your deductible will apply, and second, there may be a limit on how much coverage you have outside your home (typically 10% of your total personal property limit).

Most insurance companies offer two reimbursement options for your renters policy:

- **Replacement cost policies** pay for the actual cost of replacing your possessions with new ones. For example, if your TV is ruined, you'd get enough to buy a new, similar TV.
- **Actual cash value policies** pay to replace your belongings based on their value at the time they're damaged or stolen. That means that if your ruined TV is a couple of years old, your claim check would be enough to buy a 2-year-old TV. To get a new TV, you'd pay the difference yourself.

Replacement cost coverage is more expensive, but if you think you'll want brand-new items to replace those lost in a disaster, it may be worth spending the extra money.

## Additional living expenses, or loss of use

If your home becomes uninhabitable due to circumstances covered by your policy, renters insurance coverage generally pays for additional living expenses as your home is repaired. These include hotel bills, restaurant meals and other costs above what you would normally pay.

## Liability insurance

If someone is injured in your rental and sues you, a lawsuit could wreck your finances for years. The liability portion of your renters insurance policy covers you in these events, paying out for someone else's bodily injury or property damage. It also covers damage you and your family accidentally do to others.

<https://www.nerdwallet.com/blog/insurance/what-renters-insurance/>

## BUILD A PLAN FOR SAVING FOR HOUSING

## S.M.A.R.T. Goal for Move-In Costs

There are a handful of costs associated with moving into a place of your own. So how much do you need to plan for? That's where SMART Goals come in—use this template to help you break down your goal in to small pieces by making your housing goal **(S) for Specific, (M) for Measurable, (A) for Actionable, (R) for Relevant and (T) for Time-bound.**

Isabella is looking at moving and wants to compare what she'd need to save for moving into a 1 bedroom, 1 bath place of her own verses splitting a place with her good friend Lily.

	Isabella: Scenario 1	Isabella: Scenario 2	Your Scenario:	Your Scenario:
S	1 bd/1bath or studio from Property Management	2 bd/1 bath split with roommate through private landlord		
M	Security Deposit - \$900	Security Deposit - \$600	Security Deposit -	Security Deposit -
	First month - \$900	First month - \$600	First month -	First month -
	Last month - \$900	Last month - none	Last month -	Last month -
	Pet Deposit - \$50	Pet Deposit \$150	Pet Deposit -	Pet Deposit -
	Application fee - \$50	Application fee - none	Application fee -	Application fee -
	U-Haul moving - \$60	Friends pick up - \$25	U-Haul moving -	U-Haul moving -
	Couch/coffe table - \$200	Furniture on Craiglist\$50		
	Other cost -	Other cost -		
	Other cost -	Other cost -		
	Total Costs = \$3,060	Total Costs = \$1,425	Total Costs =	Total Costs =
Current Savings = \$615	Current Savings = \$615	Current Savings =	Current Savings =	
Savings Goal = \$3,060	Savings Goal =	Savings Goal =	Savings Goal =	
T	Nine months	Nine months		
A	Save <b>\$272</b> per month	Save <b>\$90</b> per month	Save \$ /m	Save \$ /m
R	Not quite	<b>Yes!</b>		

After using the SMART Goal framework Isabelle concluded that planning to get a two bedroom with Lily results in a monthly goal of \$90 per month, a much more realistic and actionable plan for where she is today.

My monthly saving goal for housing move in costs is:

\$		/m
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# Anna Spending Plan

Anna is a recent college graduate and is ready to move out on her own. She's been at her new job as a Finance Assistant for a few months and has been able to save enough for a rental deposit and first month's rent. Her and her best friend Hannah just signed their lease and are set to move in on the 1<sup>st</sup> of the month. Anna loves to dine out with her friends and see live music. She also wants to save up to purchase a new car and contribute to employer's retirement account so she can take advantage of the 3% match. Help Anna create a spending plan!

## Monthly Income

	Current	New Plan
Monthly Gross Income	\$ 2,773.00	\$
Income from other jobs/resources (side hustle, SNAP, SSI, SSDI, Child Support, TANF, Social Security, etc.)	\$ 0	\$
<b>Monthly Net Income</b>	<b>\$1,841.03</b>	<b>\$</b>

## Monthly Expenses

	Current	New Plan	Current	New Plan
Rent	\$ 300.00	\$		
Utilities, Trash	\$ 0.00	\$		
Internet	\$0.00	\$		
Groceries	\$ 100.00	\$		
Dining Out	\$ 192.00	\$		
Beer/Cigs/Recreation	\$ 15.00	\$		
Cell Phone & Plan	\$ 55.00	\$		
Transporatation – Gas, Bus	\$ 119.93	\$		
Transportation - Repair	\$ 12.00	\$		
Insurance – Car	\$ 75.00	\$		
Insurance – Renters	\$0.00	\$		
Insurance – Life, Disability, Etc	\$ parents	\$		
Medical/Dental – Out of Pocket			\$15.00	\$
Haircuts			\$ 25.00	\$
Clothing			\$ 148.00	\$
Cable or Streaming Service			\$ 0.00	\$
Entertainment			\$358	\$
Savings for Emergencies			\$50	\$
Saving for Goal (New Car)			\$ 0.00	\$
Saving for Retirement			\$0.00	\$
Charity or Tithing			\$0.00	\$
Debt Payment – Credit Card			\$0.00	\$
Debt Payment – Student Loan			\$25	\$
<b>TOTAL</b>			<b>\$ 1,489.93**</b>	<b>\$</b>

\*\* Extra \$351.1 was saved for deposit and first months rent

Tenant(s): Isabella Sanchez

Tenant(s): Lilly Chen

Rented Premises: 123 Main Street Unit: #4

City: Anywhere Oregon, Zip: 97555 Phone: 541-555-5555

Cell or Mobile: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: Isabella123@gmail.com Email: [lily123@gmail.com](mailto:lily123@gmail.com)

Alternate Mailing: \_\_\_\_\_

Monthly Rent Amount \$ \$1200 Due Date \_\_\_\_\_ Rent is payable on the 1st day of the month if left blank.  
 Lease Term Beginning: 3/15/21 Ending: 7/31/21 1st month's prorated rent from 8/15 to 8/30 is \$ 600

Late Fees	Move-in Accounting Rent & Deposits
<p>If payment is not received by 11:59 p.m. on the 4<sup>th</sup> day of the rental period Tenant(s) will be charged a late fee as follows: (select <b>ONLY</b> one)</p> <p><input type="checkbox"/> One charge per rental installment limited to the amount customary in rental area. \$ _____</p> <p><input type="checkbox"/> Per-day fee shall not exceed 6% of the one-time late fee amount customary in rental area. \$ _____</p> <p><input type="checkbox"/> Incremental late fee shall not exceed 5% of monthly rent for each 5 days of delinquency or portion thereof. \$ _____</p>	<p>Security Deposit \$ <u>1200</u></p> <p>Pet Deposit \$ _____</p> <p>Other Deposits \$ _____</p> <p>Pro-rated Rent \$ <u>600</u></p> <p>1<sup>st</sup> Full Month's Rent \$ <u>1200</u></p> <p>Last Month's Rent \$ _____</p> <p>Other _____ \$ _____</p> <p><b>Minus Deposit to Hold --</b> \$ _____</p> <p><b>Total Due</b> \$ <u>\$3,000</u></p>

Non-Compliance and Other Fees	
Smoke Alarm and Carbon Monoxide Alarm tampering fee	\$ 250.00
Dishonored check fee (plus amount charged by bank)	\$ 35.00
Late payment of utility fee	\$ 50.00*
Failure to clean up animal waste, garbage or other waste	\$ 50.00*
Parking violation or other improper use of vehicle	\$ 50.00*
Smoking/Vaping in a clearly designated non-smoking/vaping unit or area	\$ 250.00*
Unauthorized pet capable of causing damage	\$ 250.00*
* see #18 for explanation	
Early termination of lease fee \$ _____ (Early termination of lease will be charged as a fee equal to 1-1/2 times the monthly rent OR Actual Damages, to be determined at the time of the deposit accounting.)	

**Landscaping**

Tenants shall mow, water and maintain lawn and landscaping in like manner in which it was received, unless otherwise indicated in writing.

O=Owner Pays T=Tenant Pays		Furnished to Unit
<input type="checkbox"/> Electricity	<input type="checkbox"/> Water	<input checked="" type="checkbox"/> Range
<input checked="" type="checkbox"/> Cable	<input type="checkbox"/> Sewer	<input type="checkbox"/> Disposal
<input type="checkbox"/> Gas	<input type="checkbox"/> Garbage	<input checked="" type="checkbox"/> Blinds
Other _____		<input type="checkbox"/> Dishwasher
		<input checked="" type="checkbox"/> Refrigerator
		<input type="checkbox"/> Garbage Can
		<input checked="" type="checkbox"/> Dumpster
		Other _____

**Medical Marijuana**

No marijuana, medical or otherwise, may be grown, stored or consumed on the premises without the prior written consent of Owner/Agent.

**Occupancy of Premises**

Only the following person(s) shall occupy the premises: Isabella Sanchez, Lilly Chen

2B Page 1 of 4 Initials \_\_\_\_\_





**Payments to Owner/Agent**

**For Services of Notices to Owner/Agent**

Owner/Agent: Trusted Property Management  
Address: 111 A St, Anywhere, Oregon 97111  
City/State/Zip: \_\_\_\_\_  
Phone: 555 - 555- 5555  
E-mail: manager@trustedpm.info

Same \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**Emergency Contact for Tenant**

Person to notify in case of emergency or death of Tenant: (See # 12 page 3)  
Name: Maria Sanchez Relationship: Mother  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: 503-555-5555 Email: msanchez@email.com

**Utility or Service Charge Disclosure**

Utility benefiting other Tenants or common area: N/A

Basis for allocation of utility or service charge for common areas:  
Square footage by # of units \_\_\_\_\_ or: \$ \_\_\_\_\_ per \_\_\_\_\_  
Utility fees charged must be paid by: \_\_\_\_\_ to avoid \$50 late fee.

**Parking - Storage - Mail**

Parking Space(s) 2  
Storage Space \_\_\_\_\_  
Mail Box # \_\_\_\_\_

**Disclosures**

- 1) Recycling  IS  IS NOT available.
- 2)  If checked, Smoking is restricted/prohibited on the premises.  
(See attached Smoke Free Agreement.)
- 3)  If checked, the dwelling unit is located in a 100-year flood plain, as determined by the National Flood Insurance Program.
- 4)  If checked, the unit is listed for sale.
- 5)  If checked, the unit is in foreclosure or default.
- 6)  If checked, Owner/Agent may enter the exterior of the premises at any reasonable time for landscaping and/or maintenance.
- 7) Other: \_\_\_\_\_

**Pets Allowed**

No  Yes   
If Yes, see attached Pet Agreement

**Terms and Conditions**

- 1. **Oversized and Water Filled Furnishings:** No aquariums, water beds, pianos, or organs are allowed without the written consent of Owner/Agent.
- 2. **Guests:** Written permission from the Owner/Agent is required if guest remains more than 13 days/nights in any \_\_\_\_\_ month period (if left blank then - 7 days/nights in any one month period.)
- 3. **Tenant Contact Info:** Tenant(s) agrees to provide updated phone, cell and email address to Owner/Agent when applicable.
- 4. **Property Condition:** Tenant(s) shall return premises to Owner/Agent in clean condition. The Owner/Agent's definition of "clean" is binding on all parties.
- 5. **Tenant and Guest Conduct:** Tenant(s) shall restrict all sounds or noise to a reasonable volume. Tenant(s) and their Guest(s) shall conduct themselves in a manner that will not disturb their neighbor's peaceful enjoyment of their premises, including common areas.
- 6. **Notice of Absence:** Tenant(s) shall notify Owner/Agent of any anticipated absence from the premises in excess of 7 days, no later than the first day of the absence.
- 7. **Entry into Premises:** Tenant(s) shall not unreasonably withhold consent to Owner/Agent to enter premises to inspect, make repairs or improvements, or to show the unit to prospective buyers or tenants. Owner/Agent may enter the premises without consent in an emergency, to post notices, or at any reasonable time with 24-hour notice or with permission of Tenant(s). If boxes are checked, Tenant(s) agrees to allow the use of  text messages or  email, or both for the purpose of submitting maintenance requests to Owner/Agent and for providing 24-hour notice to enter by Owner/Agent to Tenant(s).
- 8. **Sublease:** Tenant(s) shall not transfer their interest(s) in this agreement or sublet the premises, or any part of the premises.





8  
**9. Insurance:** Owner/Agent will not be liable or responsible in any way for loss or damage to any property belonging to Tenant(s) or their guests unless caused intentionally or negligently by Owner/Agent. Tenant(s) is responsible to maintain their own fire and theft insurance for their personal property. Tenant(s) is also responsible for liability coverage for damage or fire caused by them or their guest's negligence.  If checked, Tenant(s) must provide proof of liability insurance covering the pet(s) and add the Owner/Agent as an Interested Party for purposes of notification in case of cancellation of policy or reduction of coverage.  **If checked, Renter's Insurance is required** – Tenant is also required to maintain minimum of \$100,000 liability coverage and add Owner/Agent as Interested Party. If Tenant(s) combined household income falls at or below 50% of the median for the area, Renter's Insurance may not be required.

**10. Rent Increases:** If lease expires and converts to a month-to-month tenancy, rent may be increased with a 90-day written notice. Rent increases may not be effective prior to the end of the first year of occupancy.

**11. Abandonment:** Tenant(s) agrees that any belongings, personal property or motor vehicles left on the premises, after termination of tenancy by any means, shall be considered abandoned and may be disposed of in the manner provided by law.

**12. Notices:** All required notices shall be delivered in the manner provided by law to Owner/Agent or Tenant(s). Any notice served by first class mail ONLY, must include an additional 4 days for delivery including date of service. Where allowed by law; notices may be served by first class mail and on the same day attached in a secure manner to the main entrance to the portion of the premises of which the Tenant(s) has possession or to the Owner/Agent at the address provided. Tenant has designated the "person to notify in case of death or emergency" as the person, if the Tenant is living alone, having the same rights and responsibilities as the Tenant regarding personal property. Owner/Agent does not waive the right to terminate tenancy by simultaneously or subsequently served notices.

**13. Use of Premises, Maintenance and Repair:** The premises shall be used only as a dwelling unit. Tenant(s) shall use all electrical, plumbing, sanitary, heating, ventilation, air conditioning and appliances on the premises in a safe and reasonable manner. ALL REPAIR REQUESTS MUST BE SUBMITTED IN WRITING TO OWNER/AGENT.

**14. Damage to Property:** Tenant(s) is responsible for all damages to property or premises caused by stoppage of waste pipes or overflow of bathtubs, toilets, or washbasins, unless caused by circumstances beyond their control (such as roots in the pipes). Tenant(s) must pay for any damage to the building or furnishings other than normal wear and tear. Tenant(s) shall not tamper with or make any alterations to the premises, including changing locks, without written permission of Owner/Agent. Tenant(s) agrees that Owner/Agent is not required to make a repair caused by Tenant(s) in order for Tenant(s) to be liable for the cost of the repair. Tenant(s) may be held liable for rent while the dwelling unit is being cleaned or repaired, if the cleaning or repair results from the Tenant's noncompliance with this agreement. All damage caused by Tenant(s) shall be repaired or replaced at the Tenant's expense.

**15. Hazardous Materials:** Tenant(s) shall not store hazardous or flammable materials at the premises.

**16. Smoke and Carbon Monoxide Alarms:** Tenant(s) acknowledges the presence of a smoke alarm(s) and, if required, a carbon monoxide alarm(s) in fully operational condition in the unit. Tenant(s) is instructed to test the alarms at least every 6 months and replace the batteries as needed. Tenant(s) shall replace expired batteries with 10-year lithium batteries as required by law. Tenant(s) agrees that Owner/Agent is not liable for loss or damage due to the alarm's failure to operate. Tenant(s) is required to immediately notify Owner/Agent in writing of any malfunction of the alarm(s). Tenant(s) shall not remove or tamper with a properly functioning alarm, including removing any working batteries. Tenant(s) agrees to pay a fee of \$250.00 for each violation.

**17. Limited Liability:** Owner/Agent shall not be liable for damages of any kind caused by lack of heat, refrigeration, or other services to the premises arising out of any accident, act of God, or occurrence beyond the control of Owner/Agent. Tenant(s) further agrees to be responsible for and to pay for damages, fines, or fees incurred by Owner/Agent caused by acts of Tenant(s), pets, or guests.

**18. Non-Compliance Fees:** Owner/Agent may charge noncompliance fees as listed on page 1 of this agreement for subsequent violations occurring within one year from issuance of written warning notice of a specific violation. Noncompliance fees for keeping an unauthorized pet capable of causing damage may be charged as early as 48 hours after effective date of written warning notice and for each additional 48-hour period during which the unauthorized pet remains on the premises. For smoking/vaping in a clearly designated non-smoking/vaping unit or area of the premises, Owner/Agent may charge noncompliance fees as early as 24 hours after effective date of written warning notice for each subsequent violation.





**19. Carpet Cleaning:** If Owner/Agent had the carpets cleaned using specialized equipment after the previous tenancy before the Tenant(s) took possession, Owner/Agent may deduct the cost of carpet cleaning from the Tenant's security deposit regardless of whether the Tenant(s) cleaned the carpets before delivery of possession of the premises.

**20. Lease Enabling/Trespassing:** Owner/Agent retains the power to exclude non-residents from the common areas of the property if they violate the rules of the complex. Owner/Agent retains control over the common areas of the premises for the purposes of enforcing state trespass laws and shall be the "person in charge."

**21. Termination:** Tenant(s) shall not terminate this agreement without giving 30 days' written notice; failure shall make Tenant(s) liable for up to 30 days' rent. Tenant(s) must provide a single forwarding address for final accounting. Upon material noncompliance with this agreement, Owner/Agent may issue a 30-day notice of Termination with Cause, and if the breach is not remedied by the cure period indicated on the notice, the rental agreement will terminate and the Owner/Agent may take possession pursuant to Oregon law. Fixed-term tenancy will automatically convert to month-to-month tenancy unless either party has properly terminated the tenancy by giving at least 30 days' written notice prior to end of the fixed term or 60 days' by the Owner/Agent if termination is after the first year of occupancy. Owner/Agent may terminate this tenancy in the manner provided by law if Tenant(s) fails to pay rent and/or other charges, or to comply with any terms or conditions of this agreement. Any omission or misstatement on the application for this dwelling unit may, at the option of Owner/Agent, be grounds for termination of tenancy. Owner/Agent accepting partial payment does not waive the right to terminate tenancy if the balance of rent is not paid as agreed in writing. Acceptance of deposit on last month's rent does not constitute a waiver of Owner/Agent's right to terminate for nonpayment of rent. Rent or other charges owed by Tenant(s) shall be deducted from Tenant's security deposit after all Tenants vacate the premises.

**22. Holdover Tenancy:** Any holding over after the expiration of the rental term without written consent of Owner/Agent shall be deemed a willful holdover and Owner/Agent shall be entitled to rent and damages, including court fees if applicable.

**23. Tenant(s) Jointly and Severally Liable:** If the rental unit is occupied by more than one occupant it is agreed that each person will be responsible for the entire rent and all other charges until the account is paid in full. Any prepaid rents or deposits will not be applied until all Tenants legally vacate the premises.

**24. Application of Payments:** Owner/Agent may apply payments received by tenant(s) in the following order: A) Outstanding rent from prior months. B) Rent for the current month. C) Utility or service charges. D) Late rent charges. E) Damage claims and any other fees or claims owed by the tenant.

**25. Legal and Collection Fees:** Any funds due from Tenant(s) may be consigned to a Collection Agency, Small Claims Court or Circuit Court. Tenant(s) expressly authorizes Owner/Agent to collect any and all costs, fees, expenses, charges, and incurred interest associated with the attempt to collect any debt due under this agreement. Tenant's financial obligation expressly includes the actual debt and all other costs, fees, expenses, and charges including charges related to collection activity of a Collection Agency. Specifically, this authorization includes charges in excess of the original debt. Interest on the debt to be charged at a rate of 10% per annum, compounded monthly.

**26. Unenforceable Provision:** If any portion of this agreement should be ruled unenforceable for any reason, all other portions of the agreement shall remain in full force.

**27. Charges: Utility** – Utility charges must be paid in full within 30 days of receipt of billing or Owner/Agent may assess a \$50 late fee. Any charges imposed on a owner/agent by a utility or service provider or on behalf of a local government for one or more municipal services or for the general use of a public resource related to the dwelling unit, including fees assessed to support street maintenance or transportation improvements, transit, public safety and parks and open space, but not including real property or income taxes or business licenses or dwelling inspection fees, may be passed through to Tenant(s) as allowed by law. **HOA** – Any charges imposed upon Owner/Agent by a Homeowner's or Condominium Association for anyone who moves into or out of a unit within the Association, may be passed through to the Tenant(s) for payment as allowed by law. **Re-Key Mailbox(s)** – If the mail receptacle associated with the dwelling unit is a locking type, Tenant(s) are solely responsible for the fees charged by the Postmaster for the re-keying of the box should a key not be provided by the Owner/Agent, or if the box has not been re-keyed between tenancies.

**28. Attachments to the Agreement:** The following are attached and are made a part of this agreement.

<input checked="" type="checkbox"/> # 3 Pet Agreement	<input checked="" type="checkbox"/> # 21 Deposit Refund	<input type="checkbox"/> # 33 Rules & Regulations
<input checked="" type="checkbox"/> # 9 Check In/Check Out	<input checked="" type="checkbox"/> # 27 Smoke/Vape Free Agreement	<input type="checkbox"/> # 41 Annual Recycling Notice
<input checked="" type="checkbox"/> # 11 Smoke Alarm & CO Agreement	<input checked="" type="checkbox"/> # 54 Mold Prevention	<input type="checkbox"/> # 51 Lead Paint Disclosure
<input type="checkbox"/> # 32 Contract Addendum	<input checked="" type="checkbox"/> # 52 Co-Signer Agreement	<input type="checkbox"/> Other _____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

**29. Signature Block:** Where used in this agreement "Owner/Agent" means "Landlord" as defined in ORS 90.100. All parties acknowledge having read and understand all pages and attachments to this agreement. All questions have been answered.

Tenant Isabella Sanchez Date 3/1/21 Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant Lily Chen Date 3/1/21 Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Owner/Agent Lupita Williams Date 3/1/21



KNOWING YOUR RIGHTS

# Rental Rights

## Landlord Tenant Laws

Both state and local laws protected renters and landlords in Oregon. These laws are designed to prevent deterioration of the quality of rental property and to promote the health and safety of renters in the home. State and local laws also outline the rights and responsibilities for both landlords and renters. While other laws apply as well, two of the most significant laws that regulate the maintenance of rental properties in Oregon are listed below.

### **Oregon State Residential Landlord & Tenant Act (ORS § 90.100-90 .875)**

The Oregon State Residential Landlord & Tenant Act is part of Oregon State civil law. Civil law, or common law, is generally used to help private citizens, such as landlords and renters, resolve disputes or collect for damage done by the other party. Landlord-tenant laws, such as the ones found in the Oregon State Residential Landlord & Tenant Act, are enforced by landlords or renters. For example: when a landlord seeks to remove a renter for non-payment of rent, or damage to the rental property, they will seek to remove the renter by eviction through civil court. When a renter seeks to enforce habitability laws, or settle disputes with the landlord, they can take the landlord to court to settle the dispute.

How it is Used:

The Oregon Residential Landlord & Tenant Act outlines the rights and responsibilities for landlords and renters, and includes information about basic habitability and maintenance standards. The Oregon Residential Landlord & Tenant Act also covers rules about security deposits, fees, rent increases, utility payments, and the rights and duties for landlords to enter and inspect the rental unit.

### **Oregon Property Maintenance Requirements**

Property Maintenance Requirements contain minimum maintenance requirements for residential buildings, including rental properties, to ensure safe, clean, and habitable living conditions.

How it is Used:

Property Maintenance Requirements are enforced through a complaint-driven process. Anyone can submit a complaint to a rental housing inspection program. When the office receives a complaint or request for service on a particular property, an inspector is dispatched to investigate. The inspector will look for conditions which indicate overdue maintenance, and/or various interior conditions including: broken wiring or fixtures, leaking plumbing pipes, damaged walls or flooring, missing or non-functional smoke detectors, unsanitary conditions or signs of pests, broken doors to door hardware, heating problems, missing handrails, damaged stairs or similar conditions.

KNOWING YOUR RIGHTS

# Rental Rights

## Fair Housing Laws

**Fair Housing Act (42 U.S.C 3601), Oregon’s Unlawful Discrimination in Real Property Transactions (ORS 659A.421) and Oregon Civil Rights of Disabled Persons Act (ORS 659A.145)**

Federal fair housing laws protect renters from being discriminated against when applying for, and living in, rental housing. Fair housing laws also prohibit landlords from treating renters or prospective renters differently because of race, national origin, family status, or disability. Oregon law also protects tenants based on their source of income, marital status, sexual orientation, and gender identity.

Fair Housing Complaints:

To file a complaint under federal law or state fair housing laws, contact the State of Oregon Bureau of Labor and Industries (BOLI) at (971-673-0764. You can also contact the United States Department of Housing and Urban Development (HUD) for general fair housing questions and resources.

**RentRight** Housing Resource Guide.

## MAINTAINING YOUR APARTMENT

# Tenant-Landlord Maintenance Responsibilities

## Typical Tenant Responsibilities

- Remove trash regularly.
- Keep the unit as clean and safe as conditions permit.
- Repair any damage residents or guests cause to the unit.
- Notify the landlord immediately of major damage.
- Ensure the property is clean and in good condition upon move out

## Typical Landlord Responsibilities

- Inspect the unit as needed.
- Make repairs soon after the tenant submits a work order.
- Ensure locks and windows are safe.
- Repair and replace large home systems and appliances as needed, including the heater, stove, and refrigerator.
- Maintain common areas, such as entryways, hallways, parking lots, and decks.
- Provide adequate fire protection.
- Maintain properly functioning plumbing and heating systems.
- Ensure the home is in good condition when a new tenant moves in.

## Tenant Tips

- Be persistent in contacting the landlord when household items need repair.
- Complete a home inspection before moving out.
- Complete a home inspection when moving out.

## Reasonable Accommodations and Modifications

### Reasonable Accommodations

A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program obligations. Please note that the ADA often refers to these types of accommodations as “modifications.”

Any change in the way things are customarily done that enables a person with disabilities to enjoy housing opportunities or to meet program requirements is a reasonable accommodation. In other words, reasonable accommodations eliminate barriers that prevent persons with disabilities from fully participating in housing opportunities, including both private housing and in federally-assisted programs or activities. Housing providers may not require persons with disabilities to pay extra fees or deposits or place any other special conditions or requirements as a condition of receiving a reasonable accommodation.

Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny persons with disabilities an equal opportunity to enjoy a dwelling or participate in the program. Not all persons with disabilities will have a need to request a reasonable accommodation. However, all persons with disabilities have a right to request or be provided a reasonable accommodation at any time.

### Reasonable Modifications

Under the Fair Housing Act, a reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas. Examples include the installation of a ramp into a building, lowering the entry threshold of a unit, or the installation of grab bars in a bathroom. Under the Fair Housing Act, prohibited discrimination includes a refusal to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.

Under Section 504, a housing provider is required to provide and pay for the structural modification as a reasonable accommodation unless it amounts to an undue financial and administrative burden or a fundamental alteration of the program. If an undue burden or fundamental alteration exists, the recipient is still required to provide any other reasonable accommodation up to the point that would not result in an undue financial and administrative burden on the particular recipient and/or constitute a fundamental alteration of the program.

### Examples

- Assigning an accessible parking space for a person with a mobility impairment
- Permitting a tenant to transfer to a ground-floor unit
- Adjusting a rent payment schedule to accommodate when an individual receives income assistance
- Adding a grab bar to a tenant's bathroom
- Permitting an applicant to submit a housing application via a different means
- Permitting an assistance animal in a "no pets" building for a person who is deaf, blind, has seizures, or has a mental disability.



# FAQ for Tenants After the Oregon Wildfires

## What should I do if my home was completely destroyed by the fire?

“Completely destroyed” means there is no part of the building left that a person could live in. If the home you rent was completely destroyed, then your rental agreement should end unless you and your landlord agree otherwise, or something in your rental agreement says something different.

If you want your rental agreement to end, you should contact your landlord in writing as soon as possible. Ask your landlord to confirm in writing that your rental agreement has ended because of the fire. Your landlord should return your security deposit and the remaining rent that you paid for the month of September. Include an address where the landlord can send the deposit and remaining rent.

If you are not able to contact your landlord, or if the landlord will not confirm that your tenancy is over, you should take photos to show that your home has been destroyed. **Don't go to your home unless it's safe to do so.** If your landlord says that your rental agreement did not end, even though the home is destroyed, you do not have to pay any rent to the landlord. If you need legal help, go to <https://oregonlawhelp.org/find-legal-help> and look for the legal aid office in the county where you're currently located.

If you do **not** want your rental agreement to end, you should contact your landlord in writing and ask if they plan to rebuild or replace your home. You should also confirm in writing that you will not have to pay rent until you can move back in. It may take a long time for the landlord to be able to rebuild the home, so you should be prepared for your landlord to say that the rental agreement is over.

It's always best to communicate with your landlord in writing. You can mail letters to your landlord, but you might also want to send copies of the letters that you send by email or text, if you know your landlord's contact information. Keep copies of any communication that you send to your landlord.

## What if my home was damaged by the fire, but wasn't completely destroyed?

First, be sure to wait until it's safe for you to return home. Once you're able to return home, gather any documents that relate to your rental. This could include your rental agreement, rent receipts, utility bills, and insurance documents. Take pictures of the condition of the home. **If a government agency has put a notice on your door that says your home is not safe to live in, do not go inside.** Take a picture of the notice, if possible.

If your home was damaged, but not destroyed, contact your landlord **in writing** as soon as possible. List the parts of your home that need to be repaired, and include pictures, if possible. Ask your landlord if they intend to repair your home, and when they plan to begin. If the damage to the home reduces its rental value, you can also tell the landlord that you plan to deduct part of the rent to cover the reduced rental value. For example, you might deduct part of the rent if one of the bedrooms in your house can't be used, or if your rental agreement included a garage, but the garage is now destroyed.

If your home is so badly damaged that it's not safe for you to live in it (for example, if there is no running water, or if the roof is damaged), tell your landlord that until the repairs are complete, you will not be

## FAQ for Tenants After the Oregon Wildfires

paying rent, but will be using your rent money to pay for housing and living expenses elsewhere. Also tell your landlord that you do not intend to abandon your home. Include a way for the landlord to contact you about the repairs.

**If a government agency has put a notice on your door that says your home is not safe or lawful to live in**, you have the right to end your rental agreement right away. If you want to end your tenancy, tell your landlord, in writing. If a government agency has put a notice on your door that says your home is not safe or lawful to live in, your landlord has the right to end your tenancy by giving you a 24-hour written notice. Your landlord has 14 days from the day that the tenancy ends to return your security deposit (including last month's rent, if you paid that in advance) and all of the rent for the remainder of the month.

If your landlord does not return your deposit and the remainder of the rent, you have a claim against your landlord for two times the money that the landlord owed you.

### **What should I do if I have a subsidized tenancy?**

If you rented your home with the rental assistance (like HUD "Section 8" or "VASH"), you should still follow the advice above. In addition, contact your housing caseworker, in writing, immediately. If your tenancy has ended, either because the home was destroyed or an agency said it was unsafe to live in, you need to tell your caseworker. You have a right to a new voucher to rent another place. If you've had your voucher for longer than a year, you can transfer it (called "porting") to anywhere else in the United States. If you want to move away and have not had your voucher for a year, ask your housing caseworker if they will make an exception and let you "port" sooner, because of the fires.

Usually, tenants have 60 days to find a new home to rent with their voucher. Because of the fires, this might be difficult for many. You can request an extension on your voucher if you need more time, but it's very important that you let your caseworker know, in writing, that you are trying but cannot find a new place, before the 60-day deadline.

If your housing caseworker will not give you a moving voucher, or if they will not extend the time for you to keep your voucher, or for other issues with your subsidized housing, you should go to <https://oregonlawhelp.org/find-legal-help> and look for the legal aid office near you.

## RENTING AND YOUR RIGHTS

# Eviction Process

## Notice to Tenant

When: Start of the Eviction Process

The landlord, or someone appointed by the landlord, delivers a written or oral notice that includes the following:

- Reason the landlord wants tenant evicted
- Steps tenant can take to avoid eviction
- Number of days in which tenant must pay rent/begin abiding by the lease to avoid eviction or voluntarily move out

## Notice of Petition

When: After the Period Allowed in the Notice to Tenant

A landlord can file an **unlawful detainer** complaint if the tenant has not paid rent or cured the violation of the lease by the end of the period outlined in the notice to the tenant. This prompts the court to serve the tenant a notice of petition.

### Unlawful Detainer

The act of remaining in a rental property while in violation of the conditions outlined in the lease.

The court serves the tenant a notice of petition, which includes:

- The reason the landlord wants the tenant to be evicted.
- A request for an “answer.”
- A due date for answer, typically five days after being served a notice.
- A request for the tenant’s presence in court.
- A court date.
- The consequences of not appearing in court.

## Court Hearing

When: 5-12 Days after the Notice of Petition is Served

The court hearings include a resolution component and a trial component.

The resolution component is the first part of the court hearing. The landlord and tenant discuss possible agreements. For example, they can agree on a payment plan, which permits the tenant a certain period of time to pay off any overdue rent.

If they do not reach an agreement during resolution, the case goes before a judge who issues a final judgement.

# Eviction Process

## Final Judgement

When: Within Five Days of Court Hearing

The tenant must pay the judgement or cure the violation of the lease if the judge decides the client is at fault. Tenants may also choose to appeal during this period.

## Eviction

When: Final Judgement Made, 72-Hour Warning Issued

If the tenant does not respond to the final judgement during the appeal period, the landlord can file to issue a **writ of possession**, authorizing the removal of a tenant and their belongings from the rental unit. A copy of the writ of possession, which includes the date and time after which the eviction can take place, must be delivered to the tenant at least 72 hours before the eviction. After the 72-hour period, the landlord has two evictions options:

1. Lock Change Eviction: The landlord changes the lock on the unit but allows the tenant 24 hours of access to the unit to remove their possessions. Any possessions remaining after that period become the landlord's property.
2. Forcible Eviction: A law enforcement officer executes the eviction, forcibly removing the tenant and their belongings if necessary.

### Writ of Possession

A court order that serves as an eviction from a property. The writ outlines the specific time a person has to vacate the property before authorizing an official to forcibly remove a person and their belongings from a property

## RENTING AND YOUR RIGHTS

**Renter Resources**

Affordable Housing	<a href="https://www.hud.gov/topics/rental_assistance">https://www.hud.gov/topics/rental_assistance</a>
Clackamas County Housing Authority	<a href="https://www.clackamas.us/housingauthority">https://www.clackamas.us/housingauthority</a>
Community Alliance of Tenants (CAT)	<a href="https://www.oregoncat.org/">https://www.oregoncat.org/</a>
Homes for Good	<a href="https://homesforgood.org/">https://homesforgood.org/</a>
Linn-Benton Housing Authority	<a href="https://l-bha.org/">https://l-bha.org/</a>
Marion County Housing Authority	<a href="https://www.co.marion.or.us/HA">https://www.co.marion.or.us/HA</a>
County/City Laws	<a href="https://oregonlawhelp.org/issues/housing">https://oregonlawhelp.org/issues/housing</a>
Emergency Rent Assistance	<a href="https://www.oregon.gov/ohcs/housing-assistance/Pages/index.aspx">https://www.oregon.gov/ohcs/housing-assistance/Pages/index.aspx</a>
US Department of Housing and Urban Development (HUD)	<a href="https://www.hud.gov/">https://www.hud.gov/</a>
Fair Housing	<a href="https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview">https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview</a>
Fair Housing Council of Oregon	<a href="http://fhco.org/">http://fhco.org/</a>
Filing a Complaint	<a href="https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint">https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint</a>
Landlord Tenant Law	<a href="https://oregonlawhelp.org/files/CCDACC15-944D-570E-7F1F-7BBF3DEC0018/attachments/A079CC0A-3355-484D-92DE-7A54FC25D1B6/landlord-tenant-law-2016-final.pdf">https://oregonlawhelp.org/files/CCDACC15-944D-570E-7F1F-7BBF3DEC0018/attachments/A079CC0A-3355-484D-92DE-7A54FC25D1B6/landlord-tenant-law-2016-final.pdf</a>
Legal Aid	<a href="https://oregonlawhelp.org/resource/oregon-legal-aid-offices?fbclid=IwAR3uVqOf-NW7C5StbUzWt0woS6jj-fCoAuqwwxjpnaGS9yWIVs1OjMmDHeg">https://oregonlawhelp.org/resource/oregon-legal-aid-offices?fbclid=IwAR3uVqOf-NW7C5StbUzWt0woS6jj-fCoAuqwwxjpnaGS9yWIVs1OjMmDHeg</a>
LIHEAP – Utility	<a href="https://www.benefits.gov/benefit/623">https://www.benefits.gov/benefit/623</a>
Multifamily NW	<a href="https://www.multifamilynw.org/">https://www.multifamilynw.org/</a>
Oregon Housing and Community Services Department	<a href="https://www.oregon.gov/ohcs/Pages/index.aspx">https://www.oregon.gov/ohcs/Pages/index.aspx</a>
Portland Housing Bureau – Rental Services Office	<a href="https://www.portland.gov/phb/rental-services">https://www.portland.gov/phb/rental-services</a>
RentWell	<a href="http://www.rentwell.org/">http://www.rentwell.org/</a>
Renter Rights	<a href="https://www.oregonrentersrights.org/">https://www.oregonrentersrights.org/</a>
Shelter Information	<a href="https://www.hud.gov/findshelter">https://www.hud.gov/findshelter</a>
United Policy Holder	<a href="https://www.uphelp.org/">https://www.uphelp.org/</a>

WHAT'S GOING OUT EACH MONTH?

# Tracking Expenses from \_\_\_\_\_ to \_\_\_\_\_

## Fixed Expenses

Housing	Amount
	\$
	\$
<b>Total</b>	<b>\$</b>

Internet	Amount
	\$
<b>Total</b>	<b>\$</b>

Cell Phone/Plan	Amount
	\$
	\$
	\$
<b>Total</b>	<b>\$</b>

Car Insurance	Amount
	\$
<b>Total</b>	<b>\$</b>

Renters/Home Insur.	Amount
	\$
<b>Total</b>	<b>\$</b>

Other Insurance	Amount
	\$
<b>Total</b>	<b>\$</b>

Debt Payments	Amount
	\$
	\$
	\$
	\$
	\$
	\$
<b>Total</b>	<b>\$</b>

Savings Goals	Amount
	\$
	\$
	\$
<b>Total</b>	<b>\$</b>

## Variable Expenses

Groceries	Amount	Gym/Health	Amount
	\$		\$
	\$	<b>Total</b>	<b>\$</b>

	\$	Personal Care	Amount
	\$		\$
	\$		\$
	\$		\$
	\$	<b>Total</b>	<b>\$</b>

<b>Total</b>	<b>\$</b>	Cable/Streaming	Amount
			\$
Utilities, Trash	Amount		\$
	\$		\$
	\$	<b>Total</b>	<b>\$</b>

<b>Total</b>	<b>\$</b>	Entertainment/Fun	Amount
			\$
Car (Gas, Bus)	Amount		\$
	\$		\$
	\$		\$
	\$		\$
	\$	<b>Total</b>	<b>\$</b>

<b>Total</b>	<b>\$</b>	Dining Out	Amount
			\$
Child	Amount		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Total</b>	<b>\$</b>		\$

	\$	<b>Total</b>	<b>\$</b>
School	Amount		\$
	\$		\$
	\$		\$
<b>Total</b>	<b>\$</b>		\$

	\$	Coffee/Beer/Cigs	Amount
	\$		\$
	\$		\$
	\$		\$
<b>Total</b>	<b>\$</b>	<b>Total</b>	<b>\$</b>

## Periodic/Other Expenses

Car Maintenance	Amount
	\$
<b>Total</b>	<b>\$</b>

Medical	Amount
	\$
	\$
	\$
<b>Total</b>	<b>\$</b>

Charity/Tithing	Amount
	\$
	\$
<b>Total</b>	<b>\$</b>

Vacation	Amount
	\$
	\$
<b>Total</b>	<b>\$</b>

Holidays/Gifts	Amount
	\$
	\$
	\$
	\$
<b>Total</b>	<b>\$</b>

Other	Amount
	\$
	\$
	\$
	\$
	\$
	\$
<b>Total</b>	<b>\$</b>

**Total Tracked Expenses** \$



WHAT'S COMING IN &amp; WHAT'S GOING OUT?

# Monthly Spending Plan

## Monthly Income

Estimate

Goal

Monthly Gross Income	\$	\$
Income from other jobs/resources (side hustle, SNAP, SSI, SSDI, Child Support, TANF, Social Security, etc.)	\$	\$
<b>Monthly Net Income</b>	<b>\$</b>	<b>\$</b>

## Monthly Expenses

Today

New Housing

Today

New Housing

Rent	\$	\$
Average Utilities, Trash	\$	\$
Internet	\$	\$
Renters' Insurance	\$	\$
Savings for Emergencies	\$	\$
Sub-total Monthly Housing	\$	\$
Groceries	\$	\$
Dining Out	\$	\$
Coffee/Beer/Cigs	\$	\$
Cell Phone & Plan	\$	\$
Transportation – Gas, Bus	\$	\$
Transportation - Repair	\$	\$
Car Insurance	\$	\$
Life, Disability, Insurance	\$	\$
Medical/Dental – Out of Pocket	\$	\$
School Expenses	\$	\$
Child Expenses	\$	\$
	\$	\$

Pet Expenses	\$	\$
Household & Personal Care	\$	\$
Gym/Health	\$	\$
Cable or Streaming Service	\$	\$
Entertainment	\$	\$
Savings for Goals	\$	\$
Saving for Retirement	\$	\$
Charity or Tithing	\$	\$
Debt Payment - Car	\$	\$
Debt Payment – Credit Card	\$	\$
Debt Payment Student Loan	\$	\$
Debt Payment – Medical	\$	\$
Debt Payment – Other	\$	\$
Legal (Child Support, etc.)	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total Monthly Expenses</b>	<b>\$</b>	<b>\$</b>