

NATIONAL HOUSING TRUST FUND (HTF) LEASE COMPLIANCE FORM

Property: _____

HTF Units are: Fixed ☐ -OR Floating ☐

This form MUST be completed for all HTF Units

Tenant (Head of Household) Name: _____ Unit# _____

Lease Start Date: _____ ☐ Initial Lease OR- ☐ Renewal Lease

I. The Tenant was offered an initial one year lease term and by mutual consent elected a:

☐ One-Year Lease Term ☐ Six-Month Lease Term ☐ Month-to-Month Lease Term

II. The Tenant agrees to a month-to-month lease term after the expiration of the initial lease term

☐ Yes ☐ No ☐ Not Applicable

III. Prohibited Lease Terms: The lease MAY NOT contain any of the following provisions:

- A. *Agreement to be sued*: Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- B. *Treatment of property*: Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law;
- C. *Excusing owner from responsibility*: Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- D. *Waiver of notice*: Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- E. *Waiver of legal proceeding*: Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which tenant has the opportunity to present a defense, or before a court decision on the rights of parties;
- F. *Waiver of jury trial*: Agreement by the tenant to waive any right to a jury trial;
- G. *Waiver of right to appeal court decision*: Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
- H. *Tenant chargeable with cost of legal actions regardless of outcome*: Agreement by the tenant to pay attorney's fees and other legal costs even if the tenant wins in court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- I. *Mandatory Supportive Services*: Lease terms that require tenant to accept supportive services (with the exception of transitional housing).

FOOMKA U HOGAANSANAANTA KIRADA EE DEEQDA HAY'ADA GURIYEYNTA QARAN (HTF)

Dhismaha: _____

Dhismooyinka HTF waa: Mid go'an ☐ -AMA Hadba isbadela ☐

Foomkaan waa INUU dhameystiraan dhammaan Dhismooyinka HOME

Magaca Kireystaha (Madaxa Guud ee Qoyska): _____ Lambarka Dhismaha _____

Taariikhda Kiradu Bilaabatay: _____ ☐ Kirada Koowaad AMA- ☐ Kirada La Cusbooneysiiyay

I. Kireystaha waxaa la siiyay heshiis kiro oo billood ah oo hal sano ah iyo oggolaanshaha wadajirka ah ee la doortay:

☐ Muddada Kirada Halka-Sano ah ☐ Muddada Kirada Lixda-Billood ah ☐ Muddada Kirada Bil-Bisha ah

II. Kireystuhu wuxuu aqbalay muddada kirada bil-bilsha ah kadiib markii uu dhacay muddadii kirada ee koowaad

☐ Haa ☐ Maya ☐ Ima Khuseyso

III. Muddada Kirada ee La mamnuucay: Kirada WAXAA laga yaabaa inaysan ku jirin qodobadaan soo socda:

- A. *Heshiska Dacwada lagu gudbinaayo*: Heshiiska kireystaha ee dacwada laga gudbinaayo, si uu u qirto dembiga, ama xukun u hiilinaya mulkiilaha dacwada ka keenay kirada;
- B. *Ilaalinta Hantida*: Kireystuhu wuxuu oggolaaday in mulkiiluhu qaadi karo, haystan karo, ama iibin karo hantida gaarka ah ee xubnaha qoyska iyada oo aan la ogeysiin kireystaha oo aan la helin go'aan maxkamad oo la xariirta xuquuqda dhinacyada. Mamnuucaan, hase yeeshee, ma khuseeyo heshiiska kireystuhu ee ku saabsan bixinta hantida gaarka ah ee ku hartay qaybaha guriga ka dib marka kireystuhu ka guuro guriga. Mulkiiluhu wuxuu guriga ka saari karaa hantida shaqsi ayagoo raacaya sharciga gobalka;
- C. *Ka reebida mulkiilaha masuuliyada*: Heshiiska kireystaha ee ah inaan loo qabsan mulkiilaha ama wakiilada mulkiilaha sida sharcigu qabo wax kasta oo tallaabo ah ama ku guuldareysiga inuu sameeyo, ha ahaato mid ula kac ah ama dayacaad;
- D. *Ka tanaasulida ogeysiiska*: Heshiiska kiraystaha ee ah in mulkiiluhu uu bilaabi karo dacwad asagoon ogesiis u dirin kireystaha;
- E. *Ka tanaasulida dacwada sharci*: Heshiiska kireystaha ee ah in mulkiiluhu uu guriga ka saari karo kireystaha ama xubnaha qoyska iyada oo aan la samayn dacwad madani ah oo uu kireystuhu fursad u helaayo inuu soo bandhigo difaac, ama ka hortaga go'aan maxkamadeed oo ku saabsan xuquuqda dhinacyada;
- F. *Ka tanaasulida dhageysiga xeerbeegsiga*: Heshiiska kireystaha si uu uga tanaasulo wax kasta oo uu xaq u leeyahay sida dhageysiga xeerbeegsiga;
- G. *Ka tanaasulida xaq u yeelashada racfaanka laga qaato go'aanka maxkamada*: Heshiiska kireystuhu ee ah ka tanaasulida xaq u yeelashada kireystaha ee la xariirta racfaan qaadashada, ama uu si kale uga doodo maxkamadda, go'aan maxkamadeed oo la xiriira heshiiska;
- H. *Kireystaha ayaa lagu soo oogi karaa kharashka tallaabooyinka sharciga ah iyadoon loo eegin natiijada*: Heshiiska kireystuhu uu ku bixinaayo kharashka qareenka iyo kharashyada kale ee sharciga xitaa haddii kireystuhu ku guuleysto dhageysiga dacwada ay maxkamadu ku qaadayso mulkiiluhu ee ka dhanka ah kireystaha. Hase yeeshee, kireystaha waxaa qasab ku noqon kara inuu bixiyo kharashaadka haddii kireystuhu dhumiyo dhageysiga.
- I. *Adeegyada Taageerada ee Qasabka ah*: Shuruudaha heshiiska ee uga baahan kireystaha inuu aqbalo adeegyada taageerada (marka laga reebo guriyeynta ku meelgaarka ah).

IV. Termination of Tenancy:

An owner may not terminate or refuse to renew the lease of a tenant of rental housing assisted with HTF funds through this program except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state or local law; for completion of the tenancy period for transitional housing; or for other good cause. Any termination or refusal to renew must be preceded by not less than 30-days written notice by the owner's service upon the tenant; said notice shall specify the grounds for the action.

V. Tenant Reporting:

Tenant is required to provide timely and accurate information to the owner to determine tenant's eligibility at move-in and recertification. A failure to provide such certifications, verifications, and information in a timely manner, as reasonably requested by the owner, or any falsification or willful misrepresentation thereof, shall be deemed a material non-compliance with the lease.

VI. Lessor Notice:

Lessor must give 24-hour notice to lessee to enter and go upon the premises for inspection and/or repair of the unit excepting emergency situations.

VII. Maintenance and Replacement:

An owner of rental housing assisted with HTF must maintain the premises in compliance with all applicable housing quality standards and local code requirements.

VIII. Conflict with Other Provisions of the Lease:

In case of any conflict between provisions of this HTF Lease Compliance Form and other sections of the Lease, the provisions of this HTF Lease Compliance Form shall prevail.

Signatures:

Signatures below certify that the offer of a one-year lease term has been extended and if any other lease terms are available, they have been disclosed at the time of the initial lease agreement and the rental lease term has been accepted by the applicant/tenant.

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading, or incomplete information may result in the termination of a lease agreement.

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Management/Owner Representative Signature

Date

IV. Burinta Kirada:

Mulkiiluhu ma burin karo ama ma diidi karo inuu cusboonaysiiyo heshiiska kireystuhu ku degan yahay guryaha kirada ah ee lagu taageero maalgelinta HOME ayadoo loo maraayo barnaamijkaan marka laga reebo ku xadgudubka halista ah ama soo noqnoqda ee lagula kaco shuruudaha iyo xeerarka heshiiska; ku xadgudubka sharciga federaalka, gobolka ama kan deegaanka; si loo dhammeeyo waqtiga kirada ee guriyaynta ku meel gaarka ah; ama sabab kale oo wanaagsan. Burin kasta ama diidmada dib u cusboonaysiinta waa in si hormaris ah loo sheego muddo aan ka yareyn 30-maalmood ayadoo loo marayao ogeysiis qoraal oo uu sameeyo mulkiilaha uuna la wadaagaayo kireystaha; Ogeysiiska la sheegay waa inuu qeexaa sababaha tallaabadaas keenay.

V. Warbixinta Kireystaha:

Kireystaha waxaa looga baahan yahay inuu wixii xog ah oo saxan siiyo mulkiilaha waqtiga habboon si loo go'aamiyo u-qalmitaanka kireystaha marka uu guriga usoo guuraayo iyo dib u cusbooneysiinta. Ku guuldareysiga bixinta xaqiijinadaas, xaqiijinta iyo macluumaadka wakhtiga ku habboon, sida macquulka ah ee uu u codsado mulkiilaha, ama been abuur kasta ama si bareer ah loo geysto, waxa loo qaadan doonaa wax aan waafaqsanayn heshiiska kirada.

VI. Ogeysiiska Qofka wax Kireynaya:

Qofka Wax Kireysanaya waa inuu ogeysiis 24-saacadood ah siiyaa kireystaha si uu dhismaha u galo waana inuu kormeer ku sameeyo dhismooyinka iyo/ama dayactiro dhismaha marka ay jiraan xaalado degdeg ah.

VII. Dayactirka iyo Badelka:

Mulkiilaha guryaha kirada ah ee lagu caawinayo barnaamijka HOME waa inuu ilaaliyaa dhismaha sida waafaqsan dhammaan heerarka tayada guryaha ee lagu dabaqi karo iyo shuruudaha xeerka deegaanka.

VIII. Qaladaadka ka dhaca Qodobada kale ee Kirada:

Haddii uu dhaco qaladaad ka dhan ah qodobada ku qoran Foomka U Hogaansanaanta Kirada Gurigaan iyo qaybaha kale ee heshiiska kirada kamid ah, qodobada Foomka U Hogaansanaanta Kirada Guriga waa inay hirgalaan.

Saxiixyada:

Saxiixyada hoose waxay cadeynayaan in bixinta hal sano oo heshiis kiro ah la kordhiyay iyo haddii wax shuruudo kale oo heshiis kamid ah la heli karo, waxaa la shaaciyay inta lagu jiray heshiiska kirada ee koowaad iyo muddada kirada uu aqbalay codsadhaha/kireystaha.

Marka la eego ciqaabaha been-abuurka ka dhalata, waxaan caddaynayaa in macluumaadka lagu soo bandhigay Xaqiijinta ay run tahay oo sax tahay inta ugu wanaagsan aqoontayda ah. Marka aan hoos saxiixo waxaan sidoo kale faham sanahay in bixinta xog been abuur ah loo arkaayo tallaabo dembi ah. Xogta been abuurka ah, marin habaabinta ah, ama aan dhamaystirnayn waxay keeni kartaa joojinta heshiiska kirada.

Saxiixa Kireystaha

Taariikhda

Saxiixa Kireystaha

Taariikhda

Saxiixa Kireystaha

Taariikhda

Saxiixa Kireystaha

Taariikhda

Saxiixa Maamulka/Wakiilka Mulkiilaha

Taariikhda

Fadlan iimayl u dir Language.Access@HCS.oregon.gov haddii aad qabto walaacyo ama haddii aan tayada turjumaadaan kor u qaadi karno