

USDA-RD HOUSING ONLY	USDA-RD AGREEMENT TO RENT OR LEASE	NO. PERSONS _____ B/R _____ UNIT NUMBER _____
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THIS RENTAL AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by the Regional Housing Authority herein called "Owner" and \_\_\_\_\_ herein called "Tenant" covering those certain premises known as \_\_\_\_\_ Apt. \_\_\_\_\_ No. \_\_\_\_\_ located at Richland Housing Center, City of Yuba City, County of Sutter, State of California, herein called "Premises". 3560.156(c)(18)(ii)

1. **OWNER:** hereby rents to Tenant and Tenant hereby rents from Owner on the terms and conditions herein set forth, the above specified premises. The terms Owner, Landlord and Management (Agent of Owner) are used interchangeably in this Agreement.

2. **TERM:** The term of this Agreement shall commence on \_\_\_\_\_ and end on \_\_\_\_\_. After the initial term ends, the Agreement will continue for successive terms of one year each unless automatically terminated as permitted by paragraph 16 of this Agreement. 3560.156(b)(2) 3560.156(b)(3)

3. **MEMBERS OF HOUSEHOLD:** Occupancy under this lease is limited to TENANT(s) named above and the following members of the household. If a TENANT is **under** 18, list date of birth.

Name	Age	Name	Age
Name	Age	Name	Age
Name	Age	Name	Age
Name	Age	Name	Age

3560.156(c)(18)(i)

4. **RENT:**

A. Owner has entered into certain Agreements with the U.S.D.A., Rural Development (USDA-RD) which provides that USDA-RD will provide assistance such that below Basic/Note Rate rents are available to qualified tenants. Tenant's rental payment will be calculated based upon Tenant's Total Annual Income. Details regarding Income (included and exempted), Deductions from Income, and Method of Rent Calculation are defined by the USDA-RD regulations. Basic/Note Rate Monthly Rental Amounts are determined in accordance with USDA-RD regulations, and will not be changed without prior approval. In accordance with current USDA-RD regulations, Tenant's monthly Net Tenant Contribution (NTC) may change based upon changes in Tenant's Eligibility Status including changes in income and household composition.

B. The total Net Tenant Contribution shall be \$\_\_\_\_\_ .00 per month as determined by the following checked applicable attachment: RENT, UTILITIES and PROVISIONS particular to type of rent subsidy and/or housing (checked item applied) 560.156(c)(18)(iii)

- USDA-Rural Development Rental Assistance
- Basic Rent/Note Rate Rent

C. Rent is due and payable on the first day of each month. Rent and other charges are delinquent if unpaid by the 10th day of the month. A late charge of \$10.00 will be applied if rent is not paid by the 10th day of the month. In the event that any payment made by Tenant is returned for insufficient funds (NSF) or if Tenant stops payment, an additional fee will be charged. The amount of such fee is subject to change and the current amount will be posted at the office of Management.

D. Rent is payable at the office of the MANAGEMENT at 1455 Butte House Road, Yuba City, CA 95991 or such place as MANAGEMENT may designate in writing delivered to TENANT in person or by mail.

E. If the lease is executed on a day other than the first of the month, the TENANT shall be credited with any unearned portion of the rent which shall apply to the current month's rent. Thereafter, the TENANT shall be personally responsible for rent payments which are due.

F. In the event the lease is terminated by the TENANT as set forth in Section 16 of this lease any rents paid or due shall be prorated as of the date of expiration of the thirty (30) day notice period. In the event **TENANT vacates without notice, he/she shall be charged with rent for thirty (30) days** less any days the unit has been re-rented. Rental credits or charges shall be based upon a uniform thirty (30) day month.

G. In the event the TENANT is transferred from another MANAGEMENT operated dwelling unit, payment of any unpaid balance due under the previous lease shall become part of the consideration of this lease.

H. ESCALATION CLAUSE: The USDA-RD approved basic /note rate rent for this complex may be changed during the term of this lease with USDA-RD approval. In addition, tenant contributions may be changed prior to the expiration of the lease if the change is due to a change in tenant status, as documented on the tenant certification form 3560-8, or for tenant's failure to properly recertify. 3560.156(c)(2)

5. **UTILITIES & SERVICES:** Utilities and Services shall be paid by the party indicated below:

	Tenant	Owner
Electricity	X	
Gas	X	
Water		X
Sewer		X
Garbage		X
Refrigerator		X
Range/Stove		X

3560.156(c)(18)(iv)

Tenant shall not waste utilities furnished by the Owner or use utilities or equipment for any unauthorized purpose. Based on the Utility Schedule above a USDA-RD approved Utility Allowance of \$\_\_\_\_\_ for a \_\_\_\_\_-Bedroom unit will be used when determining Tenant's monthly contribution and Rental Assistance Payment. Tenant is responsible to maintain utility services as they are Tenant's responsibility and pay said utility charges promptly when due.

3560.156(c)(18)(v)

6. **SECURITY DEPOSIT:** Tenant agrees to make a refundable security deposit of \$100 to Owner at the time this Agreement is executed. Upon termination of this Agreement, the deposit is to be refunded to Tenant within 21 days, except as may be used by Owner toward reimbursement of the cost of repairing any damage to the property (normal wear and tear excepted) caused by Tenant or Tenant's household or guests and any rent or other charges owed. Owner shall provide Tenant with an itemized statement of any security deposit retention.

7. **USE AND MAINTENANCE OF PROPERTY:**

A. Without Owner's written consent, Tenant shall not assign this Agreement, give accommodations to any roomers, lodgers or other persons not listed on the Lease and/or the Tenant Certification (Form 3560-8), or permit the use of the Premises for any purpose other than as a private dwelling solely for Tenant and Tenant's family. However, the Landlord reserves the right to request a recorded declaration of domicile or proof of domicile if it is suspected that a guest is an unauthorized occupant. Such suspicion may arise whenever a person(s) is making reoccurring visits or a continuous visit of 14 days and/or nights or more in a 45 day period with out prior written consent of Management. Should Tenant or person in question fail to provide the requested information to confirm other domicile, or should the facts be sufficient evidence of domicile in the project, Management may consider such person(s) as a member of the household and may enforce any lease paragraph shown to be broken and/or require recertification. \_\_\_\_\_<sup>3560.156(c)(8), 3560.156(c)(18)(xiv)</sup>  
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**NOTE:** The adult household members must submit a completed application and qualify for residency. Management reserves the right to reject applicants to an existing household using the same screening criteria used for all applicants including USDA-RD requirements that all Farm Labor Households must earn \$5753 in agricultural wages for the state of California at the time of application.

B. Tenant shall keep the Premises in a clean and sanitary condition, and shall comply with all laws and health, safety and policy requirements with respect to the maintenance of rented Premises. If damage to the property (other than normal wear and tear) is caused by act or neglect of Tenant or Tenant's guests, Tenant may make such repairs, after reasonable notice by Owner, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred. Continued lack of proper maintenance or failure to maintain safe, clean and sanitary conditions will be grounds for termination of tenancy.

C. Automobiles shall be parked only in the parking areas designated by Management. The parking of motorcycles, boats, trailers, motor homes, recreational or commercial vehicles anywhere on the premises is prohibited, unless authorized by Management. Auto repair, except for the changing of flat tires and other minor adjustments, is not permitted on the premises. Vehicles will be kept in working condition while on premises. Any inoperable, unlicensed or unauthorized vehicle as described above will be removed from the Authority property at Tenant's expense. Tenants shall park in designated parking areas only and refrain from parking in common driveways, lawn areas, manager parking, designated handicapped parking (unless applicable) and from blocking access to other tenants' or emergency vehicles. Tenant will ask visitors to use guest parking or park on street. Management will enforce parking by appropriate legal action.

D. Tenant is advised that the use, possession, manufacture, sale or distribution of an illegal controlled substance while housed in the project is and illegal act and a material lease violation and not be tolerated on the premises. Admission to or conviction of such activities by Tenant, household members, guests or invitees of Tenant constitute a breach of this agreement and will subject Tenant to PERMANENT eviction. **Tenant is advised that to bring, possess or consume alcoholic beverages in grass, recreational areas, or parking lots of this housing development is illegal and subject to eviction.** \_\_\_\_\_

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8. **CONTINUED ELIGIBILITY:** The following conditions and/or standards are agreed to in determining rents and continued eligibility for occupancy.

A. Tenant understands that they will no longer be eligible for occupancy in this complex and will be required to vacate if tenant's household income exceeds the maximum allowable adjusted income as defined periodically by USDA-RD for the county.

B. Tenant agrees that Tenant must immediately notify Management when there is a change in Tenant's status that could affect eligibility. This includes income, income from agriculture labor, adjustments to income, assets, changes in household size or composition, and citizenship/residency status. Tenant understands that Tenant rent or benefits may be affected as a result of this information. Tenant understands that failure to report such changes may result in Tenant losing benefits to which Tenant may be entitled and will result in Management taking corrective action if benefits were mistakenly received. Tenant understands that the corrective action the Management must take includes the initiation of demand for repayment of any benefits or rental subsidies improperly received. It may also include initiation to cancel any rental assistance being received for the balance of Tenant certification period, initiation of a notice to increase Tenant monthly rent to \$\_\_\_\_\_ per month (Basic/Note Rate Rent), or initiation of a notice of termination. \_\_\_\_\_

3560.168 (c)(4), 3560.156 (c)(12)

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C. Tenant understands and agrees that income certification is a requirement of occupancy and Tenant agrees to promptly provide any certifications and income verifications required by Owner to permit eligibility determination and, when applicable, the determination of the revised monthly Tenant Contribution to be charged. Tenant is advised that the USDA-RD Richland Housing Site is financed by the USDA-RD and that the USDA-RD has the right to verify the information provided by Tenant. 3560.156(c)(2) 3560.156(c)(5) 3560.156(c)(13)

D. Determination of eligibility (recertification) must be made by Management at least once a year from the date of the previous certification. Additionally recertification may be necessary due to changes in Tenant's status as listed in section 8-B above. Information required to be furnished by Tenant for such determination includes, but is not limited to: (1) income and asset verification and (2) names and ages of all household members. 3560.156(c)(11), 3560.156(c)(13), 3560.156(c)(18)(vi)

E. Tenant may, at any time, request a re-determination of rent due to a change in household income and/or number of household members.

F. Tenant agrees that should Tenant no longer meet eligibility requirements of the project during the term of the lease agreement, Tenant will be required to vacate the unit within 30 days or at the end of the lease term, whichever is longer.

If Management finds that TENANT'S source of income has changed so that the TENANT is not eligible for continuing occupancy in USDA-RD housing, MANAGEMENT will then determine whether or not TENANT is disabled or a retired farm worker. 3560.156(c)(10)

1. A household which has otherwise become ineligible for continued occupancy by reason of the disability of the principal and/or second income recipient, may nevertheless remain eligible for continued occupancy provided that immediately before becoming disabled such income recipient(s) was/were primarily in agricultural work. Immediately is defined by USDA-RD as the five years prior to the disability or six of the last ten years prior to the disability. The term "disability" as used in this lease, means permanent and total disability, as defined by the Social Security Act, as from time-to-time amended.

2. A household which has become ineligible for continued occupancy by reason of the retirement of the principal and/or secondary income recipient may nevertheless remain eligible for continued occupancy provided that immediately before such retirement such income recipient(s) was/were engaged primarily in agricultural work. Immediately is defined by USDA-RD as the five years prior to retirement or six of the last ten years prior to retirement. For the purpose for this lease, a person shall not be deemed "retired" unless they are at least sixty-two (62) years of age, and do not receive income from non-agricultural sources in excess of income received from Social Security and/or private pension retirement plans.

G. Any misrepresentation by TENANT of the facts upon which eligibility for occupancy is based, or any failure to disclose facts affecting eligibility, or any failure to promptly report changes in family income, shall be grounds for termination of tenancy. TENANTS are aware that submission of false information may result in legal action by the USDA-RD. 3560(c)(4)

H. Optimum Occupancy Standards: Eligible tenants must qualify with the following number of authorized persons in the unit. 3560.155(e)

- 2 Bedroom - 2 to 4 people
- 3 Bedroom - 4 to 6 people
- 4 Bedroom - 6 to 8 people

I. Tenant agrees that should the unit become overcrowded or underutilized, during the term of the lease agreement, Tenant will be required to move to a unit of appropriate size within 30 days. If a tenant holds a Letter of Priority Entitlement (LOPE) issued according to 3560.655(d) and is temporarily housed in a unit for which they are not eligible, Tenant will be required to move to a unit of appropriate size when one becomes available. If a non-disabled family is occupying an accessible unit, the family is subject to move within 30 days of when a suitably sized unit becomes available when a disabled applicant or existing resident requests the accessible unit. 3560.156(c)(1) 3560.156(c)(7)

J. Knowing or willing misrepresentation by Tenant of the facts upon which rent or eligibility determinations are based, may subject Tenant to termination of tenancy and/or repayment of benefits to which not entitled and/or a fine of not more than \$10,000 or imprisonment of not more than 5 years, or both. 3560.156(c)(4)

K. Rent changes (other than due to changes in household income and/or composition) and/or notice of ineligibility shall become effective 30 days after service of written notice or no later than the 1st day of the month following expiration of such 30 day notice.

L. Tenant understands that should Tenant receive rental benefits to which Tenant is not entitled due to incorrect information provided by Tenant or on behalf of Tenant by others, or for any other household member, Tenant will be required to make restitution and Tenant agrees to pay any amount of benefits to which Tenant was not entitled. 3560.156(e)(4)

9. **ABSENCE FROM OCCUPANCY:**

A. Tenant agrees that Tenant will promptly notify Management of any extended absences and that if Tenant does not personally reside in the unit for a **period exceeding 60** consecutive days, for reasons other than health or emergency, Tenant's net monthly contribution shall be raised \$\_\_\_\_\_/per month (Basic/Note Rate Rent) for the period of absence **exceeding 60 consecutive days**. Tenant also understands that should an entitlement (Rental Assistance) be suspended or reassigned to other eligible tenant, Tenant is not assured that it will still be available upon Tenant's return. Tenant also understands that if Tenant's absence continues, Management may take appropriate steps to terminate tenancy. \_\_\_\_\_ 3560.156(e)(18)(xiii)  
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B. Tenant agrees to notify Management of any planned absence for an extended period of 2 weeks or more.

10. **DAMAGES:** Owner agrees to utilize separate legal proceedings to collect monetary claims for damages except as the term damages apply to rental value or other damages occasioned by the unlawful detention of the premises. Owner agrees to accept rental payments without regard to other charges owed by Tenant to Owner. Tenant and Management agree that the measure of damages available shall include, but not limited to, those specifically provided in California civil code Section 1951.4. 3560.156(e)(18)(ix)

11. **EXAMINATION OF PREMISES:**

A. Tenant acknowledges that Tenant has thoroughly examined the Premises and all personal property situated therein, and no statements or representations not herein expressed as to the past, present, or future condition or repair thereof, or of any building of which Premises is a part have been made by, or on behalf of Management. By taking possession hereunder, Tenant acknowledges that the Premises are ready for occupancy and in good, sanitary order, condition and repair, and hereby waives any claim or right on account of the condition or repair of such Premises or of such personal property except as noted in the Move In/Move out Inspection Form, a copy of which shall be given to Tenant at the time of move in. Tenant has been given opportunity to accompany Management to inspect the Premises at the time of move in and has helped the Management fill out the form. Tenant's signature on the Move In Inspection Form acknowledges that the form accurately shows the condition of the Premises. At the time of move out, Tenant will again have the opportunity to accompany the Management to inspect the Premises. Tenant's signature on Move Out Form will acknowledge that the form accurately shows the condition of the Premises at the time of the Move Out and not that Tenant agrees with the charges, if any, against Tenant's deposit. 3560.156(e)(18)(xii)

B. Tenant agrees to surrender the Premises (including all keys) to Management at the end of occupancy in as good condition as when received, reasonable wear and tear excepted.

C. Owner shall provide maintenance as follows:

1. The property and all equipment provided therewith, as well as common areas, facilities and equipment provided for the use and benefit of Tenant, shall be maintained in a decent, safe and sanitary condition. The Owner shall respond in a reasonable time to calls by Tenant for services consistent with said obligation. Where applicable (as in cases of multi-unit buildings), such maintenance with respect to common areas, facilities, and equipment shall include cleaning, maintenance of grounds, lawns, and scrubs. A grievance may be filed by Tenant(s) for failure of Owner Management to provide maintenance (see Paragraph 17, Grievances). 3560.156(c)(18)(x)

2. Routine extermination services shall be provided by Owner as conditions may require. If such service is to be provided on a schedule, it is as follows: SERVICES PROVIDED EVERY FRIDAY UPON TENANT'S REQUEST. \_\_\_\_\_

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D. If within a reasonable time after notice to Management of dilapidations which create an untenable dwelling which Owner ought to repair, Tenant may repair the same themselves where the cost of such repairs does not require an expenditure greater than one month's rent of the Premises and deduct the expenses of such repairs from the Rent or Tenant may vacate the Premises, in which case they shall be discharged from further payment of rent, or performance of other conditions. The remedy shall not be available to Tenant more than twice in any 12-month period. For purposes of this section, if Tenant acts to repair and deduct after the 30th day following notice, they are presumed to have acted after reasonable time.

12. **INSPECTIONS AND REPAIRS:** Upon receipt of prior written notice from Management, Tenant shall permit Owner, Owner's agent, representatives of USDA-RD, or any representative of a holder of mortgage on the property, to enter the premises for the purpose of making reasonable inspections and repairs. EXCEPT that Owner, or Owner's agent, shall have the right to enter the premises without prior notice if (1) Tenant has abandoned or surrendered the premises or (2) Management reasonably believes that an emergency exists which require such entrance. In case of emergency, Management must promptly notify Tenant in writing of the date, time, and purpose of such entry, and of the urgency which necessitated it. Other than emergencies, **48-hour advance written notice** shall be presumed to be reasonable notice. 3560.156(c)(18)(xii)

13. **MAINTENANCE AND REPAIR CHARGES:** TENANT shall pay for maintenance and repair charges, normal wear and tear excepted, as per the Fee Schedule for Resident Caused Damages and Maintenance Service Calls maintained by MANAGEMENT. The Fee Schedule for Resident Caused Damages and Maintenance Charges as it may exist from time to time is incorporated by reference as part of this Lease Agreement. Copies of the Fee Schedule for Resident Caused Damages and Maintenance Service Calls are posted in MANAGEMENT'S offices and may be obtained upon request by the TENANT. Maintenance and repair charges shall be the same as rent. Management may at its option bring legal action for collection on unpaid charges, or pursuant to Paragraph 16, Management may terminate TENANT'S tenancy for repeated non-payment.

A. If TENANT requests a home call for any purpose, MANAGEMENT representatives may enter without written notification being sent to TENANT.

B. In the event the TENANT and all adult members of the household are absent from the premises at the time of entry, MANAGEMENT shall leave a written statement specifying the date, time and purpose of entry.

14. **ALTERATIONS:** Without prior written approval of Management, Tenant shall not (1) paint, paper, or otherwise redecorate or make alterations, additions, or improvements in or to the property; (2) install a dish washing machine, air conditioning unit, or any other electrical equipment; (3) place fixtures, signs or fences in or about the premises; (4) change or add locks; (5) install television or radio reception device (including satellite dish) on \_\_\_\_\_ the premises.

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15. **DISCRIMINATION:** Owner shall not discriminate against Tenant in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, national origin, age, marital or familial status or physical or mental handicap (Tenant must possess capacity to enter into legal contract). This complex is financed by the U.S.D.A., Rural Development and is subject to Title VI of the Civil Rights Act of 1964, Title VIII of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973 and Age Discrimination Act of 1973. All complaints are to be directed to the U.S. Department of Agriculture's Office of Civil Rights, Room 326-W, Whitten Building, 14<sup>th</sup> and Independence Avenue, SW., Washington DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD); or Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development (HUD), Washington, DC 20410. 3560.156(c)(6)

16. **TERMINATION OF AGREEMENT:**

A. Unless terminated as provided herein, this lease shall be automatically renewed for successive terms of 1 year each. A thirty (30) day advance written notice of termination to Owner shall be personally delivered or mailed to the office of the Manager on the premises. During the 30-day period, Tenant shall pay rent in advance as provided herein. Failure to comply with the provisions set forth in this lease will result in eviction proceedings being initiated by Management. 3560.156(b)(3), 3560.156(c)(18)

B. A tenancy may be terminated before the end of the lease without the termination being deemed as an eviction under the following circumstances:

1. This lease shall terminate upon death of the TENANT, or either of them, if husband and wife, unless the surviving members of the family qualify as domestic farm laborers. Should the surviving members of the Family not qualify, they shall vacate the unit within thirty (30) days of being notified that they are ineligible, or at the expiration of their lease, whichever is greater, unless the conditions unless a temporary continuation of tenancy is granted by USDA-RD.

2. By Tenant giving no less than thirty (30) days written notice of Tenant's intention to terminate, to Owner at Owner's office of the Manager on Premises or such other address as Owner designated in writing, for "good cause" such as moving to another location for employment, loss of job, severe illness, death of spouse, or other reasons customary or mandatory in the community; or notification by Owner of Owner's intent to prepay. Tenant hereby agrees to vacate the Premises not later than the date specified in such notice.

3. By abandonment of the premises by Tenant, providing Owner complies with the applicable provisions of the California Civil Code to establish such abandonment.

4. By Owner, where Tenant has furnished information to Owner which fails to establish Tenant's financial eligibility to remain in Tenant's unit, providing Owner gives Tenant written notice of such termination pursuant to applicable provisions of the California Civil Code.

C. The Owner or Project Manager may terminate or refuse to renew any occupancy only on material noncompliance with the lease or other good cause such as non-eligibility for tenant or action or conduct of the Tenant which disrupts the livability of the project, by being a direct threat to the health or safety of any person or the right of any Tenant to the quiet enjoyment of the leased Premises and related facilities, or that results in substantial physical damage having an adverse financial effect on the complex, or the property of others, **EXCEPT** when such threat can be removed by applying a reasonable accommodation.

1. **MATERIAL NONCOMPLIANCE:**

- a. One or more substantial violations of the Agreement,
- b. chronic delinquency in payment of rent:

(1) Chronic delinquency is hereby defined as failure by a tenant to pay rent or other charges due by the 10th day of the month for three successive months, or failure to pay rent or other charges by the 10th day of the month four times in a calendar year or six times in a period of two successive calendar years.

(2) When MANAGEMENT determines that a Tenant is chronically delinquent as defined in Section 16.C.1b.1, MANAGEMENT will send Tenant a warning letter advising him of this determination, and that one more incident of failure to pay rent or charges by the 10th of the month will constitute good cause for termination of the lease.

(3) If TENANT has not paid or made arrangements to pay his overdue rent by the expirations of the pay or quit notice, the case shall be sent to the MANAGEMENT'S Attorney for an Unlawful Detainer Action to be filed. After the action is filed, MANAGEMENT has the option to stop the action only if the attorney's fees and costs and the greater of fifty percent (50%) of the total amount owed or one month's rent are paid, and a payback agreement is executed for the payment of the balance.

c. Admission to or conviction for: use, attempted use, possession, manufacture, selling, distribution of, or any other illegal involvement with a controlled substance; or any illegal activity, whether it be by the Tenant or a Household Member, guest or invitee including the bringing, possession, or consumption of alcoholic beverages in grass, recreational areas, or parking lots of the development. Such activity is that which:

(1) Is conducted on the premises by Tenant or someone under Tenant's control;

(2) Is allowed to happen by a household member, guest, or invitee because Tenant has not taken steps to prevent or control such illegal activity or to remove the Household Member, guest, or invitee who is conducting illegal activity.

2. **GOOD CAUSE** may include, but is not limited to:

a. Allowing an adult person not listed on this lease to join Tenant's household without written authorization of Management, at any time during the term of this lease.

b. Intentional misrepresentation of any fact or intentionally failing to state any fact which would affect Tenant's eligibility or continuing eligibility to reside in the housing development,

c. Serious or repeated failure to:

(1) To keep that part of the Premises which Tenant occupies and uses clean and sanitary as the condition of the Premises permits:

(2) To dispose from Tenant's dwelling unit of all rubbish, garbage, and other waste in clean and sanitary manner;

(3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits, and maintain utility services as are the Tenant's obligation;

(4) To occupy Premises as Tenant's abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

d. Seriously and/or repeatedly interfering with the right of other tenants to exercise their right as tenants of the housing development, or has interfered with their right to the quiet enjoyment of the Premises.

e. Disrupting the livability of the development by threatening the health and safety of other persons.

f. Any action prohibited by state and local laws.

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h. Repeated violations of the lease agreement which disrupt the livability and harmony of the project by adversely affecting the health and safety or any person, or the right of any tenant to the quiet enjoyment of the leased premises and the related project, or that have an adverse financial effect on the project.

i. Management must base their decision on current objective data, not on supposition that a tenant could pose a harm or threat to other persons or property.

j. Conduct cannot be considered as other good cause unless Management has given Tenant prior notice that the conduct will constitute a basis for termination of occupancy.

3560.156(c)(18)(xvii)

#### **D. NOTICE OF LEASE VIOLATION:**

1. The notice of Intent to Terminate the Tenancy will be handled according to the terms of the Agreement. Tenants will be given prior notice of eviction according to State or Local law. The notice must:

3560.156(c)(18)(xvi)

a. Include the Tenant name, address of the premises and the signature of the party giving notice or the signature of the authorized representative.

b. Refer to relevant provisions in the lease agreement and/or attachments incorporated therein.

c. State the violations with enough information describing the nature and frequency of the problem with enough specificity to enable Tenant to understand and correct the problem. In those cases where the proposed termination of the tenancy is due to Tenant's failure to pay rent or occupancy charge, a notice stating the dollar amount of the balance due on the rental account or occupancy charge and the date of such computation shall satisfy the requirements.

d. State that Tenant will be expected to correct the lease violation by specified date.

e. State that Tenant may informally meet with Management to attempt to resolve the stated violation before the date of corrective action specified in the notice.

f. Advise Tenant that if Tenant has not corrected the stated violations by the date specified or remains in the leased unit on the date specified for termination, Owner may seek to enforce the termination of the lease by bringing forth a judicial action, at which time Tenant may present a defense.

g. Include the location and regular office hours during which Tenant (or Counsel) may view Tenant's file and copy information it contains to aid Tenant's defense.

2. The notice shall be accomplished by: (1) personally serving a copy on Tenant (2) by leaving a copy of the notice with a person of reasonable age and discretion who is present in Tenant's residence and mailing a copy of the notice to Tenant at the place of residence or (3) if no one is at Tenant's residence, by affixing a copy of the notice to Tenant at the place of residence at the property and mailing a copy, properly stamped and addressed to Tenant at Tenant's address at the project. Types of notices include:

a. A thirty (30) day notice of termination of tenancy for causes shall be given to TENANT by personal service or by certified mail. Such notice shall state the specific reasons for the eviction, with reference to the lease to the lease clauses alleged to be breached, and shall advise TENANT of his or her right to respond to the notice within ten (10) days after receipt by personally presenting, orally or in writing, any grievance, pursuant to RD Instruction 7 CFR Part 3560.160, or response to the notice, and to have grievance hearing, if

eligible, by submitting a written request for hearing within ten (10) days of receipt of the summary of the informal meeting held as a result of TENANT'S response to such notice.

b. A three (3) day notice of termination regarding non-payment of rent shall be in the form and for the time served as provided by California law.

**17. GRIEVANCES:** Owner and Tenant agree that any tenant grievance or appeal from MANAGEMENT's actions, inactions or decision shall be resolved in accordance with Rural Development Tenant Grievance and Appeals Procedure, RD Instructions 7 CFR 3560.160, (a copy of which is posted in the rental office and is available for Tenant's inspection and included as an addendum to this lease). <sup>3560.156(c)(18)(xix)</sup>

**18. TRANSFER OF LEASE:** Tenant understands that should the complex be sold to a buyer approved by Rural Development, this Agreement will be transferred to the new owner. <sup>3560.156(c)(18)(xv)</sup>

**19. PREPAYMENT OF LOAN BY OWNER:** In the event of prepayment of the Rural Development loan, this lease will be honored until the date this lease expires or the date of prepayment, whichever occurs last, providing Owner has complied with proper notification and prepayment procedures as contained in 7 CFR 3560.653-3560.654. No Tenant contribution to rent may be increased by reason of prepayment for the term of the lease.

**20. SUSPENSION OR CANCELLATION OF FEDERAL SUBSIDIES DUE TO BORROWER DEFAULT:** Should any federal subsidies paid to Owners on behalf of Tenants be suspended or canceled due to monetary OR non-monetary default by Owner, the monetary payment made by Tenant to Owner (or, when applicable, the monetary payment received by Tenant From Owner) shall not change over that which would have been required had the subsidy remained in place. <sup>3560.156 (e)(3)</sup>

**21. LEASE TERMINATION - DISASTER:** Owner shall not be liable if, because of fire or other disaster, the premises becomes untenable. In such case, the lease shall be automatically terminated unless the building can be repaired or rehabilitated within 120 days. <sup>3560.156(c)(18)(xviii)</sup>

**22. MODIFICATION OF RENTAL AGREEMENT:** This Agreement may be modified by serving an appropriate notice to Tenant together with the tender of a revised lease or and addendum revising the existing lease. A thirty (30) day written notice is required. Tenant has a right to appeal any lease modification in accordance with Rural Development Tenant Grievance and Appeals Procedure (see paragraph 17, Grievance), if the modification will result in denial, substantial reduction, or termination of benefits being received. <sup>3560.156(b)(6)</sup>

**23. ABANDONMENT OF UNIT AND PERSONAL PROPERTY:** In the event Tenant is absent from the apartment unit for fourteen (14) consecutive days and in default in the payment of rent during said period, the apartment unit shall be deemed abandoned by Tenant. Any and all property of Tenant which may be left in the apartment or the buildings after termination of this Agreement or termination of Tenant's right of possession for any reason may be handled, removed or otherwise disposed of by Owner according to State law. Owner shall in no event be responsible for any property left in the apartment or the building by Tenant. Tenant shall pay to Owner upon demand all expenses incurred in such disposition, including a reasonable charge for storage.

Tenant Household's tenancy still exists during the time Tenant Household's possessions remain in the apartment unit after the Tenant Household has personally ceased occupancy with the intent to vacate and leave the project, until such time the personal possessions have been removed voluntarily or by legal means, subject to the provision of State or Local law. 3560.156(c)(9)

**24. NOTICES:** All notices required by this Agreement shall be in writing and shall be delivered personally or sent by prepaid mail as follows:

**To the Tenant: To Tenant's rental unit on the Premises.**

**To the Owner: At the office on the premises at 1455 Butte House Rd, Yuba City, CA 95993.**  
3560.156(b)(5), 3560.156(c)(18)(xvii)

**25. LAWSUITS/LEGAL FEES:** In the event of any legal action to enforce the provisions of this lease, the prevailing party shall be awarded court costs and reasonable attorney's fees, in addition to all other relief.

A. Attorney's Fees: TENANT agrees to pay a reasonable attorney's fee awarded by the Court, in the event court action is required to evict TENANT or to enforce any Terms and Conditions of the Lease by MANAGEMENT, including an action to recover the cost of repairing or cleaning the premises after TENANT vacates, provided TENANT DOES NOT PREVAIL IN SUCH COURT ACTION.

1. Tenant agrees that any agreement entered into pursuant to Section 16.C.1b.3. shall be an amendment to the lease, and any attorney's fees and costs assessed pursuant to Section 16.C.1b.3 and unpaid at the time of any court action shall be construed to be additional rent.

**26. WAIVER OF AGREEMENT PROVISIONS:** Failure of Owner to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Owner's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**27. MEGAN'S LAW:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

**28. OCCUPANCY RULES:** The Occupancy Rules are attached hereto and made a part of the Agreement, and Tenant agrees to abide by each and all such rules and by any amendment thereto of which Tenant is properly notified in writing as provided in Paragraph 22 of the Agreement.

**29. RECEIPT OF SIGNED AGREEMENT AND ATTACHMENTS TO AGREEMENT (if applicable):** By affixing her or her signature hereto, Tenant acknowledges receipt of an executed copy of the Agreement. By initialing, Tenant acknowledges (1) receipt of a copy of the

addendum referred to and has read and understands the documents, and (2) addendums are incorporated into the Agreement as though fully set forth at length. 3560.156(c)(18)(xxi)

**Tenant Initial:**

- a. \_\_\_\_\_ **Copy of Lease (English  Spanish )**
- b. \_\_\_\_\_ **Occupancy Rules**
- c. \_\_\_\_\_ **Certification of Income from Agriculture**
- d. \_\_\_\_\_ **Addendum RH-45(c) Rental Assistance**
- e. \_\_\_\_\_ **Tenant Certification 3560-8**
- f. \_\_\_\_\_ **USDA/RD Farm Labor-Drug Violation**
- g. \_\_\_\_\_ **Mold & Mildew Addendum**
- h. \_\_\_\_\_ **USDA-RD Lease Addendum For Satellite Dish or Antenna**
- i. \_\_\_\_\_ **3560.160 Tenant Grievance Procedure**
- j. \_\_\_\_\_ **Occupancy Standard/Agreement to Move**
- k. \_\_\_\_\_ **Proposition 65 Notice**
- l. \_\_\_\_\_ **Asbestos Addendum**
- m. \_\_\_\_\_ **Lead Based Paint Form/Booklet**
- n. \_\_\_\_\_ **Pesticide Notification**
- o. \_\_\_\_\_ **Vehicle Registration**
- p. \_\_\_\_\_ **Cleaning Standards**
- q. \_\_\_\_\_ **Fee Schedule for Resident Caused Damages**
- r. \_\_\_\_\_ **Move In/Move Out, Apartment Inspection Form**
- s. \_\_\_\_\_ **Other: Multifamily Housing Program addendum, Smoke detector addendum, carbon monoxide detector addendum, renters insurance addendum, bedbugs addendum**

In witness whereof, the parties have executed this Agreement on the date written below.

LANDLORD(OWNER): \_\_\_\_\_ DATE: \_\_\_\_\_

TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

COTENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

COTENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

