

**Housing Authority of Snohomish County
HASCO Properties Management
Plan**

Updated June 2013

Contents

Introduction	1
Target Population	1
Role and Responsibility of the Owner and Relationship and Delegations of Authority to the Management Agent	1
Roles and Responsibilities.....	1
Identity of Interest.....	1
Management Structure and Staff	1
Personnel Policy and Staffing Arrangements	2
Hiring.....	2
Training	2
Marketing Units, Achieving and Maintaining Full Occupancy, and Meeting Requirements of the Affirmative Fair Housing Marking Plan	2
Marketing	2
Maintaining Full Occupancy	3
Application Procedures and Waiting List	3
Reasonable Accommodations.....	5
Orientation and New Tenant Information.....	5
Leasing.....	5
House Rules	6
Pet Policy	6
Procedures for Determining Eligibility and for Certifying and Recertifying Incomes	6
Eligibility	6
Recertification of Income.....	7
Maintenance of Applications and Other Records.....	7
Management Skill and Knowledge	7
Leasing and Occupancy Policies.....	8
Occupancy Policies	8
Unit Transfer Policy.....	9
Procedures for Selecting Between In-Place Tenants and Applicants on the Waiting List.....	10
Screening Criteria and Application Fees.....	10

Grounds for Denial	11
Procedure for Rejecting Ineligible Applicants.....	12
Leasing to Persons of Limited English Proficiency	13
Smoke-Free Policy	13
Rent and Occupancy Charge Collection Policies and Procedures	13
Rent Calculation	13
Project Rent/Occupancy Charge Collection Policy and Procedure.....	13
Security Deposits and Other Fees.....	14
Procedures for Requesting and Implementing a Change in Rent or Occupancy Charges	15
Budget Procedures.....	15
Rent Increases	15
Plans and Procedures for Maintenance, Repair and Replacement	16
Objective and General Plan for Preventive Maintenance.....	16
Policy and Procedure for Submitting Maintenance Requests.....	16
Building Plans.....	17
Capital Repairs and Replacement.....	17
Safety and Emergency Preparedness	17
Plans and Procedures for Providing Supplemental Services.....	17
Supplemental Services Provided	17
Accounting, Recordkeeping and Meeting Reporting Requirements	18
Finance Procedures	18
Energy Conservation Measures and Practices.....	18
Plan to Inform and Encourage Tenants in Energy Conservation Practices	18
Plan to Utilize Energy Conservation Practices in Common Areas	18
Tenant Participation in Operations and Tenants' Relationship with Management	19
Tenant Organizations	19
Tenants' Relationship with Management.....	19
Carrying Out Management Training Programs	19
Standards and Proficiency of Management Staff	20
Termination of Leases and Evictions.....	20
Terminations and Evictions	20
Responsibility for Administering Termination of Leases and Evictions	20

Responsibility for Notifying Tenants of Lease Terminations and Evictions.....	20
Insurance	21
Fidelity Coverage	21
Insurance Coverage	21
Management Compensation.....	21
Amount and Payment of Management Fees.....	21
On-Site Management	21
Responsibility for On-Site Management.....	21
Validity of the Management Plan	22
Exhibit A - Certification of No Identity of Interest (Form RD 3560-30)	1
Exhibit B - Affirmative Fair Housing Marketing Plan.....	1
Exhibit C - Sample Printout of Waiting List	1
Exhibit D - Apartment Inspection Report Form	1
Exhibit E - Form of Lease Agreement	1
Exhibit F - House Rules	1
Exhibit G - Pet Policy	1
Exhibit H - Preventative Maintenance Plan.....	1

Introduction

This management plan applies to the HASCO Properties portfolio owned by the Housing Authority of Snohomish County (HASCO) which consists of the following properties: Hilltop House I & II, River Vista I & II, Willow Run, and Wrobliski Manor, all of which are subsidized by the U.S. Department of Agriculture under the Rural Development program.

Target Population

The properties covered by this plan serve households that are elderly, disabled, or both. These units are targeted to households with Very Low to Moderate incomes in accordance with USDA regulations.

Role and Responsibility of the Owner and Relationship and Delegations of Authority to the Management Agent

Roles and Responsibilities

The Housing Authority of Snohomish County (HASCO) is the owner and manager of the HASCO Properties. There is no outside management agent. HASCO is responsible for the day-to-day operations of the property including: screening applicants, completing income certifications and re-certifications, renting available units, responding to tenant needs, lease enforcement, filing all reports required by federal and local agencies, maintaining accurate financial records, maintenance of the property, unit turns, and capital repairs.

Identity of Interest

The Owner/Manager will disclose to USDA Rural Development any and all identities of interest that exist or will exist between the Owner/Manager, suppliers of material and/or services, or vendors in any combination of relationship. The *Certification of No Identity of Interest* (Form RD 3560-30) is attached as Exhibit A and made a part of this Plan. If at any time an identity of interest relationship is formed, the Owner/Manager will complete the *Identity of Interest Disclosure / Qualification Certificate* (Form RD 3560-31).

Management Structure and Staff

HASCO manages the HASCO Properties through the skills and expertise of key management and operations staff. The Director of Asset Management has overall responsibility for HASCO's properties. The Director of Asset Management reports to the Executive Director. The Public Housing and Rural Development Specialist (PH/RD

Specialist) reports to the Director of Asset Management and has direct responsibility for the HASCO Properties including managing budgets and leasing up units. HASCO employs a Roving Property Manager who is assigned to manage the Rural Development sites on a day-to-day basis and has a regular presence at the sites. The Roving Property Manager reports to the PH/RD Specialist. The PH/RD Specialist consults with the Director of Asset Management when there are any questions on day-to-day operations.

Personnel Policy and Staffing Arrangements

Hiring

The hiring of HASCO employees is governed by HASCO's Personnel Manual, which meets USDA Rural Development equal opportunity employment requirements. It is the policy of HASCO to comply fully with all Federal, State and local nondiscrimination laws in recruiting, hiring and retaining employees. The staff assigned to the properties is adequate to assure excellent project management now and in the foreseeable future.

Training

Management staff is expected to be proficient in their knowledge of all USDA Rural Development program requirements. HASCO staff will pursue the following designations and training programs: Spectrum's STAR program, KDC Solutions LLC Certified Section 515 Specialist I, state real estate license requirements, Real Property Advisor, and IREM's Certified Property Manager. Staff will attend periodic training seminars sponsored by Spectrum, KDC Solutions, LLC and Washington State Council for Affordable and Rural Housing. Rural Development Division staff receives training annually on Section 504, Uniform Federal Accessibility Standards and Fair Housing.

Marketing Units, Achieving and Maintaining Full Occupancy, and Meeting Requirements of the Affirmative Fair Housing Marketing Plan

Marketing

HASCO will comply with all federal, state and local fair housing and civil rights laws and with all equal opportunity requirements as required by law. Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act prohibit discrimination on the basis of race, color, creed, religion, sex, age, handicap, familial status, or national origin in any program or activity receiving federal financial assistance. These requirements apply to all aspects of tenant relations including without limitation: accepting and processing applications, selecting residents

from among eligible Applicants on the waiting list, assigning units, certifying and re-certifying eligibility for assistance and terminating tenancies.

The units will be advertised in accordance with the Affirmative Fair Housing Marketing Plan (AFHMP), attached as Exhibit B. This AFHMP covers the HASCO Properties portfolio. The types of media that will be used to market units include the HASCO website (www.hasco.org) and the Little Nickel. HUD's Fair Housing Poster will be conspicuously displayed in the rental office of each Rural Development property. To further inform the group(s) least likely to apply about the availability of housing, HASCO maintains contact with groups and organizations located in the housing market area.

Special procedures used in marketing areas that include non-English speaking/reading people include making available interpreters and translating certain documents into the dominant non-English language. Documents that may be compromised in the clarity of their meaning by being translated will remain in the English language with a copy in the non-English language being provided for interpretive purposes only. Documents that require a signature will be signed on the English language version, with a translation being attached for interpretive purposes only.

HASCO will take all reasonable steps to ensure that persons with sight or hearing impairments have equal access to HASCO programs, including maintenance of a TDD number which is provided on all application forms, letterhead and business cards.

Maintaining Full Occupancy

HASCO has full occupancy and long waiting lists for all of its USDA Rural Development properties.

Application Procedures and Waiting List

HASCO's application process involves two phases:

Initial Application: The Initial or Pre-Application is used to place a family on the waiting list. It is also used to obtain the family's race and ethnicity information, which is stored electronically in the waiting list computer system. Families who wish to be placed on the waiting list at any of the covered complexes must complete and submit a written pre-application. Applications are accepted by mail or in person at the main HASCO office.

Applications are dated & time stamped upon receipt at HASCO's main office where tenant selection and assignment is processed. Applicants will be notified in writing, by first class mail, of their placement on the waiting list. If the application was incomplete, it will be mailed back to the family with instructions to complete the application and return it to HASCO to be placed on the waiting list. This notification will also request that the applicant inform HASCO in writing of changes in family composition, income

and address and also serve as notice that a failure by the applicant to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

HASCO will purge the waiting list at least once a year to determine the interest of the applicants and cancel non-interested applicants. Canceled applicants may be reinstated at the discretion of HASCO based on extenuating circumstances. Applicants can determine their status on the waiting list by submitting a written inquiry to the HASCO Wait List Assistant.

Final Determination of Eligibility for Admission: When HASCO is notified/becomes aware of an impending vacancy the next applicant on the waiting list will be contacted by phone or mail. If upon learning of the impending vacate the applicant states a continued interest, an application will be mailed to the applicant. If needed, an interview with the applicant can be scheduled.

Applicants will be required to:

1. Complete a full application – household composition, income, assets;
2. Provide picture identification for all adult occupants;
3. Provide verification of social security number(s) for all family members;
4. Provide birth certificate(s) for all minor children;
5. Sign USDA and HASCO Release of Information Form
6. Sign consent form(s) for verification of all sources of income, assets, expense items or other information relative to occupancy;
7. Complete and sign the screening application – all members age 18 and over;
8. Provide information regarding all income, assets and any deductible expenses for which an applicant may qualify;
9. Provide information for any student household member enrolled in an institution of higher education

As part of the application process, HASCO will provide the following information to applicants:

1. Explain the program requirements, verification procedures and penalties for giving false information;
2. Inform the applicant of HASCO's screening criteria;
3. Advise the applicant that USDA will compare the information supplied with information federal, state, or local agencies have on the family's income & household composition;
4. Verify information provided by the applicant, including information related to family composition, income, allowances and deductions, assets, student status and other factors related to eligibility and rent calculation;
5. Inform the applicant that a final decision on eligibility cannot be made until all verifications are complete.

HASCO maintains its waiting list using a computer software program known as EmPHAsys Elite. A sample printout of the waiting list is attached as Exhibit C. The Waitlist Coordinator is responsible for determining preliminary eligibility for placement on the waiting list and for determining an applicant's position on the waiting list.

Reasonable Accommodations

HASCO will make reasonable modifications to units to accommodate the needs of disabled residents. Examples of modifications include door entry levers, alternate counter heights, grab bars in the bathroom, ranges with front-mounted controls, and parking space designation.

Each request will be handled on a case-by-case basis. HASCO has a Reasonable Accommodation Committee that evaluates and approves accommodations depending on the level of request. The request will be evaluated against the project budget, the likelihood of future residents using the modification, and the availability of products or equipment that will allow the accommodation to be made. If HASCO is unable to meet the request, HASCO will inform the resident that they may pay for the modification. HASCO will also refer the person to other housing resources that might better meet their needs. HASCO as landlord is not required to provide accommodations that constitute a fundamental change to the program or would be a substantial financial and administrative hardship to the agency.

Orientation and New Tenant Information

An orientation will be given to new tenants to acquaint them with the project and to communicate expectations regarding the care of their unit. The lease, house rules and pet policy will be explained, as well as the locations and rules of common facilities including the laundry facilities and community room. The orientation will also include instructions on the use, care and maintenance of smoke detectors, appliances and furnishings. The orientation will occur prior to the tenant taking occupancy.

New tenants and a management representative will sign and date an Apartment Inspection Report upon move in. This report is used to record unit conditions at move-in. The original will be retained in the tenant file and a copy will be given to the tenant. The tenant and management representative will also sign and date this report upon move out. A copy of the Apartment Inspection Report is included as Exhibit D.

Leasing

All tenants at the project will be required to sign a one-year lease. A copy of the lease can be found in Exhibit E.

House Rules

All tenants receive a copy of the House Rules and must abide by them. A copy of the House Rules can be found in Exhibit F.

Pet Policy

The tenant must sign a pet addendum to the lease and comply with pet rules. If the tenant has a pet, the tenant must pay a \$50 refundable pet deposit in addition to the security deposit. A copy of the Pet Policy is attached as Exhibit G.

Procedures for Determining Eligibility and for Certifying and Recertifying Incomes

Eligibility

Applicants seeking to reside in Rural Development-assisted rental developments must meet the following eligibility factors. Failure to meet eligibility requirements in any one or more of these categories will result in the rejection of an applicant.

1. *Elderly/Disabled*

Occupancy at the HASCO Properties is restricted to:

- a) Elderly Households of two or more persons with at least one person who is 62 years of age or older;
- b) A Single Person who is 62 years of age or older;
- c) A household whose head, spouse or sole member is disabled or handicapped.

2. *Income*

To qualify to live at one of HASCO's Rural Development properties, a household's total income must be below the moderate-income limit (established by adding \$5,500 to the low-income limit for each household size). The current USDA income limits for the Seattle-Bellevue, WA HMFA will apply.

Households whose income is below the low-income limit will receive priority over moderate-income households. Households whose income is below the very low-income limit for the Seattle-Bellevue, WA HMFA as set annually by USDA will receive priority over low-income households.

3. *Accessibility Needs*

A household that requires a handicapped accessible unit will receive priority over all other applicants, regardless of income. If more than one applicant needs the features of the handicapped accessible unit, then applicants who are very low-income have priority, followed by low- and then moderate-income households.

Recertification of Income

Incomes will be recertified annually by HASCO to determine the tenant-paid portion of rent. An interim review will be completed whenever a change in household income of \$100 or more per month occurs. Interim reviews will also be conducted at the tenant's request for changes in household income of at least \$50 per month. In the event that a resident declares a decrease in income during the year, an interim income certification will be conducted which will recalculate the tenant-paid portion of the rent. In certain cases, if the resident declares an increase in income before their annual review, an interim income certification will be conducted to raise the resident's rent portion.

Maintenance of Applications and Other Records

Pre-Applications are maintained by the Waitlist Assistant, who is in the Administrative Services Department. The Waitlist Assistant is responsible for maintaining records of all correspondence with applicants during the pre-application period. The Waitlist Assistant reports to the Administrative Services Manager. Applicants are responsible for making sure their address and household information on file with HASCO is up-to-date.

Once an applicant reaches the top of the waitlist and comes in for their applicant interview, their file is maintained by the Waitlist Coordinator in the Rural Development Division. Once an applicant is ready to lease up in a unit and after they move into a unit, their file is maintained by the Housing Coordinator. The Waitlist Coordinator and Housing Coordinator both report to the PH/RD Specialist.

All applications and tenant files are kept in secured locations in a secured building with no public access.

Management Skill and Knowledge

The PH/RD Specialist and all applicable staff in the Rural Development Division are responsible for having an understanding of and applying USDA Rural Development policies and procedures as well as local, state and federal laws, regarding rental-related duties such as application processing, eligibility determination, selection, unit assignment, certification, recertification, rent or occupancy charge collection, and record keeping.

Management staff is expected to be proficient in their knowledge of all USDA Rural Development program requirements as applicable to their positions. As appropriate, staff will pursue the following designations and training programs: Spectrum's STAR program, KDC Solutions LLC Certified Section 515 Specialist I, state real estate license requirements, Real Property Advisor, and IREM's Certified Property Manager. Staff will attend periodic training seminars sponsored by Spectrum, KDC Solutions, LLC and Washington State Council for Affordable and Rural Housing. Staff receives training annually on Section 504, Uniform Federal Accessibility Standards and Fair Housing.

Leasing and Occupancy Policies

Occupancy Policies

The following are HASCO's guidelines to determine the appropriate household unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	3
2	2	5

Household members include:

- All full-time members of the household
- Children who are away at school but live with the family during school recesses
- Children who are subject to a joint custody agreement but live in the unit at least 50% of the time
- An unborn child
- Foster children
- Live-in attendants

HASCO does not determine who shall share a bedroom/sleeping room, but there must be at least one person per bedroom. HASCO's Occupancy Guideline Standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines. *For occupancy standards, an adult is a person 18 years or older or an emancipated minor.*

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be assigned that use these principles:

- a) Generally, HASCO will assign one bedroom to two people within these guidelines;
- b) Adults of different generations, persons of the opposite sex (other than spouses), and unrelated adults will not be required to share a bedroom;
- c) Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 6);
- d) Foster children will be included in determining unit size only if they will be in the unit for more than 6 months;
- e) Live-in attendants will be provided a separate bedroom. No additional bedrooms are provided for the attendant's family;

- f) Space may be provided for a child who is away at school but who lives with the family during school recesses;
- g) Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military;

HASCO will grant an exception upon request as a reasonable accommodation for people with disabilities if the need is appropriately verified.

Over/under housed existing households will be required to move to an appropriate size unit as soon as one is available.

If a household member moves out or passes away, surviving/remaining household members who are over housed but otherwise eligible for the program may remain in the unit until a unit of the correct size becomes available. Remaining household members who are not eligible must move out within 30 days or at the end of the lease term, whichever is longer.

Circumstances may dictate a larger size than the occupancy standards permit when persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a licensed physician. Requests based on health-related reasons must be verified by a licensed physician.

HASCO will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage, or court-awarded custody. All members of the family residing in the unit must be approved by HASCO. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform HASCO within ten (10) calendar days.

Unit Transfer Policy

Tenants may request unit transfers to another unit within the same property, or another property within the HASCO Properties portfolio, for the following reasons:

- a) For a medical reason certified by a medical professional, including a need to be closer to a required medical treatment center;
- b) Based on a need for an accessible unit;
- c) To be closer to a place of employment

A transfer will also be considered as a reasonable accommodation for a person with a disability.

Mandatory transfers will occur if there is a required change in the size of unit needed due to occupancy standards which will be reviewed for need-based transfers before any

unit is offered to a family on the waiting list. After the transfer list has been reviewed for families requiring a mandatory transfer the transfer list will be reviewed for other families desiring a transfer. The transfer waiting list will be maintained in rank order by: **(1)** Emergency, **(2)** medical hardship, **(3)** unit too large or small, and **(4)** date of approval.

Procedures for Selecting Between In-Place Tenants and Applicants on the Waiting List

Residents currently in-place will have priority to transfer to a vacant unit within the HASCO Properties portfolio over applicants from the waiting list.

Screening Criteria and Application Fees

All applicants (including live-in aides & new additions to current tenant households) who are adult household members will be screened for drug abuse & other criminal activity in accordance with 7 CFR 3560.154(j) and must meet the additional screening established by HASCO to determine applicant's suitability for tenancy. HASCO will require consent of all adult household members and live in aides for verification of references and permission to seek criminal background history. Applicants will not be charged the cost and/or fee for screening.

HASCO will consider the following factors in the screening of applicants:

1. History of meeting financial obligations, especially rent;
2. Ability to maintain, with or without assistance, their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety or welfare of other tenants;
3. History of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity, including drug-related criminal activity;
4. History of disturbing neighbors or destruction of property;
5. Having committed fraud in connection with any Federal housing assistance program, including the international misrepresentation of information related to their housing application or benefits received as a result of;
6. Reasonable cause of behavior, from abuse or pattern of abuse of alcohol, may cause interference with the health safety or right to peaceful enjoyment by others;
7. Household is currently engaged in illegal use of drugs or there is reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may cause interference with the health, safety or right to peaceful enjoyment by others.

Applicants will be asked to provide information demonstrating their ability to comply with the essential elements of the lease. HASCO will verify the information provided. Such verification includes, but is not limited to, the following:

1. A credit check of the head of household, spouse and/or co-head;
2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, HASCO may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
4. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to the program;

Grounds for Denial

HASCO is not required or obligated to assist applicants who:

1. Do not meet any one or more of the eligibility requirements as defined in the Screening Criteria
2. Do not supply information or documentation required by the application process;
3. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
4. Have a history of not meeting financial obligations, especially rent;
5. Do not have the ability to maintain (with *or without* assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
6. Have history of criminal activity or activity that would be considered a crime by any household member involving crimes of physical violence against persons or property, any other criminal activity, including drug-related criminal activity, and any other criminal activity that would be considered a crime, by a household member, including physical violence against persons or property or drug or alcohol related activity, that if repeated would adversely affect the health, safety, or well being of the other tenants or staff or cause damage to the property;
7. Have a history of disturbing neighbors or destruction of property;
8. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
9. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. HASCO may waive this requirement if:
 - a. The person demonstrates to HASCO's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - b. Has successfully completed a supervised drug or alcohol rehabilitation program;

- c. Has otherwise been rehabilitated successfully; or
 - d. Is participating in a supervised drug or alcohol rehabilitation program;
10. Have engaged in or threatened abusive, violent or threatening behavior towards any HASCO staff member or residents;
 11. Have a household member who has been evicted from federally assisted housing for drug related criminal activity, for three years from the date of eviction. If the evicted household member who engaged in drug related criminal activity has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist, HASCO may, but is not required to, admit the household.

An applicant will receive a lifetime denial if:

1. Any member of the household has been convicted of manufacturing or producing Methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
2. Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

Procedure for Rejecting Ineligible Applicants

Applicants will be notified in writing (via certified mail) of the specific reason(s) for the rejection of their application and/or denial of admission/assistance. The notification will state the applicant's right to respond to the notice within 10 (ten) calendar days after receipt and their right to a hearing in accordance with 7 CFR 3560.160, which is available on request. If an applicant is rejected based on the information from a credit bureau report, the source of the credit bureau report will be revealed in accordance with the Fair Credit Reporting Act.

Any meeting or hearing with the applicant and/or review of the application will be conducted by a member of HASCO's staff, not the staff member who made the initial determination to reject the application. To the extent practicable, this review/meeting will be completed within five (5) business days of the applicant's request for review. However, an in-person meeting may not be able to be completed within five (5) business days. Such a meeting will be scheduled as soon as possible.

The applicant will be sent a written, final determination within five (5) business days of the review and/or meeting.

The PH/RD Specialist is responsible for having an understanding of and applying USDA Rural Development policies and procedures as well as local, state and federal laws, regarding lease provisions and prohibitions, occupancy standards, and admissions policies.

Leasing to Persons of Limited English Proficiency

HASCO has an agency-wide plan in place to ensure that Limited English Proficiency (LEP) persons can participate meaningfully in HASCO programs. HASCO staff annually receives training on LEP procedures including use of the Language Line phone translation service. All important correspondence with tenants includes a statement that persons who need assistance with translation can receive such assistance free of charge.

Special procedures used in marketing areas that include non-English speaking/reading people include making available interpreters and translating certain documents into the dominant non-English language. Where possible, site management will be hired that is bilingual in the area's dominant non-English language. Documents that may be compromised in the clarity of their meaning by being translated will remain in the English language with a copy in the non-English language being provided for interpretive purposes only. Documents that require a signature will be signed on the English language version, with a translation being attached for interpretive purposes only.

Smoke-Free Policy

Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, HASCO has implemented a smoke-free policy for all tenants as of January 1, 2014. This policy is incorporated into the Rules and Regulations for the properties. The policy prohibits smoking in all areas of the properties, including all buildings, common areas, inside apartment dwelling units, entryways, porches, balconies, patios, and parking areas.

Rent and Occupancy Charge Collection Policies and Procedures

Rent Calculation

The HASCO Properties are subsidized by rental assistance through USDA. Tenants receiving rental assistance only pay 30% of their adjusted monthly gross income for rent. The rest of the monthly rent is paid by USDA. Rent calculation is performed by the Rural Development Division.

Project Rent/Occupancy Charge Collection Policy and Procedure

Rent is due and collected on or before the fifth of each month by auto withdrawal, in person at the HASCO main office, or by mail. If submitted via the postal service, the date of receipt of payment is the date it is delivered to the HASCO office, not the post mark date. HASCO does not accept payments in cash. HASCO's rent collection policy is posted on-site at each of the properties. Rent payments are handled by the HASCO Finance Department. The Finance Department uses an electronic ledger system to track

rent collections. This system tracks collections serially and can generate reports that show which tenants have paid their rent and which have not.

Rent due notices are delivered to any tenants who have not paid their rent by the fifth of the month.

Late charges of \$10 will be charged for late payment of rent after a 10-day grace period. If a tenant pays rent with an NSF (Non-Sufficient Funds) check, the tenant will be charged a \$10 fee in addition to any late fees which may be due.

On the 11th of the month, all tenants who are delinquent are sent a Fourteen-Day Pay or Quit notice. The original notice is sent by First Class mail to tenant's address and a copy with the original signature is delivered in person by a process server. A copy of the notice is retained in the tenant's file. If tenant does not respond to a Fourteen-Day Pay or Quit notice, an attorney is contacted to start an unlawful detainer action. If the tenant does not pay the rent after receiving the court summons, court action begins to evict the tenant.

If the tenant is repeatedly late in making rent payments so that he/she has been sent several Fourteen-Day Pay or Quit notices, he/she is sent a letter warning him/her that continual late payment is cause for eviction. Repeatedly late is defined as remitting payment for rent after the 10th day of the month in excess of three (3) times in any consecutive twelve-month period. If the tenant continues to be delinquent, eviction will be commenced with a 30-Day Notice to Vacate.

Tenants can receive a rent receipt from HASCO upon request. The original would go to the tenant and a copy retained by HASCO.

Security Deposits and Other Fees

A \$150 security deposit must be collected in its entirety prior to allowing occupancy of a unit. The security deposit will not be adjusted during the tenant's term of occupancy within the same unit. In the event a tenant transfers from one apartment unit at the project into another apartment unit at the project, the security deposit on record will be disbursed as applicable, as though the tenant had vacated the project, and a new security deposit will be established for the unit into which the tenant is transferring. If tenants cannot pay the full amount of the security deposit initially, they may be placed on a payment plan at HASCO's discretion. HASCO may not increase for persons with disabilities any customarily required security deposit for restoration after modifications which may be made to permit the disabled person's full enjoyment of the unit.

Each tenant's security deposit is individually recorded and accounted for. It is deposited into a bank account in a federally insured bank until the time that the tenant leaves the property. Any charges deducted from the security deposit will be detailed

on the Unit Move-Out Inspection Report that will be mailed to the tenant within fourteen (14) days of moving out of the property.

Tenants with pets will be required to make an additional refundable pet deposit of \$50, which is separate and in addition to the security deposit. No pet deposit will be required for a service animal. The pet deposit will be recorded and accounted for in the same manner as the security deposit. The pet deposit will be refunded, less any charges, within fourteen (14) days after the tenant moves out of the apartment unit.

At the HASCO Properties, electricity costs are billed directly to the tenant and are the tenant's responsibility. HASCO pays for water, sewer, and trash collection at these properties. Tenants are also responsible for phone, cable and internet if they choose to have those services. Tenants are not allowed to have satellite dishes or exterior antennas.

Procedures for Requesting and Implementing a Change in Rent or Occupancy Charges

Budget Procedures

The Director of Asset Management will review the budget quarterly and propose budget adjustments as needed. The Director of Finance will provide input and complete a final budget review. The annual budget will be presented to the Executive Director and Board of Commissioners for approval.

The proposed operating budget for the HASCO Properties includes replacement reserves funded to the maximum extent possible. These funds will be set aside for equipment replacement and necessary capital repairs to the properties. The budget includes preventative maintenance to assure that safety hazards and damages are minimized. Major maintenance or replacement items are budgeted or reserve funds are requested for these expenditures. Requests for reserve funds include a copy of the invoice or contractor's bid.

Rent Increases

HASCO will provide USDA with the facts demonstrating the need and justification for a rent increase including:

1. An updated utility allowance analysis as applicable
2. A proposed operating budget on form RD 3560-7, *Multiple Family Housing Project Budget/Utility Allowance* for projects' fiscal years showing:
 - Current approved budget at old rents
 - Actual income and expenses to date
 - Proposed budget at proposed new basic rents

- Proposed budget at proposed new note rate rents, if applicable
- 3. Annual Capital Expenditure Budget
- 4. A budget narrative with supporting documentation
- 5. A copy of *Notice to Tenants of Proposed Rent and Utility Allowance Change*

The HASCO Director of Finance is responsible for preparing and processing rent increase requests. Rent increase requests will typically be made, if possible, to be effective on the first day of the project's fiscal year. Changes in past actual expenses or anticipated future expenses will be noted on the proposed budget for the coming year as the rationale for raising rents.

Notification of a proposed rent change will be accomplished by mailing copies of USDA's *Notice to Tenants of Proposed Rent and Utility Allowance Change* to all affected tenants at least 90 days prior to the anticipated effective date of the rent change. The notice will also be posted in common areas around the project, such as the common room and laundry rooms. The notice will inform tenants that during a 30-day comment period, they will have an opportunity to inspect, copy and make written comments or objections to all materials submitted to USDA to support the rent change. All affected tenants will be informed of USDA's approved rent increases in writing at least 30 days prior to the effective date of the rent change.

Rent changes will typically be requested 90 days prior to the end of the fiscal year. Under special circumstances, where a change is necessary to preserve the financial integrity of the project, a rent change may be requested at times other than 90 days prior to the end of the fiscal year.

Plans and Procedures for Maintenance, Repair and Replacement

Objective and General Plan for Preventive Maintenance

HASCO is responsible for preventative and routine maintenance of the properties. See Exhibit H for a copy of the Preventative Maintenance Plan. Landscaping is performed by a contractor hired by HASCO. Unit turns and repairs will be handled by HASCO maintenance staff, except where contracting the work to a private company is more cost-effective (such as replacement or cleaning of carpets). The Roving Property Manager is responsible for making sure that the property is tidy and that all repair needs, other than those reported directly to HASCO by tenants, are reported to HASCO maintenance staff to be addressed.

Policy and Procedure for Submitting Maintenance Requests

Residents are instructed to report major and/or minor maintenance repair needs in writing to the HASCO maintenance division. Work order request forms are available in the laundry rooms and/or community buildings at all of the properties.

Building Plans

Project building plans are kept at the HASCO off-site storage in Marysville. Electronic copies of the plans are on the HASCO server. The Construction Manager is responsible for updating the plans as modifications occur.

Capital Repairs and Replacement

HASCO is responsible for capital repairs and replacements at the project. A replacement reserve is already in place at the property which is used to fund capital replacements. All work will utilize high quality materials and labor in order to minimize maintenance and maximize the life of the building.

Major repairs will be handled by obtaining competitive bids from reliable, licensed and bonded contractors. HASCO will review bids and select a contractor based on cost and ability to successfully perform the work.

HASCO will perform capital needs assessments in-house or through contract on a regular basis. The life expectancy of each capital item is estimated as well as the cost of replacement. Reserve funds are analyzed for adequacy. Each anticipated capital expenditure is, if feasible, included in the proposed annual budget. For expenditures that are to be paid for out of the replacement reserve, HASCO will request USDA approval and include the winning bid as part of the approval request.

Purchase orders and invoices for payment are handled by HASCO's Finance Department and paid on a weekly basis.

Safety and Emergency Preparedness

A fall protection plan has been prepared for each of HASCO's Rural Development properties. All contractors performing work on the property must follow the regulations contained in the plan.

All units are equipped with a smoke detector and are compliant with applicable fire exit regulations. Fire extinguishers are located around the premises.

Plans and Procedures for Providing Supplemental Services

Supplemental Services Provided

Laundry machines are provided as a supplemental service to the tenants. The laundry equipment is owned by American Meter Laundry Company. The vendor's employee collects the proceeds and gives HASCO an accounting of the machine's counter and/or a receipt for cash collected. HASCO monitors the deposits for consistency based on expected income and property type. American Meter Laundry Company is responsible for maintaining the laundry equipment.

Accounting, Recordkeeping and Meeting Reporting Requirements

Finance Procedures

All tenants' ledgers are maintained in a computerized management system at the HASCO offices. The lease files reside with the Asset Management Department. The PH/RD Specialist is the contact for USDA Rural Development to review the records.

Invoices for property purchases are approved by the Asset Management Department. Approved invoices are then processed by the Finance Department. Bank account information, financial statements and accounts payable are maintained by the Finance Department. All interest earned on these monies remains in the property account. All accounts are reconciled monthly.

The annual audit is prepared by the State Auditor's Office, which is not associated or affiliated with this property. HASCO prepares all reports and budgets as required by the grant contracts. At the end of each month, a Balance Sheet, Income and Expense Statement and General Ledger are prepared by the Director of Accounting. Any required monthly, quarterly and annual reports also are prepared. The Director of Finance is responsible for submitting all required quarterly and annual reports to Rural Development.

HASCO's project bookkeeping chart of accounts and bank accounts is not compatible with Form RD 3560-7; however, HASCO has the ability to design reports to meet USDA needs.

Energy Conservation Measures and Practices

Plan to Inform and Encourage Tenants in Energy Conservation Practices

Energy and water conservation practices save resources and reduce operating costs for the property and utility costs for tenants. Energy conservation information is built into the tenant briefing material for new residents. Management also sends seasonal letters to tenants regarding conservation and care of their unit. In addition, tenants pay their own electricity, which will make them more conscious of their energy use than if it was included in their rent.

Plan to Utilize Energy Conservation Practices in Common Areas

HASCO completed energy audits of the HASCO Properties in 2008. The plans evaluated the properties and prioritized energy and water savings improvements.

Most of the conservation measures considered by the audit were either already in place or were not cost-effective (had a payback time of more than 15 years). For example, the

audit concluded that all of the properties had adequate insulation and weather stripping in place. However, the audit recommended replacement of all toilets using 5 gallons per flush (GPF) with 1.6 GPF toilets. Lighting replacements using fluorescent bulbs were also recommended for some properties.

HASCO has integrated these recommendations into its planning and will follow the recommendations of the audit upon replacement of these fixtures or if rehab is completed at a property.

Where possible, HASCO will work with Snohomish County PUD and/or Snohomish County Weatherization to identify possible energy efficiency improvements to be completed by those agencies at low or no cost to HASCO. New equipment that is installed, such as lamp ballasts or toilets, meets current energy efficiency standards at the time it is installed, including in community rooms and common areas. As the budget permits, additional conservation measures will be taken in these areas.

Tenant Participation in Operations and Tenants' Relationship with Management

Tenant Organizations

There is no formal tenant organization at any of the properties, although many properties have informal social groups of the tenants. HASCO encourages tenants to utilize the common spaces at the properties for tenant gatherings and meetings.

Tenants' Relationship with Management

HASCO strives to maintain a good working relationship between HASCO staff and tenants.

All staff that work on the HASCO Properties are knowledgeable of Rural Development tenant grievance and appeals procedures. Copies of HASCO's Grievance Procedure for its Rural Development properties are kept on site and posted on the community bulletin board in the community room at each property. New residents are briefed and provided with a copy of the Grievance Procedure at orientation.

The PH/RD Specialist is responsible for responses to and consideration of any tenant grievances and complaints.

Carrying Out Management Training Programs

Standards and Proficiency of Management Staff

Staff working on Rural Development-funded properties is expected to be proficient in all Rural Development rules and regulations and maintain handbooks with all of the relevant USDA regulations. Handbook changes are automatically inserted upon receipt.

Staff is provided formal training opportunities at least annually. HUD and Rural Development training is provided to all Rural Development Division staff. Training sessions are held at least annually and cover a variety of topics to assure staff has the tools and training necessary to effectively carry out their job.

Termination of Leases and Evictions

Terminations and Evictions

The tenant must provide the landlord twenty (20) days' written notice before moving from the unit. If the tenant does not give 20 days' notice, the tenant will be liable for rent up to the end of the 20 days for which notice was required or to the date the unit is re-rented, whichever comes first.

The landlord may terminate the lease for good cause. Good cause includes but is not limited to drug-related criminal activity and other material non-compliance with the lease agreement.

A Notice to Terminate Tenancy will be provided to a tenant if they violate the terms of their lease, in accordance with all applicable federal, state and local laws. This notice will be personally served to the resident, and/or by both conspicuously posting a copy of said notice on the premises and placing a copy addressed to the leaseholder in the U.S. Mail.

Termination of a lease and eviction of residents will be carried out in accordance with the tenant lease, Washington State tenant law, federal tenant law, and any other applicable regulations.

Responsibility for Administering Termination of Leases and Evictions

The PH/RD Specialist is responsible for being familiar with and administering State, local and Rural Development laws and requirements regarding termination and eviction proceedings.

Responsibility for Notifying Tenants of Lease Terminations and Evictions

The PH/RD Specialist is responsible for knowing and administering State, local and Rural Development laws and requirements regarding the notification that must be

given to a tenant when termination of their lease or occupancy agreement is proposed and also for handling subsequent eviction procedures through the local judicial process. When enforcement of the lease requires legal notice to a tenant, HASCO's retained attorney reviews the notice prior to service. All notices are served by process server.

Insurance

Fidelity Coverage

The Director of Finance is responsible for knowing and complying with Rural Development requirements for fidelity coverage and is also responsible for acquiring such coverage. Fidelity coverage is provided to HASCO through the Housing Authorities Risk Retention Pool (HARRP).

Insurance Coverage

The Director of Finance is responsible for knowing and complying with Rural Development requirements for insurance coverage and is also responsible for acquiring such coverage. Insurance coverage is provided to HASCO through HARRP.

Management Compensation

Amount and Payment of Management Fees

Management of the property is provided directly by HASCO. No management agent will be hired. As authorized by current Management Plan Certification Form RD 3560-13, a management fee will be charged to the project by HASCO to cover its administrative costs to manage and operate the project. Any management fee above the approved USDA amount will be requested using form RD 3560-13. The current management fee is determined in accordance with the current fee allowed by Rural Development and consists of an asset management fee, bookkeeping fee, project-based management fee and an inspection fee. Management fees are paid to HASCO on a monthly basis by journal entries in HASCO's accounting system.

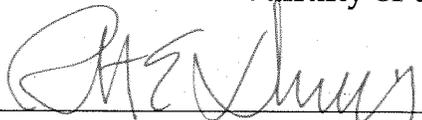
On-Site Management

Responsibility for On-Site Management

HASCO does not employ any on-site staff to manage its Rural Development properties. Instead, a Roving Property Manager handles day-to-day management responsibilities at the properties. The Roving Property Manager is responsible for cleaning and maintaining the common areas, doing light groundskeeping duties (such as picking up

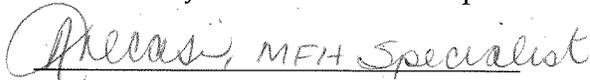
trash), reporting maintenance needs to the Maintenance Division and reporting lease and house rule violations to the PH/RD Specialist for enforcement. Residents are free to contact the Roving Property Manager at any time for emergencies.

Validity of the Management Plan

By: 
Robert E. Davis, Executive Director

2/10/16
(Date)

Reviewed by USDA Rural Development


(Rural Development Representative)

2/16/16
(Date)

Exhibit A - Certification of No Identity of Interest (Form RD 3560-30)

Position 3

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
RURAL HOUSING SERVICE
CERTIFICATION OF NO IDENTITY OF INTEREST (101)

Applicant/Borrower Name: Housing Authority of Snohomish County	Project Name: HASCO Properties, Glenwood Apartments
	Location: (Town, Country, State) Arlington/Lake Stevens/Marysville/Stanwood, WA

IDENTITY OF INTEREST STATEMENT

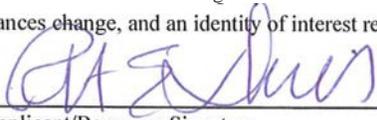
An Identity of Interest occurs:

- (1) When there is any financial interest between the applicant/borrower and/or management entity and the supplying entity.
- (2) When one or more of the officers, directors, stockholders or partners of the applicant/borrower or management entity is also an officer, director, stockholder, or partner of the supplying entity.
- (3) When any officer, director, stockholder, or partner of the applicant/borrower and/or management entity has a 10 percent or more financial interest in the supplying entity.
- (4) When the supplying entity advances any funds to the applicant/borrower and/or management entity.
- (5) When the supplying entity provides or pays on behalf of the applicant/borrower and/or management entity the cost of any materials and/or services in connection with obligations under the management plan/management agreement.
- (6) When the supplying entity takes stock or any interest in the applicant/borrower and/or management entity as part of the consideration to be paid them.
- (7) When there exists or comes into being any side deals, agreements, contracts or understandings entered into thereby altering, amending, or canceling any of the management plan/management agreement documents, organization documents or other legal documents pertaining to the property, except as approved by the Agency.

I, Robert E. Davis (please print name), hereby certify that I have read the identity of interest statement above and understand what the USDA, Rural Development, Rural Housing Service (herein referred to as the Agency), has determined constitutes an identity of interest. I further certify that NO identity of interest relationship exists.

I also hereby certify, under penalty of law*, and with knowledge that this information may be verified, that the information submitted is true and accurate. I further understand that failure to disclose any identity of interest to the Agency will also subject me to any administrative remedies available to the Agency. Such remedies may include suspension and debarment from participating in any Federal program.

I further understand and agree that I will complete an Identity of Interest Disclosure/Qualification Certificate if at any time my circumstances change, and an identity of interest relationship is formed.


Applicant/Borrower Signature

10/22/13
Date

Applicant/Borrower Signature

Date

*Warning: Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of the executive, legislative, or Judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, makes any materially false, fictitious, or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry shall be fined under this title or imprisoned not more than 5 years, or both."

Exhibit B - Affirmative Fair Housing Marketing Plan

Affirmative Fair Housing Marketing (AFHM) Plan - Multifamily Housing

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013
{exp. 1/31/2010}

1a. Applicant's Name, Address (including City, State & Zip code) & Phone Number Housing Authority of Snohomish County 12625 4th Ave W. Ste.# 200 Everett WA 98204	1c. Project/Contract Number 946873888	1d. Number of Units 186
	1e. Rental Range From \$ 600.00 To \$ 650.00	1f. Type of Housing Elderly <input checked="" type="radio"/> Family <input type="checkbox"/> Mixed (Elderly/Disabled)
	1g. Approximate Starting Dates (mm/dd/yyyy) Advertising as Du Aa.d	
	Occupancy 5/01/1996	

1b. Development's Name, Location (including City, State and Zip code) HASCO PROPERTIES 12625 4th Ave W. Ste.# 200 Everett WA 98204	1h. Housing Market Area Snohomish County	1i. Census Tract 529.01-535.01
	1j. Managing Agent's Name & Address (including City, State and Zip Code) Same as 1a	

2. Type of Affirmative Marketing Area (check all that apply) a. Plan <input type="checkbox"/> New <input type="checkbox"/> Update Reason for Update: b. Area <input type="checkbox"/> White (non-minority) Area <input type="checkbox"/> Minority Area <input type="checkbox"/> Mixed Area (with <u>17</u> % minority residents)	3. Direction of Marketing Activity (Indicate which group(s) in the housing market area are least likely to apply for the housing because of its location and other factors without special outreach efforts) <input type="radio"/> White <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Persons with Disabilities <input type="checkbox"/> Families with Children <input checked="" type="radio"/> Other _____ Specify _____ b.a. soecific ethnic arouo. reliaion)
---	---

4a. Marketing Program: Commercial Media (Check the type of media to be used to advertise the availability of this housing)

Newspapers/Publications Radio Billboards Other (specify)

Name of Newspaper, Radio or TV Station	Group Identification of Readers/Audience	Size/Duration of Advertising
Internet-HASCO website	White, Hispanic, American Indian or Alaskan	on going as needed (2x3-a week)
	Native, Black or African American, Asian or	
	Pacific Islander, Persons with Disabilities	
Little Nickel	Same as above-Internet-HASCO	on going as needed (2x3-a week)

4b. Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster

(1) Will brochures, letters, or handouts be used to advertise? Yes No If "Yes", attach a copy or submit when available.

(2) For development site sign, indicate sign size 5 x 3; Logo type size 5 x 4. Attach a photograph of sign or submit when available.

(3) HUD's Fair Housing Poster must be conspicuously displayed wherever sales/rentals and showings take place. Fair Housing Posters will be displayed in the Rental Office Real Estate Office Model Unit Other (specify)

COMMUNITY CONTACT UST

CATHOLIC COMMUNITY SERVICES (1-8)
3711 SMITH AVENUE
EVERETT, WA 98201
PHONE 425-257-2111
ATTN: BRENNA BOTSFORD

EVERETT HOUSING AUTHORITY (1-8)
3107 COLBY AVE
EVERETT, WA 98201
PHONE: 425-258-9222
ATTN: BUD ALKRE

DSHS - MONROE (1-8)
953 VILLAGE WAY, STE #100
MONROE, WA 98272
PHONE: 425-438-4972
ATTN: SANDY NELSON

DSHS - SMOKEY POINT (1-8)
3906 172ND ST NE, STE #200
ARLINGTON, WA 98223
PHONE 425-339-4716
ATTN: GWEN DELP

DSHS - ALDERWOOD (1-8)
2031 152ND AVE. W. SUITE 201
LYNNWOOD, WA 98036
PHONE 425-673-3045
ATTN: SALLY STAGMEYER

CITY OF LYNNWOOD SENIOR CENTER (1-8)
5800 198TH ST SW #9
LYNNWOOD WA 98036
PHONE 425-670-5051
ATTN: MARYANNE GRAFTON

HOUSING HOPE (1-8)
5830 EVERGREEN WAY
EVERETT WA 98203
PHONE: 425-347-6556
ATTN: KAREN MATSON

SOUTH COUNTY SENIOR SERVICE CENTER
220 RAILROAD AVE
EDMONDS WA 98020
PHONE: 425-774-5555
ATTN: JANICE DESHON

EVERETT GOSPEL MISSION (1-8)
PO Box 423
EVERETT, WA 98206
PHONE: 425-252-1297
ATTN: SILVIA ANDERSON

DSHS - EVERETT (1-8)
840 N. BROADWAY BLDG A, STE #340
EVERETT, WA 98201
PHONE 425-339-4768
ATTN: NANCY LUCAS

VOLUNTEERS OF AMERICA (1-8)
1230 BROADWAY
EVERETT, WA 98206
PHONE: 425-259-3191 OR 425-212-3217
ATTN: BRIAN EISENKRAFT OR SAM SCOVILLE

AMERICAN RED CROSS (1-8)
2530 LOMBARD AVE
EVERETT, WA 98201
PHONE: 425-252-4103
ATTN: CLARE WAITE

SENIOR SERVICES (1-8)
8225 44TH AVE W., STE 0
MUKILTEO, WA 98275
PHONE 425-355-1112
ATTN: BOB QUIRK

COMPASS HEALTH (1-8)
3322 BROADWAY
EVERETT WA 98201
PHONE 425-672-3333
ATTN: DAVID A. SHIVELY

ST. VINCENT DE PAUL (1-8)
6430 BROADWAY
EVERETT WA 98201
PHONE: 425-355-3504
ATTN: ANY VOLUNTEER SERVICE AGENT

STILLAGUAMISH SENIOR CENTER
18308 SMOKEY POINTE BLVD
ARLINGTON WA 98223
PHONE: 360-653-4551
ATTN: KAREN

RACIAL/ETHNIC IDENTIFICATION KEY:

1 American Indian or Alaskan Native
2 Asian
3 Black or African American
4 Native Hawaiian of Other Pacific Islander

5 Hispanic or Latino
6 Persons with Disabilities
7 Families with Children
8 White

Exhibit C - Sample Printout of Waiting List

Exhibit D - Apartment Inspection Report Form

Housing Authority of Snohomish County

RURAL DEVELOPMENT DIVISION

12625 FOURTH AVENUE W, SUITE 200 + EVERETT, WASHINGTON 98204

PHONE (425) 290-8499 (425) 743-4505 + FAX (425) 290-5618-3327 + TDD (425) 290-5785

HASCO INSPECTION RECORD - ACCEPTANCE

COMPLEX/UNIT _____ TENANT(S) _____

HOT WATER HEATER DISCLOSURE STATEMENT

In accordance with Washington State Law, Chapter 19.27A.060, HASCO has set the thermostat of the hot water heater in this unit at no more than 120-degrees Fahrenheit.

This will acknowledge that I/we understand that the reason for this action is because excessively hot tap or bath water can cause severe scalding and in some cases even death. It is further understood that any readjustment of the temperature setting by the resident relieves HASCO of liability for damages or injury attributed to the readjustment by the resident.

SMOKE DETECTOR DISCLOSURE STATEMENT

In accordance with Washington State Law, Section 1, Chapter 48.48.140RCW, HASCO has installed Smoke Detection Devices, in conformance with nationally accepted standards and as provided by Chapter 34.04 RCW, in all dwelling units.

This statement and acknowledgements above are to certify that you have been shown the location and have had the operation of the installed smoke detection device(s) in your unit explained to you and understand that the smoke detection device(s) are functional on this date and that maintenance of the device(s), including immediate notification to HASCO if defective or inoperable, is your responsibility until you legally vacate your unit.

MOVEN STATEMENT

Tenant has inspected the above premises prior to occupancy and accepts it with the conditions and/or exceptions noted on the Inspection Checklist. Tenant agrees to deliver the premises in like condition upon termination of tenancy, normal wear and tear excepted.

KEYS SUANCE

Number of keys: Unit _____ Mail _____

MOVE-IN SIGNATURES

I have inspected the apartment and found this unit to be in decent, safe, and sanitary condition. Any deficiencies are noted on the enclosed forms. I recognize that I am responsible for keeping the apartment in good condition, with the exception of normal wear. In the event of damage I agree to pay the cost to restore the apartment to its original condition.

TENANT(S) SIGNATURE(S) _____ DATE _____

This unit is in decent, safe, and sanitary condition. Any deficiencies identified in this report will be remedied within 30 days of the date the tenant moves into the unit

HASCO REPRESENTATIVE _____ DATE _____

VACATE SIGNATURES

_____ Agree with move-out inspection _____ Disagree with move-out inspection. If disagree, please explain on comments page

TENANT(S) SIGNATURE(S) _____ DATE _____

HASCO REPRESENTATIVE _____ DATE _____

HASCO INSPECTION RECORD - INSTRUCTIONS

CHECKLIST INSTRUCTIONS

INSPECTION TYPES:

ANN	Annual
DB	Drive-By
FU	Follow-Up
RE	Reinspection
SA	Semi-Annual
SP	Special
TEN	Tenant (move in)
VAC	Tenant (move out)

OBSERVATION NOTES:

Each item on the checklist shall be examined for the following:

CLEANLINESS
OPERATION
DAMAGE

Examine each item inside, outside, front, back, under, and/or between as applicable. Mark all spaces on checklist per legend.

GRADING LEGEND:

+ Satisfactory • no action required.
- Not satisfactory - see action list.
0 Not applicable.

ACTION LIST INSTRUCTIONS

NOTE:

The action item number is a combination of the room name abbreviation and the building component number (I.E. LR20 refers to living room windows/screens).

ROOM NAME ABBREVIATIONS:

EM	Entry Hall	BU	Upstairs Bathroom
LR	Living Room	MB	Master Bedroom
DR	Dining Room	SB	Second Bedroom
K	Kitchen	TB	Third Bedroom
BD	Bathroom Downstairs	FB	Fourth Bedroom
UR	Utility Room	GC	Garage/Carport
SW	Stairway	Y	Yards
UH	Upstairs Hall	BX	Building Exterior
M	Miscellaneous		

BUILDING COMPONENT NUMBERING CODE:

10	Walls/Ceilings	40	Refrigerator	60	Mirror/Cabinet
11	Doors/Base	41	Range	61	Towel Bar/T.P.
		42	Dishwasher	62	Shower Rod/Door
20	Windows/Screens	43	Water Heater	63	Closet Access.
21	Drapes/Blinds			64	Laundry Access.
22	Doors/Hardware	50	Sink/Lav./Faucet	65	Handrail/Railing
		51	Tub/Shower		
30	Light Fixtures	52	Toilet	70	Cabinets
31	Power/Tel./ITV				
32	Smoke Detector			80	Furnace
33	Emergency Call				
34	Hood/Fan			90	Miscellaneous
35	Heater/Grill				

ACTION LEGEND:

SR	Schedule and Repair
DA	Defer Action Indefinitely
CT	Charge Tenant for Damage (schedule and repair)

HASCO INSPECTION RECORD - CHECKLIST

PROJECT _____ UNIT _____ TENANT _____

	DATE						
	INSPECTION TYPE						
	INSPECTOR						
1 v Cl: E a:	WAUS/CEJUNG						
	FLOORS/BASE						
	DOORS/HARDWARE						
	CLOSET ACCESS.						
	LIGHT FIXTURES						
	POWER/S.DTECT.						
	HEATER/GRILL						
	WALLS/CEILING						
	FLOORS/BASE						
	WINDOWS/SCREENS						
8 a:	DRAPES/BLINDS						
	DOORS/HARDWARE						
	LIGHT FIXTURES						
	POWER/TA.ITV						
	HEATER/GRIUE						
	WAUS/CEIUNG						
	FLOORS/BASE						
	WINDOWS/SCREENS						
	DRAPES/BLINDS						
	DOORS/HARDWARE						
12 a:	LIGHT FIXTURES						
	POWER/TEL/TV						
	HEATER GRILLE						
	WALLS/CBUNG						
	FLOORS/BASE						
	WINDOWS/SCREENS						
	DRAPES/BLINDS						
	DOORS/HARDWARE						
	LIGHT RXTURES						
	POWER/TEL/TV						
12 a:	HOOD/FAN						
	CABINETS/COUNTERS						
	REFRIGERATOR						
	RANGE						
	DISHWASHER						
	SINK/FAUCET						
	WALLS/CEIUNG						
	FLOORS/BASE						
	WINDOWS/BUNDS						
	DRAPES/BUNDS						
12 a:	DOORS/HARDWARE						
	LIGHT FIXTURES						
	POWER/NENT FAN						
	TUB/SHOWER						
	SHOWER ROD/DOOR						
	TOILET						
	CABINETS/COUNTERS						
	LAV/FAUCET						
	MIRROR/CABINET						
	TOWEL BAR/F.T.P.						
12 a:	WALLS/CEILING						
	FLOORS/BASE						
	WINDOWS/SCREENS						
	DRAPES/BUNDS						
	DOORS/HARDWARE						
	POWER/LIGHTING						
	WAIINDRY AccFf;S						
	WALLS/CEILING						
	WINDOWS/SCREENS						
	DRAPES/BLINDS						
12 a:	FLOOR/BASE						
	LIGHT FXTURES						
	HANDRAL						
	WALLS/CEILING						
	FLOORS/BASE						
	DOORS/HARDWARE						
	CLOSET ACCESS.						
	LIGHT FIXTU ES						
	POWER/S.DqECT.						
	HEATEh/ORI						
12 a:	FURNACE						
	WATER HEATER						

Exhibit E - Form of Lease Agreement

HOUSING AUTHORITY OF SNOHOMISH COUNTY

12625 - 4th Avenue West, Suite 200 • Everett, Washington 98204

(425) 290-8499 or (425) 743-4505

TDD (425) 290-5785 • FAX (425) 290-5618

Lease Agreement

IMPORTANT! PLEASE READ CAREFULLY

This lease is for the rental of apartments which have been financed with assistance from USDA, Rural Housing Service. This lease is subject to USDA Rural Housing Service regulations and 7 CFR Part 3560, the provisions of which are incorporated herein. It contains special provisions concerning your income, the basis for determining your rent, and other factors which may be different from leases that you as a Tenant have previously signed. Rural Housing Service has the right to further verify information provided by you or any household member. Your signature indicates that you have read these provisions. Please read it carefully before signing, and ask questions if there are any parts which you do not understand.

DISCRIMINATION PROHIBITED.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W., Stop 9410 Washington, DC 20250-9410 or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer." We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. Persons with language barriers may request or arrange interpretation alternatives or services.

Agreement made this _____ day of _____, _____ by Housing Authority of Snohomish County (landlord) and _____ (Tenant).

Apartment unit – Landlord leases to Tenant unit number _____, at the _____, a Rural Rental Housing Project located at : _____ (hereinafter, the "Unit").

- TERM.** Subject to the conditions set out in this Paragraph 3, the term of this lease shall be twelve (12) calendar months beginning on _____. TENANT'S right to occupy the premises is automatically renewed on a month to month basis, subject to the following conditions: (a) that TENANT is not in violation of the lease; (b) that TENANT has not been served with _____ or more notices of lease violation for any cause(s) within the past twelve (12) months; (c) that TENANT continues to be eligible for tenancy under USDA, Rural Housing Service regulations; and (d) that TENANT signs a new lease if the standard lease form or any applicable addendum has been amended since TENANT signed the last lease. If TENANT meets these conditions, TENANT'S right to occupy the premises can be terminated only if TENANT or LANDLORD uses the methods in Paragraphs 19 or 20, respectively. If TENANT fails to meet these conditions, TENANT acknowledges and agrees that TENANT must vacate TENANT'S unit within thirty (30) days of being notified by LANDLORD that TENANT is no longer eligible for occupancy or at the expiration of the existing lease term whichever is greater. Any notice will be in writing.
- OCCUPANTS.** The person or people approved for occupying the apartment as TENANT(S) and/or household members are:

Tenant _____ **Name** _____
Member Name _____
Member Name _____

Any change(s) in the occupancy of TENANT'S household must have LANDLORD'S prior written approval.

- Eligibility.** Determination of the eligibility of the above person/people to be occupant(s) of the apartment is based on the information provided by on the Form RD 3560-8 and household size and characteristics in accordance with USDA, Rural Housing Service regulations. The TENANT will be required to submit to recertification of eligibility at least on an annual basis or when changes occur as detailed in Paragraph 6. TENANT agrees and understands that tenancy and eligibility for continued occupancy is subject to TENANT'S compliance with the terms of all applicable assistance programs covering TENANT'S unit and/or the project.
- Maximum Income:** USDA, Rural Housing Service regulations require that should TENANT'S adjusted household income exceed USDA, Rural Housing Service qualifying limits, TENANT will no longer be eligible for occupancy in this Project. USDA, Rural Housing Service regulations require that once an eligible TENANT'S income is in excess of USDA, Rural Housing Service qualifying limits, TENANT is no longer eligible for occupancy in this project and will be required to vacate within thirty (30) days after the service of notice that TENANT is ineligible for tenancy, or when TENANT'S current lease term ends, whichever is of greater length, unless an exception is authorized by the USDA, Rural Housing Service State Director.

- c. Guests. Anyone who stays in TENANT'S apartment and is not listed on the Form RD 3560-8, "Tenant Certification" will be treated as a guest. TENANT shall not assign this Lease, nor sublet or transfer possession of the rental unit or any portion thereof, nor sell or give accommodation to roomers, boarders, or lodgers, nor permit the use of the rental unit for any other purpose than a private dwelling solely for the TENANT and the persons named in Paragraph 2 of this Lease, and shall not use the premises for illegal activity under Federal, State or local law, or other activity which impairs the physical or social environment of the housing project.

If TENANT'S guest stays longer than three (3) consecutive days or nights, TENANT will provide LANDLORD the name and address of each guest. If TENANT's guest(s) make(s) reoccurring visits or one continuous visit of more than five (5) days and/or nights in a forty-five (45) day period without prior written approval by LANDLORD, TENANT can be considered to be allowing an unauthorized occupant. unauthorized occupant is defined as person(s) who, with the consent of a TENANT, is staying in the unit but is not listed on Form RD 3560-8, "Tenant Certification" or approved by the LANDLORD to dwell in the unit. Any TENANT allowing a previously rejected guest, potential household member or live-in aide to continue to reside in the apartment could be considered keeping an unauthorized occupant which is considered material non-compliance of the lease agreement. Any arrangements for live-in aides must have the prior written permission of the LANDLORD. LANDLORD has the right to require proof of domicile of TENANT'S guest if LANDLORD suspects TENANT'S guest is an unauthorized occupant. The Tenant Contribution will not be recalculated if a LANDLORD approved live-in aid occupies the unit of if TENANT'S guest is there to assist TENANT due to TENANT'S being incapacitated during a time of sickness or recovery. Written verification by a medical doctor of the need for such assistance is required for any such guest. IF TENANT WISHES TO ADD SOMEONE TO TENANT'S EXISTING LEASE, TENANT MUST CONSULT WITH LANDLORD PRIOR TO MAKING ANY CHANGES IN THE CURRENT HOUSEHOLD COMPOSITION. ANY PERSON WHO DESIRES TO BE ADDED TO THE LEASE MUST COMPLETE THE APPLICATION PROCESS FOR TENANCY, MEET ALL ELIGIBILITY REQUIREMENTS, BE APPROVED BY THE LANDLORD PRIOR TO MOVING IN AND ADDED TO Form RD 3560-8, "Tenant Certification".

3. **RENT. Monthly Note Rate Rent** is \$_____ **Monthly Basic Rent** is \$_____ and is based on Interest Credit granted by USDA, Rural Housing Service to LANDLORD.

TENANT CONTRIBUTION. Gross Tenant Contribution is that portion of the rent that is paid by TENANT towards rent and utilities. The amount is listed on the Form RD 3560-8, "Tenant Certification". **Tenant Contribution** is Gross Tenant Contribution adjusted by a Utility Allowance. **Utility Allowance** is an amount approved by USDA Rural Housing Service to help offset the utilities in the unit that are paid directly by TENANT, excluding telephone and cable TV, if any. Tenant Contribution will be determined in accordance with USDA, Rural Housing Service regulations. The monthly Tenant Contribution is \$_____. The Tenant Contribution is due on the first day of each month and must be paid on or before the first day of each month. HASCO allows a grace period making the rent due on the 10th day of the month. Payment should be made directly to the landlord at **The Housing Authority of Snohomish County 12625 4th Avenue West Ste. 200, Everett, WA 98204**. Tenant Contribution may be paid at such other location as directed by LANDLORD in writing. TENANT'S payment must be made by check or money order and it should be made payable to **The Housing Authority of Snohomish County (HASCO)**. LANDLORD will accept the Tenant Contribution even if TENANT owes LANDLORD other charges. LANDLORD will apply the Tenant Contribution toward rent prior to applying it to other charges that TENANT may owe. LANDLORD may, however, take other action(s) to collect these charges, including seeking legal remedy and/or terminating the tenancy of TENANT under Paragraph 17, below.

- a. **Tenant Contribution Increases and Decreases.** TENANT understands and agrees that the monthly Tenant Contribution under this lease may be raised or lowered, based on changes in TENANT'S household income or adjustments to income, failure to submit information necessary to verify income, changes in the number and ages of people living in the household, and the Escalation Clause of this lease. Should TENANT no longer receive rental assistance as a result of these changes, or if the rental assistance agreement executed by the Owner and USDA, Rural Housing Service expires, TENANT understands and agrees that the monthly Tenant Contribution may be adjusted to no less than Basic Rent nor more than Note Rate Rent during the remaining term of this lease, except that, based on the Escalation Clause in this lease, these rates may be changed by a USDA, Rural Housing Service approved rent change. TENANT may request a redetermination of the monthly Tenant Contribution if TENANT'S household income decreases. Any adjustment in the Tenant Contribution caused by a change in household income, adjusted income, or in the ages of people in TENANT'S apartment will be effective on the next Tenant Contribution due date, after proper third party verification is obtained, in such a manner as to allow LANDLORD sufficient time to verify changes.
- b. **Rental Assistance. (Not applicable if NOT receiving Rental Assistance)** USDA, Rural Housing Service may pay a portion of the rent of qualified TENANTS, pursuant to the Housing Act of 1949 (amended). The amount of rent paid by USDA, Rural Housing Service to LANDLORD on behalf of TENANT is based on the adjusted annual income of all persons living in the unit, as determined by USDA Rural Housing Service regulations, and is called Rental Assistance.

- c. TENANT understands and agrees that if TENANT receives Rental Assistance, the monthly Gross Tenant Contribution, as determined on the latest Form RD 3560-8, "Tenant Certification", which is attached to this lease, for "rent" and "utilities" will be \$_____. If TENANT pays any or all of the utilities directly (not including telephone or cable TV), a Utility Allowance of \$_____ will be deducted from the monthly Gross Tenant Contribution for a monthly Net Tenant Contribution of \$_____. If TENANT receives rental assistance and the utility allowance exceeds the Gross Tenant Contribution, LANDLORD will pay TENANT the difference. If TENANT is eligible to receive Rental Assistance, and Rental Assistance is available, and the utility allowance exceeds the Gross Tenant Contribution, TENANT understands that every effort will be made to provide rental assistance so long as TENANT remains eligible and the Rental Assistance agreement between the Owner and USDA, Rural Housing Service remains in effect. However, should this assistance be determinate, TENANT may arrange to terminate this lease, by giving proper notice as set forth in Paragraph 19, below. If Federal subsidies paid to the borrower on behalf of the TENANTS are suspended or cancelled, TENANT'S payment will not change for the term of the lease.
- d. No Assignment and Use Limitations. The following conditions would not cause a change in the TENANT's Net Tenant Contribution: 1) Monetary or non-monetary default of the Owner. 2) Suspension, Cancellation, or Termination of Federal subsidies (Rental Assistance or Interest Credit) paid to the owner or management agent on behalf of the TENANT. 3) Prepayment of the Agency loan by the Owner. 4) Foreclosure, liquidation, or acceleration of the Owner's Promissory Note
- e. Reporting Changes. **TENANT agrees to immediately notify LANDLORD when there is any change in TENANT'S household income or assets, or adjustments to income, , or when there is a change in the number of people living in the TENANT'S household.** TENANT understands that the Tenant Contribution or benefits may be affected as a result of this information. TENANT also understands that failure to report such changes may result in TENANT losing benefits to which TENANT may be entitled or result in LANDLORD taking corrective action if benefits were mistakenly received. TENANT understands that the corrective actions LANDLORD may take include the initiation of a demand for repayment of any benefits or Rental Assistance improperly received, initiation of a notice to cancel any Rental Assistance being received for the balance of TENANT'S certification period, initiation of a notice to increase the monthly Tenant Contribution to \$_____per month (**Note Rate Rent**) or initiation of a notice of termination of tenancy. TENANT understands that one or more of these remedies may be initiated at LANDLORD'S option. LANDLORD must recertify TENANT'S household whenever permanent changes to gross household income or permanent adjustments to household income result in an income change of \$100 or more per month. At TENANT'S request, LANDLORD must recertify TENANT'S household for income changes of \$50 or more per month. LANDLORD may recertify TENANT household for income changes of less than \$50, but is not required to do so. When recertifying for a TENANT reported income change, LANDLORD is required to recertify all other factors that affect TENANT eligibility, Tenant Contribution and Rental Assistance, if applicable.
- f. Recertification of Eligibility and Misrepresentation by TENANT. LANDLORD will recalculate the Tenant Contribution at least once a year, or more often if any of the changes, listed under Section 6e, occur. The standards by which rents and eligibility will be determined will be by USDA, Rural Housing Service regulations. TENANT agrees to provide LANDLORD with certification and income verification information, including necessary signatures, so LANDLORD can complete these recalculations (Recertification) and issue a new Form RD 3560-8, "Tenant Certification". **TENANT understands that income certification is a requirement of occupancy and TENANT agrees to promptly provide any certification, income verifications and signatures required by the LANDLORD to permit the determination of eligibility, and where applicable, the monthly Tenant Contribution.**

TENANT understands that should TENANT receive occupancy benefits to which TENANT is not entitled due to TENANT'S failure to provide information or due to incorrect information provided by TENANT or on TENANT'S behalf by others, or for any other household member, TENANT may be required to make restitution and TENANT agrees to repay any amount of benefits to which TENANT was not entitled. If there are intentional misrepresentations or falsifications, or fraud, TENANT may be subject to legal action, which could include the imposition of federal penalties. Federal penalties include fines of up to \$10,000 and no more than 10 years imprisonment. Intentional misrepresentation of facts used to determine TENANT'S eligibility may also be considered material non-compliance of this lease and may result in the subsequent termination of tenancy of TENANT and household occupants in accordance with Paragraph 17.

- g. (Escalation Clause) Notice of Tenant Contribution Increase and Decrease.
- 1) Any adjustments in Tenant Contribution caused by a change in household income, assets, qualification for adjustments to income such as, the number or ages of the people in TENANT'S apartment, will be documented on a new form 3560-8, "Tenant Certification" and be effective on the next Tenant Contribution due date.

2) USDA, Rural Housing Service may allow LANDLORD to increase or decrease the Basic and Note Rate Rents and/or the Utility allowance on all units due to increasing or decreasing costs. These increases or decreases could result in an increase or decrease to TENANT'S Tenant Contribution. LANDLORD will notify TENANT if an increase or decrease to Basic Rent, Note Rate Rent and/or the Utility Allowance is approved by USDA, Rural Housing Service and of any resulting increase or decrease to TENANT'S Tenant Contribution at least thirty (30) days before it goes into effect and a new Form RD 3560-8, "Tenant Certification", will be issued.

h. Permanent Occupancy. TENANT understands that TENANT must promptly notify the LANDLORD of any extended absences in excess of two (2) weeks and that if TENANT does not personally reside in the unit for a period exceeding sixty (60) consecutive days for reasons other than health or emergency, LANDLORD will start termination of tenancy proceedings. TENANT also understands that should any Rental Assistance be suspended or reassigned to another eligible tenant, TENANT is not assured that such assistance will still be available to TENANT upon TENANT'S return. If absence is due to verifiable emergency or health reasons, termination of tenancy will begin after the TENANT is away from their unit for more than 180 days (6 months).

4. **LATE CHARGES AND NSF CHARGES.** A grace period of 10 days from the rental payment due date of the first (1st) day of the month is allowed under USDA Rural Housing Service regulations. However, non-payment of Tenant Contribution by the sixth (6th) day of the month may result in a Three Day Notice to Pay Rent or Vacate to be served on TENANT specifying LANDLORD'S intent to terminate tenancy, in accordance with paragraph 20 herein. If the Tenant Contribution is not fully paid by the tenth (10th) day of the month rental payment is due or as specified in the 3-Day Pay Rent or Vacate Notice, TENANT will be required to pay a late charge of **\$10 or 5% of the Tenant Contribution whichever is greater**. TENANTS receiving housing benefits from sources other than the Agency may be subject to the late rent fee requirements of the other funding sources.

If TENANT pays the Tenant Contribution with a NSF (Non-sufficient funds) check, TENANT will be charged a fee equal to the amount the bank charges LANDLORD in addition to any late fees which may be due. On the second (2nd) occurrence of a NSF check received from TENANT all Tenant Contributions shall be paid by cashier check or money order.

5. **UTILITIES.** TENANT and LANDLORD agree to pay for the following utilities as indicated:

UTILITY	TENANT	LANDLORD
Electricity		
Gas		
Water		
Sewer		
Garbage		
Other:		

It is TENANT'S responsibility to pay TENANT'S utility charges promptly when due

6. **SIZE OF APARTMENT.** The size of TENANT'S apartment is determined by the number of people or occupants as follows:

___ 1 ___ to ___ 3 ___ people 1 bedroom
 ___ 2 ___ to ___ 5 ___ people 2 bedroom

a. Should the unit become overcrowded or under-utilized, or should TENANT no longer meet the eligibility requirements of the project during the term of the lease agreement, TENANT will be required to vacate the unit at the end of the lease term unless eligibility can be established by moving to an appropriate unit or a written exception is granted by LANDLORD. TENANT agrees to move to an appropriate sized unit upon LANDLORD'S written request to TENANT. Upon receiving this notice, TENANT agrees to move at TENANT'S own expense within thirty (30) calendar days to another suitably-sized vacant unit in the project. TENANT further understands that TENANT'S rental rate and Tenant Contribution may change, when appropriate, based on the rental rate for the unit TENANT moves into and that this lease will be modified accordingly.

b. **UNITS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES.** TENANT acknowledges that if TENANT or a member of TENANT'S household does not have a disability and is occupying a unit that has design features for an individual with a disability that priority for such unit is given to those needing the special physical design features of the unit. TENANT acknowledges that TENANT is permitted to occupy the unit until LANDLORD issues TENANT a written notice that TENANT must move to another suitably sized vacant unit in the project because an applicant with a disability requiring the design features of the unit has applied for occupancy. Upon receiving this written notice TENANT agrees to move at TENANT'S own expense within thirty (30) calendar days to another suitably sized vacant unit in the project. TENANT further understands that TENANT'S rental rate and Tenant Contribution may change, when appropriate, based on the rental rate for the unit TENANT moves into and that this lease will be modified accordingly.

7. **TENANT DUTIES.** TENANT is obligated to comply with all of the terms of this lease, the Rules and Regulations, the Washington State Landlord-Tenant Act (RCW 59.18), and with the following duties. Failure to comply with these duties is a violation of this lease and may result in LANDLORD seeking legal remedies to terminate tenancy and this lease.
- a. Cleaning. TENANT must keep the apartment clean at all times. If LANDLORD is fined for TENANT'S violation of any fire, health, or safety code, TENANT will reimburse LANDLORD. If TENANT obstructs or fails to cooperate with any pest control efforts, LANDLORD will be required to reimburse LANDLORD for the cost of treating TENANT'S unit within thirty (30) days.
 - b. Safety. TENANT must not use the apartment for any purpose(s) considered dangerous to health, safety, property, or other people.
 - c. Garbage. TENANT must regularly dispose of TENANT'S garbage in a sanitary manner. If TENANT fails to do so, TENANT will pay all costs of pest extermination and/or clean up.
 - d. Use of Property. TENANT must properly use LANDLORD'S property including heaters, plumbing, appliances, and any other item furnished by LANDLORD.
 - e. Damages to the Apartment and/or the Common Areas. TENANT must not damage or remove any of LANDLORD'S property or permit any household member or guest to do so. TENANT will pay for any damages to LANDLORD'S property caused by TENANT, TENANT'S household members or TENANT'S guest within thirty (30) days of LANDLORD'S presentation to TENANT of a written bill for the damages.
 - f. Non-Smoking Policy. LANDLORD will notify TENANT if the property has a non-smoking policy and provide TENANT with a written policy. Violations of the non-smoking policy may be considered material noncompliance of the lease agreement and may result in termination of tenancy.
 - g. Nuisance. TENANT must not do anything which interferes with the rights of LANDLORD'S other tenants to have a safe, healthy and comfortable place to live or which disturbs the quiet enjoyment of their apartment and/or the premises. TENANT must not do anything which interferes with the ability of the LANDLORD or LANDLORD'S employees or agents to manage the property. TENANT agrees not to commit or permit a nuisance or common waste with respect to the Apartment and/or premises, nor to release or discharge any "hazardous materials" onto or from the Apartment or premises. For purposes of this Lease, "hazardous materials" shall be those items commonly referred to in Federal and State environmental laws. TENANT agrees to indemnify LANDLORD in connection with the clean up or mediation of any "hazardous materials" discharged or released by TENANT and possible civil liability should a fire occur.
 - h. Utilities. TENANT must not waste the utilities paid by LANDLORD. Waste may include excessive water running in or outside apartment caused by TENANT neglect, excessive electricity or heat usage, not directly related to a reasonable accommodation, etc. Management will enforce the reasonable and proper use of utilities provided by LANDLORD.
 - i. TENANT'S Appliances. TENANT must not install or use a dishwasher, washing machine, clothes dryer, air conditioner, etc., without LANDLORD'S prior written approval.
 - j. Fire Safety. TENANT is responsible for testing and maintaining TENANT'S smoke and carbon monoxide detector(s) within TENANT'S unit in accordance with the manufacturer's recommendations, including replacement of batteries where required, to ensure that it is working properly at all times. If TENANT fails to maintain the smoke and/or carbon monoxide detector device(s) in proper operating condition, TENANT may be subject to fine(s) levied by the local Fire Department and/or appropriate government agency, as provided under RCW 48.48.140. TENANT is also responsible for notifying LANDLORD immediately if TENANT believes that there is a possibility that the smoke or carbon monoxide detector is not working properly. TENANT will not tamper with, remove the battery from, or disconnect the smoke or carbon monoxide detector in any way. TENANT agrees to ensure that all belongings, including clothes, furniture, bedding, etc. will be kept at the recommended distance of eight inches (8") from all baseboard and wall heaters. Failure to take all necessary precautions to ensure fire safety is grounds for eviction.
 - k. Fixtures. TENANT must not attach anything to LANDLORD'S building, including but not limited to aerials, antennas, satellite dishes, screen or storm doors, or to construct a fence without LANDLORD'S prior written approval. TENANT must remove the permitted items when TENANT leaves without damage to LANDLORD'S property unless LANDLORD wants them to remain.
 - l. Alterations. TENANT must not alter, paint or in any way change LANDLORD'S property, including changing door locks or installing additional interior or exterior locks without LANDLORD'S prior written approval.

- m. Pets. TENANT must not have any pets or other animals without LANDLORD'S prior written approval. Assistive and service animals for individuals with disabilities are not considered pets for purpose of this agreement.
- n. Unlawful Activities. TENANT must not engage in or permit any activity in the unit, in the common areas, or on the property grounds, which: (i) is unlawful; (ii) is imminently hazardous to the physical safety of other persons in the unit, in the common areas or on the property grounds; (iii) entails physical assault upon another person, which results in an arrest; or (iv) entails the unlawful use of a firearm or other deadly weapon, as defined by RCW 9A.04.110, which results in an arrest, including threatening another tenant or the LANDLORD with a firearm or other deadly weapon under RCW 59.18.352.
- o. Drug Violation. It is understood that the use, or possession, manufacture, sale, or distribution of an illegally controlled substance (as defined by local, State, or Federal law) while in or on any part of this apartment complex is an illegal act. It is further understood that such action is a material lease violation. Such violation (hereafter called "drug violation") may be evidence upon the admission to or conviction of the use, possession, manufacture, sale, or distribution of a controlled substance (as defined by local, State, or Federal law) in any local State, or Federal court.

The LANDLORD may require any lessee (TENANT) or other adult member of the TENANT household occupying the unit (or other adult or non-adult person outside the TENANT household who is using the unit) who commits a drug violation to vacate the leased unit permanently, within timeframes set by the LANDLORD, and not thereafter to enter upon the LANDLORD'S premises or the lessee's unit without the LANDLORD'S prior consent as a condition for continued occupancy by the remaining members of the TENANT'S household. The LANDLORD may deny consent for entry unless the person agrees to not commit a drug violation in the future and is either actively participating in a counseling or recovery program, complying with court orders related to a drug violation, or has successfully completed a counseling or recovery program.

The LANDLORD may require any lessee to show evidence that any non-adult member of the TENANT household occupying the unit, who committed a drug violation, agrees not to commit a drug violation in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with court orders related to a drug violation, or has successfully completed a counseling or recovery program within timeframes specified by the LANDLORD as a condition for continued occupancy in the unit

Should a further drug violation be committed by any non-adult person occupying the unit the LANDLORD may require the person to be severed from tenancy as a condition for continued occupancy by the lessee. If a person vacating the unit, as a result of the above policies, is one of the lessees, the person shall be severed from the tenancy and the lease shall continue among any other remaining lessees and the LANDLORD. The LANDLORD may also, at the option of the LANDLORD, permit another adult member of the household to be a lessee. Should any of the above provisions governing an act of domestic violence be found to violate any of the laws of the land the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any rights of TENANTS afforded by law.

8. TENANT DUTIES. In addition to LANDLORD'S other duties in this lease, LANDLORD agrees to do the following:

- a. Maintenance. Maintain the apartment building and the community areas in a decent, safe, and sanitary condition. LANDLORD agrees to abide by all State and local codes, USDA Rural Housing Service regulations, federal Fair Housing laws and other applicable federal regulations.
- b. Infestation. Exterminate all insect, rodents, bed bugs and other pests, unless TENANT causes the infestation. If TENANT causes the infestation, TENANT shall reimburse the cost to the LANDLORD of the extermination within thirty (30) days.
- c. Locks. Provide adequate locks and furnish keys to TENANT. Replacement keys will be at a cost of \$_____per key. If LANDLORD has to change the locks, the cost for both parts and labor will be TENANT'S responsibility, unless said change is at the LANDLORD'S option as part of normal maintenance activities.
- d. Garbage. Provide and maintain garbage receptacles in common areas, and arrange for the regular removal of trash.

- e. Documents. Provide TENANT with copies of the signed lease, LANDLORD'S Rules and Regulations, the Apartment Inspection Report, a Summary of TENANT'S Rights, and a copy of Form RD 3560-8, Tenant Certification. Upon Tenant's request, LANDLORD will provide TENANT with a copy of the grievance procedure.

9. **NON-DISCRIMINATION AND HARRASSMENT.** LANDLORD is committed to the laws, principals and spirit of non-discrimination and equal opportunity for all persons without regard to race, color, religion, sex, familial status, national origin, age, or disability. TENANT understands that harassment of any person because of his/her race, color, religion, sex, familial status, national origin, age, or disability or any other protected basis as defined by law, while on the LANDLORD'S premises, is a form of discrimination and constitutes a substantial violation of the lease.

10. **APARTMENT INSPECTION REPORTS.** Before TENANT moves in, TENANT and LANDLORD will inspect TENANT'S apartment for defects and other damage. LANDLORD and TENANT will then complete and sign the Move-In portion of the Apartment Inspection Report and both LANDLORD and TENANT will get copies. By signing the Apartment Inspection Report, TENANT agrees that the TENANT is satisfied with the condition of the apartment and that LANDLORD will not be required to repaint, re-plaster, or perform any other work, except those items specified on the report.

When TENANT leaves the apartment, both TENANT and LANDLORD will inspect the apartment and complete and sign the Move-Out portion of the Apartment Inspection Report. It is TENANT'S duty to leave the apartment in as good condition as received. The Move-Out Report will assess whether TENANT has damaged or failed to clean TENANT'S apartment and any withholding of money from TENANT'S security deposit will be based on this report. In the event TENANT terminates the lease agreement without an inspection, LANDLORD will make the inspection and will notify TENANT of any charges which are to be deducted from the deposit in accordance with Paragraph 12(d) of this lease.

11. **FURNISHED EQUIPMENT.** TENANT acknowledges LANDLORD has furnished the following equipment:
Stove/oven and refrigerator.

12. **SECURITY/DAMAGE DEPOSIT.**

- a. Amount. TENANT must pay a Security Deposit of \$_____ prior to moving into the Apartment unit. If TENANT is eligible for Rental Assistance and TENANT cannot afford to pay all of the Security Deposit prior to moving in, LANDLORD will work out a reasonable (up to three (3) months) payment program in accordance with USDA Rural Housing regulations and 7 CFR Part 3560. All other TENANTS will pay the entire Security Deposit prior to moving in.
- b. Security Deposit Account. TENANT'S Security Deposit will be placed by LANDLORD in a trust account at Bank of America whose address is P.O. Box 1106, Everett, WA 98206.
- c. Deductions. When TENANT leaves the apartment, LANDLORD may retain a portion or all of TENANT'S deposit for the following expenses:
 - (1) Any Tenant Contribution TENANT owes will be deducted.
 - (2) Each key not returned will result in \$_____ lost key charge being deducted.
 - (3) TENANT must clean and restore the apartment to its original condition except for normal wear and tear. If the apartment is not cleaned the cost of cleaning will be deducted. Cleaning includes carpets and drapes/window coverings.
 - (4) Cost of TENANT damages outside of normal wear and tear will be deducted.
 - (5) Cost of any lost or missing items of furnishing or equipment will be deducted.
 - (6) TENANT must pay any other expenses that are TENANT related and not listed above.
 - (7) TENANT will forfeit their Security Deposit if the TENANT vacates the project before fulfilling the initial twelve (12) month term, except for termination with good cause as per paragraph 16.
 - (8) Improper/no notice provided by TENANT in writing twenty (20) prior to next rent payment date for vacate.
- d. Refunds. TENANT must provide LANDLORD with TENANT'S forwarding address so that LANDLORD can return TENANT'S Security Deposit. Within fourteen (14) days of TENANT'S date of vacating, LANDLORD will return any or all of TENANT'S Security Deposit, including a statement itemizing any deductions, or send a full statement specifying LANDLORD'S grounds for retaining TENANT'S deposit along with a listing of chargeable items and their costs.

- e. If TENANT does not give LANDLORD a forwarding address, LANDLORD will send TENANT'S deposit and/or LANDLORD'S statement to TENANT'S last known address.
- f. Additional Costs. In addition, LANDLORD has the right to file suit against TENANT in State court to recover any Tenant Contribution not paid, along with the costs of cleaning, repairs or replacements in excess of TENANT'S Security Deposit. If LANDLORD files suit, and if the court determines LANDLORD prevails, TENANT may also be required by the courts to pay court costs and the attorney's fees of LANDLORD.

13. REPAIRS.

- a. Tenant Damage. TENANT must immediately notify LANDLORD if damage is caused to the apartment or project/project grounds.

If TENANT, a member of TENANT'S household or a guest of TENANT causes damage to apartment or other parts of project TENANT will be responsible for costs of necessary repairs. LANDLORD may enter the apartment, make the necessary repairs, and bill TENANT. TENANT must pay this bill on the next Tenant Contribution due date, unless both TENANT and LANDLORD enter into a written agreement specifying some other terms of payment. If TENANT fails to comply with the terms of this paragraph, LANDLORD may seek to terminate the tenancy as set forth in Paragraph 17.

If the items TENANT has damaged do not substantially affect health or safety of LANDLORD'S other tenants, TENANT must nevertheless pay for necessary repairs. If TENANT fails to do so LANDLORD can deduct the costs of repairs from TENANT'S Security Deposit, send TENANT a bill payable within ten (10) days, and/or seek recovery from TENANT in State court.

- 14. ENTERING TENANT'S APARTMENT.** LANDLORD may need to enter TENANT'S apartment, at reasonable times, for inspections, repairs or to show TENANT'S apartment to prospective tenants, prospective purchasers, or other authorized people. When entry is necessary, LANDLORD will give the TENANT a 48 hour prior written notice of intent to enter. If TENANT or a friend wishes to be present, please let the LANDLORD know prior to the scheduled entry date. TENANT may not unreasonably withhold permission for LANDLORD to enter. LANDLORD may enter the unit without prior notice and without TENANT consent when an emergency exists. When LANDLORD enters on an emergency basis during TENANT'S absence, LANDLORD will leave written notice stating the reason for the entry and the name of the person who entered the apartment.

- 15. CHANGE IN AGREEMENT.** LANDLORD may, with prior approval of USDA, Rural Housing Service, change the terms and conditions of this lease agreement and/or the LANDLORD'S Rules and Regulations. LANDLORD will send TENANT a notice of the change(s) either by certified mail return receipt requested or by hand delivering it to a TENANT of TENANT'S household or a person of suitable age discretion residing with TENANT requesting a signed and dated acknowledgement of receipt at least 30 days before the change becomes effective. TENANT will then have the right to terminate this agreement in accordance with Paragraph 16 or may sign a revised agreement or amendment which includes the change(s). (Modification of the lease agreement and/or Rules and Regulations is subject to the Tenant Grievance Procedure). Any revisions to this lease will be effective at the end of the initial or any renewal term of the lease in effect at the time of change(s) is delivered.

- 16. TERMINATION OF THE LEASE BY TENANT.** TENANT may terminate this lease by giving LANDLORD written notice at least twenty (20) days before TENANT'S next Tenant Contribution payment is due, providing TENANT has fulfilled the original twelve (12) month term of the lease as outlined in Paragraph 1; or TENANT may terminate this lease with thirty (30) day written notice prior to expiration of its term for "good cause." Good cause shall include: moving out of the area for employment; loss of TENANT'S job; severe illness; death of TENANT'S spouse; or after notification by borrower of intent to prepay.

According to the terms of this agreement, the Tenant Contribution has been prorated to the first day of each calendar month. The TENANT understands that the occupancy is on a month-to-month tenancy running from the first to the last day of each month (Example: Notice given on the 15th day of one month would bind the tenancy until the last day of the following month, not the 5th day of the following month). The tenancy still exists during the time that TENANT'S household's personal possessions remain in the apartment even if the TENANT has personally ceased to occupy the apartment with the intent to vacate and leave the project and until such time as TENANT'S personal possessions have been moved voluntarily or by legal means, subject to the provisions of State or local law.

- 17. TERMINATION OF THE LEASE BY LANDLORD.** The LANDLORD may terminate or refuse to renew this Lease only for material non-compliance with the terms of the Lease, including addendums, Rules and Regulations of the property or other "good cause", as defined below.

- a. "Material Non-Compliance" for the purpose of Lease Termination, includes TENANT'S substantial and/or repeated violations of the Lease or Rules and Regulations, including, but not limited to non-payment or repeated late payment of rent or other financial obligations due under the Lease, Rules and Regulations or Criminal, Drug or Domestic Violence violation.

- b. "Good Cause" for the purpose of Lease Termination, includes, but is not limited to:
- 1) Non-Eligibility of the TENANT'S household;
 - 2) Actions by the TENANT, a member of TENANT'S household or by TENANT'S guests which interfere with the rights of other tenants or neighbors to the quiet enjoyment of the premises and related facilities
 - 3) Actions by the TENANT, a member of the TENANT'S household or by TENANT'S guests that threaten the health and safety of other persons, or are abusive, harassing or threatening to the LANDLORD, employees or assigns of the property or management or to other tenants;
 - 4) Actions by the TENANT, a member of TENANT'S household or by TENANT'S guests that result in physical damage to the rental unit, common areas or the property of other tenants prohibited by State and local laws;
 - 5) Any actions by TENANT, a member of TENANT'S household or by TENANT'S guests prohibited by State and local laws;
 - 6) TENANT'S failure to reimburse the LANDLORD within thirty (30) days for repairs made or any other charges authorized under this Lease;
 - 7) Permitting unauthorized person to live in the rental unit or violations of the guest policies
 - 8) Actions by the TENANT, a member of TENANT'S household or by TENANT'S guests that create physical hazards
 - 9) Actions by the TENANT, a member of TENANT'S household or by TENANT'S guests that cause, or potentially cause an adverse financial effect on the housing or the property of other persons
 - 10) TENANT'S failure to repay unauthorized assistance payments
 - 11) TENANT'S failure to accept and observe LANDLORD'S authorized modifications to the Lease
 - 12) Allowing unauthorized pets in the unit or permitting actions or behavior by pets or assistance animals that threaten the quiet enjoyment of other tenants, or causes damage to the unit or property
 - 13) TENANT'S failure to provide accurate and timely income certification or re-certification information
 - 14) TENANT'S failure to maintain required utilities to the rental unit
 - 15) TENANT'S failure to maintain the rental unit in clean condition
 - 16) TENANT'S failure to pay security or pet deposit as required
 - 17) Criminal, gang or drug-related activity by the TENANT, a member of TENANT'S household, a TENANT'S guest or by any other person under the control of the TENANT at the time of the activity
 - 18) Criminal activity or alcohol abuse, in accordance with the provisions of 24 C.F.R. 5.858 through 5.861
 - 19) Situations where the TENANT has been mistakenly placed in rental unit in which the TENANT is not eligible under applicable TENANT eligibility requirements;
 - 20) Providing the LANDLORD false information regarding income or other factors considered in determining the TENANT'S rent
- c. **Notices:** Prior to termination of the Lease, LANDLORD must provide TENANT with written notice of the violation, with specific reference to the provisions of the Lease or Rule(s) that have been violated. In addition:
- Lease Violation notices must:
- 1) Provide TENANT an opportunity to correct the violation
 - 2) Advise that the TENANT'S conduct is grounds for termination of tenancy
 - 3) Advise the TENANT of their right to respond to the notice within ten (10) calendar days after the date of the notice

4) Advise the TENANT of their right to a hearing in accordance with 7 C.F.R. 3560.160

Lease Termination notices must:

- 1) Specify the date the Lease will be terminated
- 2) Include a statement that the LANDLORD may initiate judicial action to enforce the Lease termination

A suit for unpaid rent and possession of the rental unit is not an action to terminate the Lease, and may be pursued by LANDLORD under State law, without regard to the requirements of this Section.

In accordance with 7 C.F.R. 3560.160 (e), both the Notice of Violation and the Notice of Termination must be delivered to the TENANT by certified mail, return receipt requested, or hand delivered with a signed and dated acknowledgement of receipt from the TENANT. Any termination of the Lease by the LANDLORD must be carried out in accordance with 7 C.F.R. 3560.159, State and local law, and the terms of this Lease. TENANT shall remain liable for all rent payments and other obligations under this Lease through the full Lease term, subject to LANDLORD'S obligation to mitigate its losses.

- d. **Judicial Action.** If TENANT fails to correct the violation of the Lease and/or Rules and Regulations specified in LANDLORD'S notice and refuses to vacate the apartment by the date specified in the LANDLORD'S notice, LANDLORD may seek to enforce the Lease termination notice by filing an Unlawful Detainer Action in State court. If LANDLORD brings an Unlawful Detainer Action in State court and is successful, the court may order TENANT to pay all court costs and LANDLORD'S expenses, including reasonable attorney fees. TENANT will be given a chance to present a defense during this action in accordance with State laws.

18. **ABANDONMENT.** Abandonment is demonstrated by TENANT'S failure to pay Tenant Contribution when due and, by words and/or conduct, indication that TENANT does not intend to continue occupancy. If TENANT abandons TENANT'S apartment and fails to pay the Tenant Contribution, LANDLORD may enter TENANT'S apartment after posting two (2) days' notice and move any property TENANT leaves behind to a reasonably secure place, which removal and storage shall be at TENANT'S expense. Tenancy continues until TENANT'S personal possessions are removed from the rental unit either voluntarily or by legal means, subject to provisions of State and local law in such matters. LANDLORD will promptly send TENANT written notice, to TENANT'S last known address, specifying the location of the TENANT'S belongings, the name and address of LANDLORD, and informing TENANT that the property will be sold or otherwise disposed of, and the date of sale/disposal.

If the value of the abandoned property is more than \$250, TENANT must claim TENANT'S property within forty-five (45) days of the date the notice of sale was mailed to TENANT, or LANDLORD may sell or dispose of it seven (7) days after notice of sale is mailed, except for personal papers, family pictures and keepsakes which will be held for TENANT for a period of one (1) year from the date of sale or disposal. Any money received will be applied first to moving and storage cost and then to any Tenant Contribution or other charges due from TENANT. Any remaining funds will be held for twelve (12) calendar months after the sale. If TENANT fails to claim these funds within that time it will become LANDLORD'S property including any interest paid on the income.

19. **RULES AND REGULATIONS.** The LANDLORD Rules and Regulations are an attachment to this Lease. TENANT will receive a copy of LANDLORD'S Rules and Regulations before TENANT signs this lease. By signing this Lease TENANT agrees to abide by those rules. LANDLORD may change the Rules and Regulations, but only after giving TENANT thirty (30) day written notice and the opportunity for the TENANT to offer comments and suggestions. By federal regulation, all LANDLORD'S Rules and Regulations must be approved by USDA, Rural Housing Service.
20. **PREPAYMENT BY OWNER.** No Tenant Contribution may be increased by reason of prepayment of the loan on this property for the term of the lease. Owner agrees to abide by Rural Housing Service regulations and 7 C.F.R. Part 3560. If prepayment occurs, leases and renewals will be amended to include a clause specifying tenant protections.
21. **SALE OF PROPERTY.** Should this property be sold to a buyer approved by USDA, Rural Housing Service, this lease will be transferred to the new Owners.
22. **UNTENANTABLE PROPERTY.** Should this property become untenable because of fire or other disaster not caused by or made worse by TENANT, the Owner has the right to repair or rehabilitate the building within a reasonable period of time and/or terminate the lease. If the lease is terminated, TENANT will be responsible for Tenant Contribution only up to the date of destruction.
23. **ACCOMMODATIONS OF PERSONS WITH DISABILITIES.** For all aspects of the lease, under the provisions of Section 504 of the Rehabilitation Act of 1973, a person with a disability shall be provided with a reasonable accommodation to the extent necessary to provide such person with an opportunity to use and occupy the apartment and apartment premises equal to a person without a disability.

TENANT, TENANT'S household member(s), or a representative of TENANT or TENANT'S household member may, at any time, request a reasonable accommodation of a disability of TENANT or TENANT'S household member(s) – including a reasonable accommodation so that TENANT can meet lease requirements of other requirements of tenancy.

24. **ADDENDUMS.** The following addendums are made a part of this lease:

- Rules and Regulations
- Move-In/Move-Out Apartment Inspection Report
- Tenant Certification Form RD 3560-8
- Tenant Grievance Procedure
- Pet Rules
- Other:

25. **CONTENTS OF THIS AGREEMENT.** This agreement, its attachments and addendums make up the entire agreement between TENANT and LANDLORD regarding the unit. If any court declares particular provisions of this agreement to be invalid or illegal, all other terms of this agreement will remain in effect and both TENANT and LANDLORD will continue to be bound by them. TENANT and LANDLORD agree to comply with Washington Residential Landlord/Tenant Act. Nothing in this agreement shall be construed as waiving any of TENANT'S or LANDLORD'S rights under State law.

26. **SIGNATURE CLAUSE.** By signing below, both TENANT and LANDLORD certify that they are legally capable to sign a contract, and have read this lease, and agree to be bound by its provisions.

I accept this apartment at my own free will:

Date

Tenant Signature

Date

Co-Tenant Signature

Date

Landlord

Exhibit F - House Rules

**HOUSING AUTHORITY OF SNOHOMISH COUNTY
RURAL DEVELOPMENT DIVISION**

12625 - 4th Avenue West, Suite 200 - Everett, Washington 98204
(425) 290-8499 or (425) 743-4505
TDD (425) 290-5785 - FAX (425) 290-5618

Rules and Regulations

For USDA Rural Development financed properties

Property Name: _____

Address: _____

Phone #: _____ TDD #: Call 711

Emergency Phone#: _____ Emergency TDD #: Call 711

Landlord and tenant agree that the following provisions are added to the existing lease agreement through this addendum:

REASONABLE ACCOMMODATION POLICY STATEMENT

If a reasonable accommodation is needed to accommodate a disability for these or other property policies, procedures or practices, a request should be made to management in writing or verbally. All requests will be documented by management in writing and considered in a prompt manner. Verification of the presence of a disability and/or the disability-related need for the requested accommodation may be required.

1. **ABRASIVES.** Tenant will not use scouring pads or other abrasives on the sink(s), tub/shower enclosure, or countertops.
2. **ABANDONMENT.** Per Washington State Landlord Tenant Law, abandonment is defined as failure to pay the rent when due and indications by words or actions an intention not to resume the tenancy. Tenants may be liable for rent for the 30-days after the landlord learns of the abandonment or 30-days after the next rent is due, whichever occurs first. After learning of abandonment, management may remove any property, place it in a reasonably secure location and then notify tenants of the place of storage and of their right to have property returned or sold. The conditions and length of time management must store property prior to disposal or sale is based on the value of the items in total and subject to State Landlord - Tenant Law.
3. **ABUSIVE LANGUAGE AND /OR BEHAVIOR.** A public nuisance is created when tenants or visitors offend public decency or annoy, injure or endanger the safety, health, comfort, or repose of any considerable number of persons. The use of profane language or exhibiting abusive or threatening behavior in public areas of the property creates a public nuisance that interferes with the quiet enjoyment of other tenant's, visitors and management. Public areas of the property include areas where people congregate such as common areas and grounds. This type behavior will not be tolerated by management.
4. **ACTION OF HOUSEHOLD MEMBERS AND GUESTS.** Residents are responsible for the actions of their household members and guests. The Tenant shall not undertake, or permit his/her household members or guests to undertake any hazardous acts or do anything that will increase the project's insurance premiums. Household members or guests shall not create disturbances or nuisances that threaten the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or actions that threaten the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.
5. **ALTERATIONS.** No change in any fixture, wiring or any part of the unit, including entry door locks and adhesive mirror tiles will be permitted. No credit will be given for repairs, painting, etc. made by the tenant. The tenant agrees not to do any of the following:
 - a. Attach any shelves, screen doors, heavy objects on the wall or ceiling or other permanent improvements;
 - b. Change or remove any part of the appliances, fixtures or equipment in the unit;
 - c. Paint or install wallpaper or contact paper in the unit
 - d. Attach or place any fixtures, signs or fences on the building, the common areas, or grounds.
 - e. Attach awnings or window guards in the unit;
 - f. Place any aerials, antennas, satellite dishes or other electrical connections on the unit, buildings or grounds without prior written approval;
 - g. Add any furniture or decorative items to the common areas of the building.
6. No exterior television or radio antennas will be allowed. Satellite dishes are allowed with management approval. Please see management for satellite dish requirements (Please refer to Satellite Dish Agreement/Addendum).



Equal Housing Opportunity



Barrier Free

HOUSING AUTHORITY OF SNOHOMISH COUNTY
RURAL DEVELOPMENT DIVISION

12625 - 4th Avenue West, Suite 200 - Everett, Washington 98204
(425) 290-8499 or (425) 743-4505
TDD (425) 290-5785 - FAX (425) 290-5618

7. **BARBECUES.** Barbecues are not to be used on decks or elsewhere without prior written permission of manager. Some local laws may ban the use of barbecues or ban them at certain times. If allowed by management, you must make sure that the barbecue is moved a safe distance away from building walls or flammable materials so as not to cause a fire. Charcoal barbecues are not allowed under any circumstances. Barbecues are not to be left unattended and usage must comply with local fire and air quality codes.
8. **BICYCLES AND OTHER VEHICLES.** Wheeled apparatus including bicycles, skateboards and motorcycles (excluding medical apparatus) cannot be ridden or parked on the sidewalks, grass or planting areas. These items cannot be stored in halls, walkways, stairways, porches or other public areas unless allowed by management. Parking lots are unsafe and may be prohibited as play areas by management.
9. **CAR WASHING.** Car washing is not allowed.
10. **CLEANING.** It is the responsibility of the tenant to keep the unit clean. Please ensure your carpets, flooring, window coverings, walls, countertops, cabinets, appliances etc are cleaned on a regular basis. If management becomes aware of damages to unit fixtures beyond normal wear and tear due to tenant abuse or neglect, management may require you to arrange to have flooring, window coverings, etc. cleaned to a standard acceptable to management, or pay actual charges for repair, cleaning or replacement.
11. **COMMERCIAL USE OF APARTMENTS.** The unit is to be used as a private dwelling only and not for general commercial/business purposes. For liability purposes, tenant must obtain prior written approval from management for the use of the apartment by a tenant for business purposes in addition to dwelling purposes. In general, only non-retail, small home-based businesses, where there are no non-residents coming into and out of the apartment on a regular basis may be considered by management. Please check with management regarding the business use of your apartment as there may be some additional regulatory restrictions regarding the commercial or business use of your apartment.
12. **COMPLAINTS.** All complaints or requests should be made in writing to the Housing Authority of Snohomish County for documentation purposes. Individuals with a disability may request an alternate means of communicating a complaint or request, other than in writing, as a reasonable accommodation. Persons with language barriers may request or arrange interpretation alternatives or services.
13. **CRIMINAL ACTIVITIES.** The illegal use, sale or distribution of narcotics or any other crime of physical violence to persons or property by tenant or any member of a tenant household, on or off the premises, is a violation and will result in eviction. Tenancy will also be terminated when tenants allow criminal activity on the premises by guests or visitors.
14. **DANGEROUS MATERIALS.** No paints, oils, gasoline or any flammable or environmentally hazardous materials are permitted in the apartments or storage areas. Site manager will be informed of, and have approval over, oxygen tanks in units. Management and local fire code may not allow for combustible oxygen tanks to be used in units where the tenants are smokers or allow guests to smoke. Tenant understands that it is the tenant's responsibility to ensure that all combustible and potentially combustible items are kept at least eight inches (8") away from all baseboard and wall heaters within their unit, as recommended by fire officials, in order to prevent a potential fire hazard.

Burning candles and/or incense must not be left unattended. Damage to the unit caused by tenant's or guests unsafe or careless use of burning or combustible items and materials will be the responsibility of the tenant.
15. **ENTRY DOORS AND KEYS.** In order to maintain the fire rating of the building and to help insure the security of all residents, apartment entry doors should not be left open. In limited access buildings, the entry doors to the buildings must remain closed at all times; they must not be propped nor left open. Keys to the main entry doors to the building are not allowed to be duplicated and distributed without prior written authorization of the site manager. All unit doors, main entry and mailbox keys are registered and recorded on a key issue form in the office. Please inform management if a duplicate unit key is needed or made for your unit.

There will be a \$ [redacted] per key or \$ [redacted] re-key charge for each unreturned or lost key to cover the cost of having the locks re-keyed in order to maintain the security of the apartments.



Equal Housing Opportunity



Barrier Free

HOUSING AUTHORITY OF SNOHOMISH COUNTY
RURAL DEVELOPMENT DIVISION

12625 - 4th Avenue West, Suite 200 - Everett, Washington 98204
(425) 290-8499 or (425) 743-4505
TDD (425) 290-5785 - FAX (425) 290-5618

- 16. EXTENDED ABSENCE** - The assisted unit at the property must be the resident's primary residence. Residents must not be away from their unit for more than 60 consecutive days per year unless for documented and verifiable emergency or health reasons. If the resident is away from their unit more than 60 days for reasons other than emergency or health reasons, the owner/agent will start termination of tenancy proceedings as per the lease provisions regarding primary residence. If absence is due to verifiable emergency or health reasons, termination tenancy will begin after the tenant is away from their unit for more than 180 days (6 mos.) Tenants receiving rental assistance may continue to do so as long as they remain eligible for occupancy and for rental assistance under §3560.254(c), and as long as rental assistance units are available. Current residents that are away from their unit for more than 14 consecutive days must notify management every 14 days where they can be contacted and when they expect to return.
- 17. GARBAGE REMOVAL AND LITTERING.** Littering and improperly disposing of trash is a lease violation. The tenant agrees to remove garbage and other waste from the unit in a clean and safe manner including not putting out cigarettes on the sidewalks, on the grounds, and in driveways or dumping car ashtrays on the grounds. In buildings with interior hallways, garbage carried from the units through common areas should be secured in containers to prevent littering, leaks and stains in the halls, on stairs and in the elevator.

Trash should be disposed of by placing it inside the dumpster. Do not spill trash or leave trash bags, container or other items outside the dumpster because it could create a health and sanitation problems and/or additional charges from trash disposal companies. Recycling boxes should be fully broken down. Tenants may be charged the actual cost of disposal of items discarded improperly or requiring hazardous waste disposal. Individuals with a disability may request a reasonable accommodation to this requirement and arrange for help or services in order to meet this requirement, if necessary.

- 18. GROCERY CARTS.** The use and storage on the premises of commercial grocery carts illegally removed from stores is prohibited. Any tenant bringing an unauthorized cart onto the premises will be reported to the appropriate authorities immediately. Any costs involved in returning the carts will be charged to the tenant.

19. GUESTS AND UNAUTHORIZED OCCUPANTS.

Guest – Defined as person(s) temporarily staying in a unit with the consent of the tenant or another member of the household who has express or implied authority to consent on behalf of the tenant. A guest is a temporary visitor of the tenant's and should not be confused with an unauthorized occupant. A guest is not a party to the lease agreement.

It is management's policy that tenants should notify management if their guests are expected to stay for 3 or more consecutive days and/or nights in order to not be considered an unauthorized occupant of the unit. Tenants should report the amount of time the guest is expected to stay in the apartment and that information documented for the tenant's file. If a guest is needed temporarily by the tenant during incapacitation of the tenant due to sickness or recovery, the tenant should inform management prior to allowing the guest to stay in the unit, in order to not be considered an unauthorized occupant of the unit. Management will allow reasonable guest privileges for documented and verifiable medical reasons.

No guest is allowed to stay or have re-occurring visits of more than 5 days and/or nights in a 45 day period, consecutive or not, without management's approval. If the tenant allows re-occurring visits of more than 5 days and/or nights in a 45 day period without management approval, the tenant can be considered allowing an unauthorized occupant.

Unauthorized Occupant – Defined as person(s) who, with the consent of a tenant, is staying in the unit, but is not listed on the lease documents or approved by the owner to dwell in the unit. Tenants shall use the premises only as a private dwelling for himself or herself, and the individuals listed on the Tenant Certification (3560-8).

If a tenant allows or permits other individuals to reside in the unit without obtaining the prior written approval of management, they could be subject to material non-compliance with the lease. Management has the right to require proof of domicile (as determined by management) of the tenant's guest if they are suspected of being an unauthorized occupant.

If a tenant wishes to add someone to the tenant's existing lease as a new household member, co-tenant or a live-in aide, the tenant must obtain prior management's approval. All applicants and live-in aides must complete an application and be screened for eligibility (if applicable) and/or acceptance for residency.



Equal Housing Opportunity



Barrier Free

HOUSING AUTHORITY OF SNOHOMISH COUNTY
RURAL DEVELOPMENT DIVISION

12625 - 4th Avenue West, Suite 200 - Everett, Washington 98204
(425) 290-8499 or (425) 743-4505
TDD (425) 290-5785 - FAX (425) 290-5618

Live-in aides are required to be screened for public records and criminal history. Management has the right to accept or deny tenancy or accept or deny live-in aides based on the property's policies and requirements. Any tenant allowing a previously rejected guest, potential household member or live-in aide to continue to reside in the apartment could be considered keeping an unauthorized occupant.

20. **HARASSMENT PROHIBITED.** Tenant's must not coerce, intimidate, threaten, or interfere with any other tenant's, visitor's or management or associates exercise or enjoyment of any Fair Housing right because of that person's race, color, religion, sex, disability, familial status, national origin (including sexual harassment). Tenants should report any incidence of harassment to management to initiate an investigation.
21. **INSPECTIONS.** The tenant agrees to permit management, his/her agents or other persons, when authorized by management, to enter the unit for the purpose of making reasonable repairs and periodic inspections. Management will perform unit inspections on at least an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. Management will also take this opportunity to determine any damage to the unit caused by the tenant's abuse or negligence and, if so, make the necessary repairs and bill the tenant for the actual cost of the repairs.
22. **LANDSCAPE.** The tenant shall not alter, disturb, add plants, ornaments or signs or interfere with the grounds treatment without prior written approval of the site manager. Tenants will be required to properly pick up their own entrance areas, patios, balconies and storage areas or areas near or in front of their exterior doors. Tenants are encouraged to garden in designated areas, if available, and should get instruction from management regarding planting and upkeep.
23. **LIGHT FIXTURES AND APPLIANCES.** Tenants must use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended. Due to the potential fire hazard, it is not recommended to use a light bulb of higher wattage than is allowed in appliances or light fixtures where the correct wattage is clearly indicated.
24. **LITTERING.** Littering the grounds and parking area is strictly prohibited including putting out cigarettes on the sidewalks, on the grounds, and in driveways or dumping car ashtrays on the grounds. Tenants will dispose of all trash carefully so that it cannot fall out of the dumpsters and litter the grounds.
25. **LOCKOUTS.** Lockout services after regular business hours and on weekends may be available, but tenants may incur a reasonable charge based on actual cost. There may be an additional charge when the tenant requires lockout services in excess of (4) times, regardless of the time of day. Please contact management for details. Lockout services will not be provided for non-residents. Lockouts will be documented for the tenant file for billing and records purposes.
26. **MAINTENANCE REQUESTS.** Any maintenance needs should be requested in writing and provided to the site manager. Forms are available at the site office. Maintenance personnel are not equipped to document the request properly, so please direct all requests to the office. Individuals with a disability may request an alternate means of communicating a complaint or request, other than in writing, as a reasonable accommodation. Persons with language barriers may request or arrange interpretation alternatives or services to communicate the maintenance request.
27. **MANAGEMENT.** Tenants and their guests shall not interfere or obstruct management from performing their managerial duties. Tenants must cooperate with management during unit inspections and other responsibilities of tenancy as outlined in the lease. Tenants that interfere or demonstrate abusive, threatening, intimidating or harassing behavior toward management and/or maintenance personnel are subject to eviction.
28. **MOVING.** Residents will move in and out of unit only between the hours of **9am** and **9pm**.
29. **NOISE AND DISRUPTIVE ACTIONS.** Residents, household members and guests shall have due regard for the peace, comfort and enjoyment of other residents. Loud voices, music, musical instruments, radios, television sets, record players, etc. shall be played only during reasonable hours from 8:00 am to 10:00 pm. If other tenants are disturbed by the volume it is **TOO LOUD**, regardless of the time of day. Excessive or repeated violations of the noise and disruptive action policies may result in termination of tenancy.
30. **OTHER SUBSIDY PROGRAMS.** If tenant is receiving a rental subsidy from a source other than USDA Rural Housing Service, tenant is responsible for complying with the regulations governing



Equal Housing Opportunity



Barrier Free

HOUSING AUTHORITY OF SNOHOMISH COUNTY
RURAL DEVELOPMENT DIVISION

12625 - 4th Avenue West, Suite 200 - Everett, Washington 98204
(425) 290-8499 or (425) 743-4505
TDD (425) 290-5785 - FAX (425) 290-5618

that rental subsidy. Management will cooperate to the best of its ability with tenant and any agency administering the other subsidy.

31. PARKING. (If the property has designated parking, an additional policy will be provided that replaces the policy listed below)

There will be **NO** designated parking. All parking spaces will be available on a first-come, first-serve basis except for spaces provided for persons with disabilities, for loading/unloading or for the site manager, unless otherwise designated by management. If parking is limited, parking spaces may be limited to one space per household and/or guests and visitors may be required to park off site. Tenants must register their vehicle license numbers with the manager, if applicable.

It is the responsibility of the tenant to notify management if their guests are parking in visitor parking overnight. Inoperative and/or unlicensed vehicles and the storage of unused vehicles are not allowed on the site. All vehicles not registered or unlicensed are subject to being towed. Only vehicles with a disabled parking permit or license are permitted in the spaces designated as disabled parking. All other vehicles are subject to immediate towing.

32. PETS. No pets are allowed on or in the premises without prior management approval and a prior signed pet agreement. The introduction of a management-approved pet must conform to the pet policy governing the property. Pets of persons visiting the tenant will not be allowed in common areas or in the apartments. Pet sitting is not allowed. Assistive, service and companion animals for the elderly or individuals with disabilities are not pets.

33. RECREATIONAL VEHICLES. No boats, trailers, ATVS, motor homes or other such recreational vehicles may be parked or stored on the premises.

34. SINGLE RESIDENCY (DUAL SUBSIDY). Assisted residents must have only one permanent residence and receive assistance only in that unit. This rule is meant to ensure that the government pays assistance on only one unit for a household and provides assistance to as many eligible households as possible with available funding. This prohibition does not prevent a person who is currently receiving assistance from applying for an assisted unit in another property. An applicant or tenant is not allowed to pay an assisted rent in more than one unit at a time.

35. SMOKING. (Please NOTE: If this property has a Non-Smoking policy, the policy will be provided by management in writing, and will replace the general provisions below)

No smoking is allowed in any common areas of the building or within 25 feet of an entrance to a common building. If smoking is allowed inside the units at this property, please be considerate of your neighbors that do not smoke. Please do not allow your smoke to enter into other units through their windows, doors or other means. There **may** be an area outside the building, away from other tenants' apartments where smoking is permitted and is the least intrusive to other tenants. Please ask management.

Tenants who smoke, and through abuse or neglect, damage their unit interior, carpets, walls, window coverings, fixtures, etc., will be responsible to restore the unit to its original condition (prior to smoke damage) less normal wear and tear or pay actual costs for management to restore the unit to original condition (prior to smoke damage) less normal wear and tear at move-out.

Management considers damages such as stains and odor on walls, ceilings, cabinets, wood trim, tub and surround, carpet and other flooring, window coverings etc, damage beyond normal wear and tear of that of a non-smoker.

36. SMOKE DETECTORS. Each unit will have an operational smoke detector. It is the responsibility of the tenant to keep the smoke detector operational (including replacement batteries.) Any smoke detector that is malfunctioning must be reported immediately. Because of the severe threat it poses to the safety of all residents, any disconnection of or tampering with or making any alterations or adjustments to smoke detectors can be cause for eviction. **SMOKE DETECTORS MUST BE OPERATIONAL AT ALL TIMES.**

37. STORAGE. No storage of personal belongings or furnishings will be permitted on decks, porches or other public areas. Only outdoor furniture in good condition will be allowed.

38. STRAYS. Feeding of stray animals is not allowed. Feeding strays will be considered keeping a pet without permission. Leaving food items on decks, patios, porches or balconies where strays or wild animals may be attracted is not permitted.

39. UTILITIES. If the cost of certain utilities, such as unit electricity, are the responsibility of the tenant and covered in a utility allowance provided by RD, those utilities must be paid in a timely



Equal Housing Opportunity



Barrier Free

**HOUSING AUTHORITY OF SNOHOMISH COUNTY
RURAL DEVELOPMENT DIVISION**

12625 - 4th Avenue West, Suite 200 - Everett, Washington 98204
(425) 290-8499 or (425) 743-4505
TDD (425) 290-5785 - FAX (425) 290-5618

manner in order to avoid disconnection. Management may require a signed release from the tenant to obtain their utility billing records in conjunction with a utility allowance analysis. The tenant agrees sign release forms for this purpose if required by management

- 40. VEHICLE MAINTENANCE.** No automotive maintenance will be permitted on site. Oil and other fluid leaks from vehicles need to be repaired off site quickly to avoid damage to the property parking lot. If oil or other fluid leaks occurs and causes damage to the parking lot, the tenant may be responsible to pay the actual costs to repair the damage.
- 41. WASHERS/DRYERS.** The common area washers and/or dryers are for the use of tenants household only. Guests may not use the common area washer or dryers for their own use. If damage occurs to the machines as a result of tenant or their visitor's carelessness, misuse or neglect, the tenant may be responsible to pay the actual cost of cleaning or repairs.
- 42. WATER RUNNING.** Water shall not be left running in the kitchen, bathroom (except for showering), laundry, tenant maintained planting areas or elsewhere. However, from time to time we may ask that you keep cold water at a slow drip to prevent pipes from freezing. Promptly report all plumbing defects to the manager.
- 43. WINDOWS AND BALCONIES.** Dust mops, brooms, mops, rugs, tablecloths and clothing will not be shaken, cleaned or left in public areas, any window, door, deck or landing. Exterior sills and ledges shall not be used for the storage of bottles, food, etc. To maintain a uniform exterior appearance, the window coverings supplied by the owner are not to be replaced nor any additional drapes, blinds or other type of covering added without prior permission from management.
- 44. TENANT USE OF IMMEDIATE EXTERIOR AREAS.** Keep walkways and patios clear, and in a neat and orderly condition at all times. Patio type furniture and pots with live plants only.

I/we by my/our signature(s) below, acknowledge that I/we have read and understand the above Rules and Regulations and agree to be bound by them.

Tenant Signature

Date

Tenant Signature

Date

Manager Signature

Date

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W., Stop 9410 Washington, DC 20250-9410 or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer." We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. Persons with language barriers may request or arrange interpretation alternatives or services.



Equal Housing Opportunity



Barrier Free

Exhibit G - Pet Policy

HOUSING AUTHORITY OF SNOHOMISH COUNTY
RURAL DEVELOPMENT DIVISION

12625 - 4th Avenue West, Suite 200 - Everett, Washington 98204
(425) 290-8499 or (425) 743-4505
TDD (425) 290-5785 - FAX (425) 290-5618

Pet Rules, Registration and Deposit Lease Addendum
For USDA Rural Development financed properties
(Dogs/Cats allowed)

Landlord and tenant agree that the following provisions are added to the existing lease agreement through this addendum:

1. **DEFINITION** - Tenants (pet owners) are permitted to keep common household pets in their dwelling unit in accordance with the pet rules. A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes is considered a common household pet. Common household pets do not include reptiles (except turtles) or insects. Management can refuse to register a pet if it is not a common household pet or deemed to be a dangerous animal.
2. **SERVICE ANIMAL EXEMPTION** - Service animals used to assist persons with disabilities are excluded from the requirements of the pet policy, pet rules and pet deposit. This prohibition does not preclude management from enforcing service animal rules at the property (if applicable) and/or state and local laws, if they apply.
3. **DENSITY AND SIZE** - No more than one (1) pet cat or dog will be allowed in each dwelling unit. The cat or dog must not weight more than **25** lbs at full maturity. Only one (1) aquarium is allowed and it cannot exceed ten (10) gallons. In addition to a cat or dog, no more than one (1) other common household pets (as defined above) are allowed in the dwelling unit.
4. **INOCULATIONS** - Pets must be inoculated in accordance with state and local law. The pet owner is required to provide written evidence that all inoculations required by law have been given to the pet prior to bringing the pet onto the premises. Once registered with management, the owner must update the registration at least annually, including an updated certification of inoculations for the tenant's file.
5. **LICENSING** - Pets must be licensed in accordance with state and local law. Most local laws require licensing of dogs and cats. If licensing is required by law, the pet owner will provide written evidence of licensing the animal prior to bringing the pet onto the premises. Once registered with management, the owner must update the registration at least annually, including updated annual license information for the tenant's file.
6. **SPAYING OR NEUTERING** - All cats and dogs **MUST** be spayed or neutered. The pet owner will provide written evidence of spaying or neutering prior to bringing the pet onto the premises. If the pet is too young for spay or neutering, by 6 months of age, proof of spay or neutering must be provided to management.
7. **PET EXERCISE AND WASTE DEPOSIT** - If an area at the property is designated for pet exercise and/or waste deposit, the pet owner is required to utilize that area only. If no area is designated, pet owners must exercise their pets using proper restraint and supervision and promptly pick up pet waste and dispose in proper receptacles.
8. **SANITARY STANDARDS** - Pet owners are required to remove and properly dispose of all pet waste. Pet waste and the contents of litter boxes or other pet waste materials *must* be contained in a paper or plastic bag first, and then placed in a garbage can or dumpster. Pet waste, litter, wood shavings or other pet waste materials must not be flushed down the toilets. Tenants are required to separate pet waste from their litter boxes and dispose of properly not more often than once each day and to change the litter in their pets' litter boxes and dispose of such litter in the property's dumpster or garbage not more often than twice each week, unless needed to meet sanitary standards.
9. **PET RESTRAINT** - All household pets must be under the control of a responsible individual while on the common areas of the property. All pets must be effectively and appropriately restrained and under the control of a responsible individual while on the common areas of the property. Certain areas of the property may be considered public



Equal Housing Opportunity



Barrier Free

HOUSING AUTHORITY OF SNOHOMISH COUNTY
RURAL DEVELOPMENT DIVISION

12625 - 4th Avenue West, Suite 200 - Everett, Washington 98204
(425) 290-8499 or (425) 743-4505
TDD (425) 290-5785 - FAX (425) 290-5618

areas and subject to local leash laws. NO pet shall be left outside unattended. Dog runs, leads or other pet containment equipment are not allowed without prior management approval. Pets must not be walked in parking areas, streets, or through other tenant's yards for their own safety. Pets are not allowed in the common areas of the property such as laundry or community areas, lobbies etc.

When not actively handling the animal, birds, hamsters, gerbils, small rabbits, domestic rats and mice etc must be caged at all times in cages approved by management. Fish and turtles must be continually contained in their aquarium.

- 10. STANDARDS OF PET CARE** - The pet owner is responsible for controlling the noise and odor caused by the pet. No pet will be allowed to be in the unit unattended for more than 24 hours.
- 11. VISITING ANIMALS** - Tenant's or guests must not bring unregistered animals onto the premises for visits or pet sitting without management approval. Tenants shall not care for pets of others in their apartment. Service animals are exempt from the pet rules at this property and are allowed to accompany disabled visitors during their visit only and must leave when the visitor leaves. It is recommended that visitors requiring service animals identify an animal as a service animal to management when bringing onto the property.
- 12. DEPOSIT** - A deposit of **\$50.00** per unit will be required by each pet owner keeping a cat or dog in their dwelling unit. Deposits are not required for the other above listed common household pets. The pet owner agrees to pay the pet deposit in full prior to bringing the pet onto the premises or arrange a payment schedule with management not to exceed four (4) payments. First payment will be due at the time the pet is authorized by management and registration completed and at least monthly thereafter until paid in full.
- 13. DEPOSIT REFUND** - This deposit is refundable upon move out of the household or if the tenant no longer owns or keeps the pet in the unit. Reasonable expenses directly attributable to the pet, such as flea bombing, carpet cleaning and/or replacement, damages to the unit or property caused by the pet will be deducted from the deposit. If the deposit is not sufficient to cover the damages or cleaning, the tenant may be liable for excess charges. Any unused portion of the deposit would be refunded within a reasonable period of time after management is notified the tenant no longer owns or keeps the pet in the unit. If the refund is a result of a unit move out, the refund will be in accordance with state law.
- 14. REGISTRATION - Pet owners must register their pet with the project owner/manager before the pet is brought on to the premises. Registered information must be updated annually.**
 - a. Dogs/Cats - An inoculation certificate signed by a licensed veterinarian, or a State or local authority empowered to inoculate animals, that the pet has received all inoculations required by applicable law.
 - b. Dogs/Cats - Proof of licensing if required by local law including appropriate tags
 - c. Dogs/Cats - Proof of spay/neuter by 6 months of age
 - d. Information sufficient to identify the pet, the pet cage and/or aquarium.
 - e. Responsible party who will care for the pet if the pet owner dies or is unable to provide care for the pet:
- 15. PET RULE VIOLATIONS** - If the Resident Manager and/or property owner determines on the basis of objective facts, supported by personal observation or written statements of complaint by neighbors, that a pet owner has violated a rule governing the owning or keeping of a pet, the following steps will occur:
 - a. The manager will service a written notice of pet rule violation to the pet owner. The notice will provide the pet owner with a factual statement which describes how the pet rule violation was determined and how the pet rules are alleged to be violated. The pet owner will be entitled to make a written request for a meeting to discuss the violation and will be entitled to be accompanied by a person of his/her choice at the meeting.
 - b. The pet owner will have ten days to correct the violation.



Equal Housing Opportunity



Barrier Free

**HOUSING AUTHORITY OF SNOHOMISH COUNTY
RURAL DEVELOPMENT DIVISION**

12625 - 4th Avenue West, Suite 200 - Everett, Washington 98204
(425) 290-8499 or (425) 743-4505
TDD (425) 290-5785 - FAX (425) 290-5618

- c. The pet owner's failure to correct the violation, or request a meeting or to appear at a requested meeting may result in initiation of procedures to remove the pet or end the pet owner's tenancy.
- d. The pet owner and manager shall discuss any alleged violation and attempt to correct it. The manager may give the pet owner additional time to correct the violation.
- e. If the pet owner and manager are unable to resolve the violation, or if the manager determines that the pet owner has failed to correct the problem in consultation with the property manager, within any additional time provided for that purpose, the manager may serve a written notice to the pet owner to remove the offending pet. The manager will notify the property manager of such action.
- f. The pet owner must remove that pet within ten (10) days of receiving written notice to do so. Failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

AGREEMENT - The Tenant agrees to comply with these rules and policies and that a violation of any of these rules or policies may be grounds for removal of a pet or termination of the pet owner's tenancy or both. The tenant understands that any false statement in regard to the information provided shall void this agreement.

Tenant Signature _____
Date

Tenant Signature _____
Date

Manager Signature _____
Date

+++++

**FOR OFFICE USE- PET REGISTRATION
(TO BE UPDATED ANNUALLY)**

TENANT NAME _____ UNIT NUMBER _____ DATE _____

Pet type _____ Breed _____ Weight _____

Color _____ Pet name _____

Amount of Pet Deposit paid \$ _____ Date _____

Description of pet cage or aquarium (if applicable) _____

Dogs/Cats - Inoculation record Spayed/Neutered record Licensed and Tagged (proof attached)

Name of person(s) responsible for pet care in the event tenant is unable to care for pet:

Name _____ Relationship _____

Address _____ Phone _____

Veterinarian _____ Phone _____

+++++

" In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W., Stop 9410 Washington, DC 20250-9410 or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer." We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. Persons with language barriers may request or arrange interpretation alternatives or services.



Equal Housing Opportunity



Barrier Free

Exhibit H - Preventative Maintenance Plan

