

	TENANT	
	PROJECT #	
BEDROOMS	LEASE #	
	UNIT ACCOUNT #	
	LEASE DATE	
	DEPOSIT	\$150.00
	PRO RATED 1ST MONTH RENT	\$
FLAT or	INCOME-BASED MONTHLY RENT	\$

**RESIDENTIAL LEASE AGREEMENT
(MONTH-TO-MONTH RENTAL AGREEMENT)
Kitsap County Consolidated Housing Authority**

THIS RESIDENTIAL LEASE AGREEMENT (MONTH-TO-MONTH RENTAL AGREEMENT) (called the "Lease") is between the Kitsap County Consolidated Housing Authority and Tenant named in Part II of this lease (called "Tenant").

PART I: TERMS AND CONDITIONS

I. Description of the Parties and Premises

- (a) The Authority, using verified data about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease.
- (b) Premises must be used only as a private residence, solely for Tenant and the household members named on Part II of the Lease. The Authority may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities incidental to the residential use subject to the Authority's policy on such activities.
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, require the advance written approval of the Authority. Such approval will be granted only if the new family members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease

- (d) Deletions (for any reason) from the household members named on the lease shall be reported by the Tenant to the Authority in writing, within 10 days of the occurrence.

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section VII, or unless not renewed for noncompliance with community service requirement, this Lease shall automatically be renewed for successive terms of one calendar month.

The monthly rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the Authority in accordance with Section VII herein.

Tenant has the option, upon admission to public housing and annually

thereafter, to pay flat rent (market value) or income-based rent.

The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Continued Occupancy Policy.

- (b) Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month. Income-based rent may include utilities as described in Section VI below, and includes all maintenance services due to normal wear and tear. Flat rent does not include a utility allowance, and includes all maintenance services due to normal wear and tear.

When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, or in the Flat Rent for the public housing dwelling unit, the Authority shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time.

- (c) The PHA's Minimum Rent (Minimum TTP) is \$- 0 -. Provision is made for exemption due to financial hardship as defined in the Authority's Admissions and Continued Occupancy Policy.

III. Other Charges

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include:

- (a) Maintenance Costs -- The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
- (b) Late Charges -- A charge of \$20.00 for rent or other charges paid after the fifth calendar day of the month. The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives the Authority's written notice of the charge.
- (c) NSF Fee -- A charge of \$20 will be assessed for any check returned to the Authority due to insufficient funds.

IV. Payment Location

Rent and other charges can be paid at the KCCHA main office located at 9307 Bayshore Drive NW, Silverdale, WA 98383, or at other locations specified in Part II of this Residential Lease. However, if needed as a reasonable accommodation, the Authority shall make other arrangements for payment of rent. The Authority will not accept cash.

- (a) Tenant Responsibilities. Tenant agrees to pay an amount equal to \$150.00. The dollar amount of the security deposit is noted on Part II of this Residential Lease. The Authority will deposit the security deposit in a Trust Account with Washington Mutual Bank, Silverdale, WA. As provided by state law, any interest earned on the Trust Account shall accrue to the Authority and not to the Tenant.
- (b) Authority's Responsibilities. The Authority will use the Security Deposit at the termination of this Lease:
 - (1) To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
 - (2) To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
- (c) The Authority shall not charge a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the dwelling unit has been inspected by the Authority. Within 14 days after the termination of the Lease and vacation of the premises or, if the Tenant abandons the premises, within 14 days after the Authority learns of the abandonment, the Authority shall give a full and specific statement of the basis for retaining any of the deposit together with the payment of any refund due the Tenant under the Terms and Conditions of the Lease. The Authority complies with this requirement if the statement or payment or both are deposited in the United States mail properly addressed with first class postage pre-paid within 14 days to Tenant's last known address, or delivered personally to Tenant.

VI. Utilities and Appliances

- (a) Authority-Supplied Utilities. If indicated by an (X) on Part II of the Lease Agreement, the Authority will supply the indicated utility for Tenants choosing to pay income-based rent: electricity, natural gas, heating fuel, water, sewer service and garbage. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. If indicated by an (X) on Part II of the Lease Agreement, the Authority will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, etc. may be installed and operated only with the written approval of the Authority. Utility allowance is not included in flat rents.
- (b) Tenant-Paid Utilities. If Tenant resides in a development where the Authority does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit for utilities Tenant pays directly to the utility supplier. Tenants paying flat rent pay utility costs directly to the utility supplier. In income-based rent, the Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the utility supplier or Tenant each month. The Authority may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill

to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving. If the Authority pays a Utility Reimbursement directly to the utility supplier, the Authority will so notify the Tenant.

- (c) Tenant Responsibilities. Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or House rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions

The following terms and conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of Dwelling. Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of the Authority, members of the household may engage in legal profit-making activities in the dwelling unit incidental to the residential use. This provision permits accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision.
- (b) Ability to Comply with Lease Terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the lease; THEN, the Authority may assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are not family members who can or will take responsibility for moving Tenant, the Authority may work with appropriate agencies to secure suitable housing and may terminate the Lease in accordance with Section XIV of this lease.

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

- (c) Re-determination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below:
- (1) The family composition is to be re-examined at least once a year. The Authority shall re-examine the income of the family at least once a year if Tenant chooses to pay income-based rent. If Tenant chooses to pay flat rent, the Authority shall re-examine the income of the family no less than every three (3) years.
 - (2) Tenant promises to supply the Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent.

Failure to supply such information when requested is a serious violation of the terms of the lease, and the authority may terminate the lease.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request.

- (3) Rent will not change during the period between regular re-examinations, UNLESS during such period:
 - (a) For families paying income-based rent:
 - (1) A change in household composition.
 - (2) Tenant can verify a change in his/her circumstances that would justify a reduction in rent. Tenant must report subsequent changes in circumstances, such as an increase in income, within 10 days of occurrence. If Tenant fails to report a change in circumstance within 10 days, the Authority may apply a retroactive rent charge as set forth in Section VII(c).
 - (3) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - (4) Rent formulas or procedures are changed by federal law or regulation.
 - (5) Income changes to be reported:
All changes in income
All changes in source of income
 - (b) For families paying flat rent:
 - (1) If the PHA determines that the family is unable to pay the flat rent because of financial hardship.
 - i. Upon such a determination, the Authority shall immediately provide for the family to pay rent in the amount determined under income-based rent.
 - ii. Hardship is defined in the Authority's Admissions and Continued Occupancy Policy.

All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception may be made if it is determined that the move-in of a single adult child is essential for the mental or physical health of Tenant.

- (4) Rent Adjustments. Tenant will be notified in writing of any rent

adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

(a) In the case of a rent decrease, , for families paying income-based rent *and* for families switching from flat rent to income-based rent because of financial hardship, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).

(b) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the increase will become effective the first day of the second month following the month in which the change was reported.

(c) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.

(d) In the case of any rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the retroactive increase in rent to the first month that an increase would have occurred absent the misrepresentation, failure to report a change in circumstance, or increase in income. The Authority shall give Tenant 30 days notice of the retroactive charge.

(5) Transfers.

(1) Tenant agrees that if the Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the Authority shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.

(2) The Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

(3) If a Tenant makes a written request for special unit features in support of a documented disability, the Authority shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may transfer Tenant to another unit with the features requested at the Authority's expense.

(4) A tenant without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a tenant with disabilities need the unit (at the Authority's expense).

(5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.

(6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.

(7) The Authority will consider any Tenant requests for transfers

in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

(8) The Authority will consider de-concentration of poverty and income-mixing goals when offering transfers, including skipping families on the transfer list and offering rent incentives to higher income families moving into lower income developments.

Authority Obligations

The Authority shall be obligated:

- (a) To maintain the dwelling unit and the project in a condition that is decent, safe, sanitary, and in good repair;
- (b) To comply with the requirements of applicable building codes, housing codes, Uniform Physical Condition Standards and other HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Authority;
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- (h) To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:
 - (1) The notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
 - (2) In the case of proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.

(i) Reasonable Accommodations for Residents with Disabilities:

Housing providers must make reasonable accommodations in lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial or administrative burdens on the housing provider.

(i) To not reduce Tenant's rent due to a reduction in welfare assistance when the welfare reduction is a result of:

- (1) Fraud; or
- (2) Failure to participate in an economic self-sufficiency program; or
- (3) Failure to participate in a work activities requirement.

The Authority will verify the above circumstances through a local agreement with the welfare department and to verify such circumstances as quickly as possible.

Refusal to reduce Tenant's rent is not applicable if the welfare reduction results from:

- (1) The expiration of a lifetime limit on receiving welfare benefits; or
- (2) When the family has sought but cannot find employment; or
- (3) The family has complied with welfare program requirements but loses welfare because of a durational time limit.

IX. Tenant's Obligations

Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit.
 - (1) Not to give accommodation to boarders or lodgers;
 - (2) Not to give accommodation to long term guests (in excess of 14 days per 12 months) without the advance written consent of the Authority.
- (b) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose
- (c) This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's Occupancy standards, and so long as the Authority has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.
- (d) To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (e) To comply with the requirements of applicable state and local building or

housing codes, materially affecting health and/or safety of Tenant and household.

- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- (i) To refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project and to keep household and guests from destroying, defacing, damaging, or removing any part of dwelling unit or project.
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.
- (k) To act, and cause household members or guests to act in a manner that will:
 - (1) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - (2) Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition.
- (l) To ensure that all members for the family who are subject to the community service requirement are complying with the community service requirement, or are no longer residing in the unit (Section 12, USHA).
 - (1) Community service requires that each non-exempt adult resident shall contribute eight (8) hours per month of community service (not including political activities), or participate in an economic self-sufficiency program for eight (8) hours per month.
 - (a) Exemption is provided subject to specific requirements as described in the Authority's Admissions and Continued Occupancy Policy, upon verification.
 - (b) Tenant must immediately notify the Authority of any change that affects a household member's exemption for the community service requirement, specifically if the household member no longer meets the exemption requirements.
 - (2) Noncompliance: The Authority shall determine annually if non-exempt adult residents are in compliance. This Lease shall not be renewed or extended unless the head of household and the noncompliant adult, before the lease expiration date, enter into an agreement to make up the hours within the next twelve (12) month period.
- (m) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:

- (1) Any criminal or other activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority, or;
 - (2) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in RCW 69.50 of the Uniform Controlled Substances Act.)
 - (3) Any abuse (or pattern of abuse) of alcohol, drugs or medication that affects the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority.
- (n) To make no alterations or repairs or re-decorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the Authority.
 - (o) To give prompt prior notice to the Authority, in accordance with Section XII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
 - (p) To act in a cooperative manner with neighbors and the Authority's Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's staff.
 - (q) Not to display, use, or unlawfully possess or allow members of Tenant's household or guests to display, use or unlawfully possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of Washington anywhere in the unit or elsewhere on the property of the Authority.
 - (r) To take reasonable precautions to prevent fires and to not store or keep flammable materials upon the premises.
 - (1) To not disconnect or disable any smoke alarm in the dwelling unit. Tenant disconnection or disabling of any smoke alarm is a health and safety violation
 - (2) To notify the Authority immediately when any smoke alarm is not operable.
 - (s) To not obstruct sidewalks, areaways, galleries, passages, elevators, or stairs, and to not use these for purposes other than going in and out of the dwelling unit.
 - (t) To not erect, attach or hang any radio or television antenna or satellite dish on or from any part of the dwelling unit, except that an antenna or satellite dish may be used in the interior of the dwelling unit, in accordance with regulations set forth by the Authority and with the written approval of the Authority.
 - (u) To not place signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.

- (v) To insure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any Authority development except in accordance with the Authority's pet policy. However, in any development, a person with a disability may keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the Authority's pet policy, although it is subject to reasonable health and safety rules.
- (w) To drive safely on the roadway and not drive over any curb, walk, lawn or landscaping. To park any vehicle only in any areas designated by the Authority and in the space assigned to Tenant. To refrain from parking any vehicle in any right-of-way, firelane, or other area not specifically designated for parking. To abide by the limit of two (2) vehicles per household, and to not store or park any boat, trailer, camper, bus or commercial vehicle on the leased premises or project grounds without prior written approval of the Authority. To not permit vehicles such as motorbikes, motorcycles, or motorscooters inside the dwelling unit. To not engage in or permit any vehicle repairs on the leased premises or project site without prior written approval of the Authority. To remove from the Authority property any vehicle without valid registration or that is not road-worthy and in running condition. Any inoperable or unlicensed vehicle will be removed from Authority property at Tenant's expense pursuant to state law.
- (x) To remove any personal property left on Authority property when Tenant leaves, abandons, or surrenders the dwelling unit. Property left by the tenant will be stored and/or disposed of by the Authority pursuant to RCW Chapter 59.18. Costs for storage and disposal shall be assessed against the former Tenant.
- (y) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (z)
 - (1) Not to commit any fraud in connection with any Federal housing assistance program, and
 - (2) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (aa) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

IX. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

Authority Responsibilities:

- (a) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.

- (b) The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests.
- (c) Tenant shall accept any replacement unit offered by the Authority.
- (d) In the event repairs cannot be made by the Authority, as described above, or alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.
- (e) If the Authority determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

X. Inspections

- (a) **Move-in Inspection.** The Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to Tenant.
- (b) **Other Inspections.** The Authority will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.
- (c) **Move-Out Inspection.** The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Authority.

XI. Entry of Premises During Tenancy

- (a) **Tenant Responsibilities:**
 - (1) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling unit as required for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit.
 - (2) Tenant shall not unreasonably withhold consent to the Authority, its agents, employees or contractors to enter into the dwelling unit. Tenant's request for maintenance shall constitute permission to enter.

(b) Authority's Responsibilities

- (1) The Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit.
- (2) When tenant has requested repairs or maintenance, Authority may enter during reasonable hours without further notice to Tenant.
- (3) The Authority may enter the dwelling unit without consent of the tenant in case of emergency or abandonment.
- (4) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XII. Notice Procedures

- (a) Tenant Responsibility. Any notice to Authority must be in writing, delivered to the Project Office or to Authority's central office, or sent by prepaid first-class mail, properly addressed.
- (b) Authority Responsibility. Notice to Tenant must be in writing, delivered to Tenant or to any member of the household of suitable age and discretion, residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant. This section applies to all Notices except notices to terminate the tenancy, which shall be served pursuant to statute.
 - (1) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
 - (2) If Tenant is visually impaired, all notices will be in an accessible format.

XIII. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by the Authority and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in Section XIII above, or for other good cause. Such serious or repeated violation of terms shall include but not be limited to:
 - (1) The failure to pay rent or other payment when due;
 - (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 5th of the month. Three (3) such late payments within a 12-month period shall constitute a repeated late payment;
 - (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
 - (4) Misrepresentation of family income, assets, or composition;

- (5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim re-determinations.
- (6) Failure to accept and execute an amendment or written rider to lease after the Authority provides at least 60 days notice of the proposed effect of the amendment or written rider and provides the tenant a reasonable time to respond to the offer to accept and executive the amendment or written rider;
- (7) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
- (8) Failure to accept the Authority's offer of a lease revision if the Tenant refuses to accept a revision to the lease after being given at least 60 days notice of its proposed effect and being allowed reasonable time to respond to the offer;
- (9) Criminal or other activity by Tenant, household member, guest, or other person under Tenant's control, or any activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other tenants, employees, or other persons residing in the vicinity, or any drug-related criminal activity on or off the premises.
- (10) If a member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.
 - (b) Violating a condition of probation or parole imposed under Federal or State law or local ordinance.
- (11) Alcohol, drug or medication abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (12) Weapons or illegal drugs seized in an Authority unit by a law enforcement officer;
- (13) Any fire on Authority premises caused by the actions or negligence of a tenant, household member or guest.
- (14) Failure to abide by necessary and reasonable rules made by Authority for the benefit and well being of the project and Tenants.
- (15) Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner.
- (16) Failure to allow inspection of the dwelling unit.
- (17) Determination or discovery that Tenant or any member of the household is a registered sex offender.
- (18) Failure to perform required community service or be exempted therefrom.
- (19) Continued noncompliance of the community service requirement, on the part of any non-exempt adult resident.

- (a) Continued noncompliance is defined as the 12-month period after the head of household and non-compliant non-exempt adult has signed an agreement that the non-compliant non-exempt adult shall cure the noncompliance by making up the community service hours in the subsequent 12 months.
 - (b) This continued noncompliance would result in eviction of the entire family, unless the non-compliant family member is no longer part of the household.
- (20) The second incident in a one year period of disconnecting the batteries, removing or disabling any smoke detector in a dwelling unit.
- (21) Or other good cause.
- (b) The Authority shall terminate assistance *permanently* for persons convicted of manufacturing or producing methamphetamine on premises.
- (1) "Premises" is building or complex in which the dwelling unit is located, including common areas and grounds.
- (c) The Authority shall give written notice of the proposed termination of the Lease of:
- (1) 14 days in the case of failure to pay rent;
 - (2) A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or Authority staff is threatened;
 - (3) 30 days in any other case.
- (d) The Notice of Termination:
- (1) The Notice of Termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction.
 - (2) When the Authority is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the Authority's grievance procedures.
 - (3) Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently, with the notice of lease termination under this section.
- The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
- (4) When the Authority is required to offer Tenant the opportunity for a grievance hearing under the Authority's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
 - (5) When the Authority is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the Authority has decided to exclude such grievance from Authority grievance

procedure, the notice of lease termination shall:

- (a) State that Tenant is not entitled to a grievance hearing on the termination;
 - (b) Specify the judicial eviction procedure to be used by the Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and
 - (c) State whether the eviction is for a criminal activity that threatens health and safety of resident or staff or for drug-related criminal activity.
- (6) The Authority may evict a Tenant from the unit either by bringing a court action; or as an alternative, the Authority may evict by bringing an administrative action if law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, the Authority must afford the Tenant an opportunity for a pre-eviction hearing in accordance with the PHA grievance procedure. The hearing notice will advise persons with disabilities of their rights to request a reasonable accommodation.
- (7) Tenant may terminate this Lease by giving written notice to the Authority that must be received at least 20 days before the end of the month.
- (8) In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

When the Authority evicts a tenant from a dwelling unit for criminal activity, the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

XIV. Waiver

No delay or failure by the Authority in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein. Neither the acceptance of rent nor any other act or omission of Authority at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease shall operate as a Waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof, or to deprive Authority of its right to cancel or forfeit this Lease upon the Notice required by law, at any time that cause for cancellation or forfeiture may exist, or be construed so as to at any future time estop Authority from properly exercising any other option, right or remedy that it may have under any term or provision of this Lease.

XV. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) Authority Responsibility. The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms and good cause for termination of the lease. Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.
- (b) Tenant Responsibility. Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a serious violation of the lease terms and can result in eviction.
- (c) Housekeeping Standards. Inside the Apartment

General--

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Tenant shall not cause unit to be kept in a manner that promotes the infestation of rodents and/or insects.

Kitchen--

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.

- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom--

- (1) Toilet and tank: should be clean and odor-free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

Storage Areas--

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.

- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

XVI. Miscellaneous Provisions

The following provisions apply to this Agreement:

- (a) Attorney's Fees. In the event of any dispute between the parties arising out of or in connection with this Agreement, the substantially prevailing party in any action or proceeding to resolve the same shall be entitled to recover their costs and expenses incurred, including reasonable attorney's fees.
- (b) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- (c) Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. All prior negotiations, agreements, representations, warranties or other matters of like or any other nature shall be of no further force or effect and are superseded by this Agreement. All modifications to this Agreement shall be in the form of a written addendum and shall be signed by both parties.
- (d) Counterparts. This Agreement may, but need not be, executed in one or more counterparts, all of which counterparts taken as a whole shall be deemed the entire Agreement.
- (e) Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (Signature required on Part II of the lease.)

PART II

THIS AGREEMENT is executed between the Kitsap County Housing Authority (herein called "KCCHA"), and _ (herein called the "Tenant"), and becomes effective as of this date: _____.

(1) **Unit:** The PHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED at _____ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is: _____.

(2) **Household Composition:** The Tenant's household is composed of the individuals listed below. After listing Head or Spouse, each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the lease.

NAME	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY #
1.			
2.			
3.			
4.			
5.			

(3) **Term:** The term of this lease shall be one calendar month, renewed as stipulated in Part I of the Lease.

(4) **Rent:**

Tenant chooses to pay **FLAT RENT**. Flat rent does not include a utility allowance. Initial rent (prorated for partial month of _____, _____) shall be \$ _____. Thereafter, **flat rent in the amount of \$ _____ per month** shall be payable in advance on the first day of each month, and shall be delinquent after the fifth day of said month.

Tenant chooses to pay **INCOME-BASED RENT**. Initial rent (prorated for partial month OF _____, _____) shall be \$ _____. Thereafter, **income-based rent in the amount of \$ _____ per month** shall be payable in advance on the first day of each month, and shall be delinquent after the fifth day of said month

(5) **Utilities and Appliances:**

PHA-Supplied Utilities -- If indicated by an (X) below, PHA provides the indicated utility as part of the rent for the premises:

- () Electricity () Natural Gas () Heating Fuel
 (X) Garbage (X) Water () Other: Sewer/Septic

If indicated by an (X) below, the Authority shall provide the following appliances for the premises:

- (X) Cooking Range (X) Refrigerator

(6) **Utilities Allowances:**

Tenant-Paid Utilities -- If indicated by an (X) below, the Authority shall provide Tenant paying income-based rent with a Utility Allowance in the monthly amount N/A for the following utilities paid directly by the Tenant to the Utility supplier:

() Electricity () Gas () Heat () Water () Sewerage

(7) **Security Deposit:** Tenant agrees to pay **\$150.00** as a security deposit. See Part I of this lease for information on treatment of the Security Deposit.

(8) **Pet Fumigation Fee:** Tenant shall pay \$ N/A toward the cost of fumigating the premises at termination of tenancy. This payment is non-refundable.

(9) **Execution:** By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference. By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT _____	DATE _____
CO-TENANT _____	DATE _____
CO-TENANT _____	DATE _____
MANAGER _____	DATE _____
WITNESS _____	DATE _____

TENANT'S CERTIFICATION

I, _____, hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the Authority before execution of the lease, or before the Authority's approval for occupancy of the unit by the Household member. I further certify that all information or documentation submitted by myself or other Household members to the Authority in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature: _____ Date _____

ATTACHMENTS

If indicated by an (X) below, the Authority has provided the tenant with the following attachments and information:

- Part I of this Lease
- Housekeeping Standards
- Standard Maintenance Charges (May be updated)
- Pet Policy
- Grievance Procedure (May be updated)
- Complaint Procedure
- Condition of Premises Statement
- Community Service Requirement
- Watch Out for Lead Paint Poisoning
- Other: Landlord/Tenant Law Booklet

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renter." The above information has been thoroughly explained to me/us. I/We understand the possibility the lead-based paint may exist in the unit.

Tenant' Signature: _____ Date: _____

Office Address:
9307 Bayshore Drive NW
Silverdale, WA 98383
HOURS: 8:00-4:30 M-F

Telephone Number: (360) 535-6100
FAX Number: (360) 692-4374
TDD: (360) 698-3621

EMERGENCY MAINTENANCE TELEPHONE NUMBER: (360) 478-5895
Monday through Friday after: 5:00 p.m. and on weekends and holidays.