

RENEW TACOMA HOUSING, LLLP

LEASE RENTAL AGREEMENT

Form (#) CS-LSNG-10

EFFECTIVE DATE

Effective Date:

The Parties agree to this lease/rental agreement as of the Effective Date noted above.

1. PARTIES.

Landlord: Renew Tacoma Housing, LLLP

Tenant :

2. PREMISES; PARKING; APPLIANCES.

2.1 Premises; Parking. This Lease is for Tenant's use of the dwelling at this address, known as the **Premises**:

Property/Project:

Apt/Suite #:

Address:

Tenant is assigned parking stall # _____ for his or her exclusive use during the term of this Lease.

Tenant does not have an exclusive parking stall(s).

2.2 Appliances. These appliances are at the Premises for Tenant's use during the Lease Term: Refrigerator & Stovetop/Oven. The following appliances are also included if checked: Washer Dryer Dishwasher.

3. APPROVED HOUSEHOLD MEMBERS.

The Premises is rented as a private residence for only the following household members:

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All of them are included in the definition of "Tenant" above.

The Tenant will not add anyone to the household without the Landlord's approval. The Landlord will approve additional household members if the new member meets the Landlord's screening criteria. See Addenda.

4. TERM; RENEWAL.

4.1 Term. This Lease is for an initial term of one (1) year (the "**Initial Term**") beginning ("**Start Date**") and continues through midnight on ("**End Date**").

4.2 Renewal. After the End Date, the Lease Term will renew automatically for an additional one (1) year period, beginning at 12:01 a.m. the day after the then-current End Date, unless sooner terminated (each annual period count as the "**Term**").

4.3 Early Termination by Tenant. After the Initial Term, Tenant may terminate this Lease without cause by giving written notice to Landlord at least twenty (20) days before the end of the month. After giving such notice, Tenant will pay Rent until the Premises are vacated, or through the end of the month in which the notice is given, whichever is later. In the event that Tenant fails to give such notice to Landlord or fails to return the keys by the end of the month, Tenant will be liable for Rent for the following month or until the unit is re-rented, whichever comes first.

5. MOVING IN. Tenant's right to occupy the Premises begins at the Start Date. The Tenant will work with Landlord to complete the Move-In Addenda by the Start Date.

6. MOVING OUT.

6.1 When Required. Tenant must vacate the Premises when this Lease is terminated or otherwise by court order or other order of appropriate authorities.

Tenant Initial /Date

Tenant Initial /Date

Landlord Initial /Date

6.2 Condition. The Tenant must leave the Property in the same condition it was at the time of Move-In, except for reasonable wear and tear. Tenant will work with Landlord to complete the Move-Out Addenda by its move-out date.

7. RENT

7.1 Definition. The term, "Rent" means the monthly base rent due to Landlord under this Lease. Rent is subject to the terms of the HUD Tenancy Addendum and may change as Tenant's income changes or household members are added to this Lease.

7.2 Base Rent. The base rent is \$____ per month.

7.3 First Month's Rent. Landlord acknowledges receipt of \$ N/A for first month's Rent. If the Start Date is any day other than the first day of the first month of this Lease, then the First Month's Rent will be pro-rated based on the number of days remaining in the month after the Start Date.

7.4 Additional Charges. Tenant must pay the following fees and charges in addition to Rent by the next due date of Rent, unless this Lease states a different due date for the Additional Charges:

7.4.1 Nonrefundable Fees.

Tenant will pay, prior to or by the Move-In date, the following nonrefundable fees, which will not be returned under any conditions:

(1) **Pet Fee.** \$ _____

Tenant must also abide by all of the terms of the Pet Policy and Agreement.

(2) **Other.** \$ _____ for:

7.4.2 Maintenance. Tenant will pay Landlord certain maintenance fees pursuant to Section 10 below and the Maintenance Charge Schedule Addendum.

7.4.3 Utilities. Tenant will pay all utility charges he or she incurs pursuant to Section 8 below.

7.4.4 Other Charges. Tenant may owe Landlord certain other amounts under this Lease, including: amounts owed for a security deposit or other amounts owed under a repayment agreement, Late Charge(s) (defined below), NSF Fee(s) (defined below), assessments that may be

due under the CC&Rs (if applicable), and any other costs, charges or expenses due under this Lease.

7.4.5 Late Charge. If any Rent payable by Tenant to Landlord under this Lease is not received within five (5) calendar days after the due date, Tenant will pay Landlord \$25.00 ("Late Charge"). This Late Charge is to cover the Landlord's cost of collecting and handling late payment(s). This amount is in addition to and payable with the amount of Rent then due.

7.4.6 Not Sufficient Fund Fee (NSF Fee). Tenant will be charged \$10.00 for each check returned for insufficient funds. Landlord will have no obligation to redeposit any NSF check. This NSF Fee is to cover the Landlord's cost of handling returned payment(s). This amount is in addition to and payable with the amount then due.

7.5 Payment. Tenant will pay Rent and the Additional Charges when due. If Tenant fails to pay Rent and the Additional Charges when due, Landlord will have the rights and remedies provided in this Lease and under the law. A portion of the Rent may be paid by or credited with a Housing Assistance Payment ("HAP") pursuant to a HAP contract. Tenant will pay Rent as follows:

7.5.1 Due. Tenant must pay Rent in advance on or before the first (1st) day of each month beginning on the first month of the Lease term. Tenant will incur Late Fees on the 6th day of the month.

7.5.2 Payment Address. Tenant must mail Rent to Landlord at Address provided on the rental statement, or such other address as the Landlord may from time to time provide in writing to the Tenant. Landlord and Tenant may also make arrangements to allow Tenant to pay electronically.

7.5.3 Payment Recipient. Rent must be payable to Landlord, or such other agent, representative or assign of Landlord as Landlord may direct in writing from time to time.

7.5.4 Form of Payment. Tenant must pay by check, money order, or electronic or wire transfer PROVIDED THAT for the 12 months following the Tenant's delivery of a NSF check, the Tenant must make all payments by guaranteed funds such as money order or cashier's check.

Tenant Initial /Date

Tenant Initial /Date

Landlord Initial /Date

7.5.3 Less Than Full Payment.

Landlord's acceptance of less than the full amount of any Rent due from Tenant will not be considered and shall not constitute a satisfaction of payment of Rent in full unless Landlord specifically says so in writing.

7.5.4 Application of Rent.

Any Rent received will be applied in this order: (i) to unpaid Rent owed for earlier months than the current month; and then (ii) to Rent owed for the current month.

7.5.5 Receipt:

Upon the Tenant's request, Landlord will provide a receipt for any payment of Rent or Additional Charges.

8 UTILITIES; INTERRUPTION.

8.1 Included in Rent.

The Landlord will supply the utilities checked below as part of Rent:

- Heat Water Sewer Gas
- Garbage Removal Electricity
- Other _____.

8.2 Not Included in Rent.

The following utilities checked below are not included in the Rent; the Tenant should purchase them at Tenant expense from a utility provider:

- Heat Water Sewer Gas
- Garbage Removal Electricity
- Telephone Cable
- Other _____.

8.3 Nonpayment.

Tenant's failure to pay any separately billed utilities for heat, water, sewer, gas, garbage removal or electricity when due will breach this Lease. Landlord will have the right to cure any such breach directly with the provider of any unpaid and delinquent utilities. Any amounts that Landlord pays on Tenant's behalf to cure a breach with a provider will be collectable as an Additional Charge under the Lease in the month following the Landlord's payment.

8.4 Interruption.

Landlord will not be liable for any loss, injury or damage to any person or property caused by or resulting from any variation, interruption, or failure of utilities by the utility provider and rent will not abate during the interruption period.

9. SECURITY DEPOSIT.

9.1 Amount.

The Tenant has paid the following security deposit (the "Security Deposit") of \$: _____

9.2 Bank Account.

The Landlord will deposit the Security Deposit in a trust account at Heritage Bank, located at 5448 S Tacoma Way, Tacoma, WA 98409. Landlord will give Tenant written notice of any change in that depository.

9.3 Interest.

Any interest earned on the Security Deposit will accrue to the Landlord.

9.4 Purpose.

This Security Deposit secures Tenant's performance of lease obligations, including but not limited to payment of Rent and other Additional Charges, including the cost of repairing any damage to and clean-up of the Property, including Landlord-provided appliances, for which Tenant is responsible.

9.5 Refunding the Security Deposit.

9.5.1 When Refunded.

Within fourteen (14) days of the later of when: (i) the Lease has terminated; and (ii) Tenant has vacated the Premises or Landlord learns that Tenant moved out, Landlord will give or mail Tenant the Security Deposit or detailed written statement explaining the reason for retaining any of the Security Deposit and delivering a refund of any remaining portion due Tenant.

9.5.2 Where Mailed.

The statement and refund (if any) will be addressed as Tenant directs, and in the absence of such direction or a forwarding address, to Tenant's last known address.

9.5.3 Amounts Still Owed.

If the Security Deposit is not enough to reimburse Landlord for all of its damages and/or cleaning and other expenses necessary to restore the Premises to its required condition or to pay any remaining Rent or Additional Charges due, Tenant will be responsible for and shall pay any such shortage within fourteen (14) days of receiving Landlord's written demand for payment.

10. MAINTENANCE.

10.1 Tenant's Duties.

Tenant will at all times maintain the Premises in a clean and sanitary condition, including appliances that the Landlord provides.

Tenant Initial /Date

Tenant Initial /Date

Landlord Initial /Date

10.2 Landlord's Duties. Landlord will be responsible for all other maintenance and repairs to the Premises and to the Landlord's appliances at Landlord's expense; however, if the Tenant or guests cause damage needing repair beyond normal wear and tear, the Tenant shall be liable for the cost in accordance with the Maintenance Charge Schedule. Any amount due under the Maintenance Charge Schedule will be part of the Additional Charges and due on the date specified on the Landlord's written demand for payment.

11. ALTERATIONS. Tenant will not alter or improve the Premises (including changing locks, paint, shelving, adding locks or locking devices) without Landlord's prior written consent.

12. NOTICES FOR INSPECTION, REPAIRS, ALTERATIONS, & LEASING. Landlord may enter the Premises to inspect it or make alterations or repairs at reasonable times. Except in emergencies, Landlord will give Tenant at least two (2) days' written notice of its intent to enter.

13. PERSONAL PROPERTY; RISK OF LOSS. The Tenant and its guests bear the risk of keeping personal property, including food, in or on the Premises. Tenant should obtain rental insurance for such personal property.

14. NO SMOKING. Smoking is not allowed on the Premises or other places governed by the attached Non-Smoking Policy. Violation of this policy by the Tenant or its guests counts as a serious and material violation of the Lease.

15. SMOKE AND CARBON MONOXIDE ALARMS. Landlord will equip the Premises with one or more carbon monoxide alarms in accordance with RCW 19.27.530 and one or more smoke alarms as required by RCW 43.44.110. All such alarms are tested and operable. Tenant will not tamper with, disconnect, or otherwise disable these alarms. Tenant will maintain the alarms as specified by the manufacturer, including replacement of batteries, if required.

A violation of these rules is a serious and material violation of the Lease. A violation could also result in statutory fine of up to \$200.00.

In addition to any statutory fines, Landlord will charge, as an Additional Charge, a \$75 fee for each time Tenant tampers with the alarms, disconnects them or removes their batteries, plus the actual cost of repair and replacement to restore the alarms to a

good and working condition in compliance with State law. All such Additional Charges must be paid upon Landlord's written demand for payment, unless the notice provides for a different due date.

16. SAFETY RELATED DISCLOSURES. Landlord makes the following disclosures:

- (1) The smoke detection device is battery operated hard-wired hard-wired with battery backup.
- (2) The carbon monoxide alarm is battery operated hard-wired hard-wired with battery backup.
- (3) The Building does does not have a fire sprinkler system.
- (4) The Building does does not have a fire alarm system.
- (5) The building has a smoking policy (see Addenda below).
- (6) The building has an emergency notification plan.
- (7) The building has an emergency relocation plan.
- (8) The building does does not have an emergency evacuation plan or routes.

17. GROUNDS FOR TERMINATION OF LEASE; NOTICE PERIODS.

17.1 Grounds for Termination by Landlord at any time. Landlord may terminate this Lease at any time during the Term for good cause, each of which constitutes a "default" under or "breach" of this Lease. Good cause includes the following:

17.1.1 a serious or repeated violation of this Lease or the Addenda (including but not limited to a breach of Sections 14 or 15 above);

17.1.2 a violation of Federal State or local law that imposes obligations on the tenant in connection with the occupancy or use of the Property;

17.1.3 criminal activity committed by any member of the household, a guest or another person under a resident's control,

Tenant Initial /Date

Tenant Initial /Date

Landlord Initial /Date

including caregivers, that threatens the health, safety or right to peaceful enjoyment or use of the Property by other residents, persons residing near the Premises, the Landlord, its agents, employees or invitees;

17.1.4 any violent criminal activity on or near the Premises;

17.1.5 drug-related criminal activity on or near the Premises in violation of local, state or federal law, including but not limited to illegal possession, sale or use of drugs – this includes the use of medical and recreational marijuana;

17.1.6 Evidence of a conviction for the production, manufacture, possession, sale or use of methamphetamine at or near the Premises;

17.1.7 any behavior committed by any member of the household, a guest or another person under a resident's control, including caregivers resulting from alcohol abuse that threatens or adversely affects the health, safety or right to peaceful enjoyment of the Property by other residents or by Landlord, its agents, employees or invitees; and,

17.1.8 Tenant flees to avoid prosecution, custody or confinement after a felony conviction;

17.1.9 Tenant violates a condition of probation or parole;

17.1.10 Tenant is a registered lifetime sex offender and fails to disclose to the Landlord before moving in, or Tenant becomes a registered lifetime sex offender during the Term of the Lease and fails to disclose to the Landlord the same within a reasonable time of such a conviction;

17.1.11 a disturbance that creates, permits or maintains a nuisance in or about the Premises or otherwise interferes with the quiet enjoyment of the residents;

17.1.12 any dangerous or destructive act on or about the Premises to person or property;

17.1.13 tampering with building utilities or carbon monoxide or smoke alarms serving Tenant or other residents in the building in violation of the law;

17.1.14 household practices that cause waste, destruction or damage to the Property, including fire and water damage and graffiti;

17.1.15 any other conduct that threatens person or property at the Premises or Property;

17.1.16 other good causes including but not limited to:

(1) failure of tenant in a supportive service excepted unit to complete its Family Self-Sufficiency (FSS) Contract of Participation or other supportive services requirement without good cause;

(2) furnishing false, incomplete or seriously misleading information to Landlord;

(3) subletting the Premises or assigning the Lease without Landlord's consent;

(4) failure to transfer to an appropriate size dwelling unit based on submitted family composition information;

(5) failure to transfer to another unit after signing the Accessible Unit Form and being required to relocate under that terms of that Form;

(6) failure to permit access to the unit by the Landlord after Landlord has supplied proper notice;

(7) failure to abide by the terms of a repayment agreement (if any) entered into with a third-party as a condition of continued assistance;

(8) abusive, violent or threatening behavior toward neighbors or Landlord or its employees, managers, or agents, including oral or written threats or physical gestures that communicate intent to threaten, harm, frighten, abuse or commit violence;

(9) abandonment of the Premises with or without written notice to Landlord; and,

(10) failure to provide Landlord with written notice at the start of a planned absence for 30 days or more.

Further details of grounds for and alternatives to termination by Landlord are in the Property Management Policies Addenda attached to this Lease.

Tenant Initial /Date

Tenant Initial /Date

Landlord Initial /Date

17.2 Additional Grounds for Termination Only After the Initial Term.

Landlord may terminate this Lease at any time during the renewal periods of the Lease if Tenant does not consent to Landlord’s proposed lease changes.

17.3 Termination Notices and Notice Periods.

17.3.1 Failure to Pay Rent. The failure to pay Rent is a serious violation of the Lease and grounds for termination. Landlord will give Tenant 14 days’ written notice of termination for failure to pay Rent when due under the Lease (including a 3-day cure period to pay).

17.3.2 Failure to Comply. Landlord will give Tenant 30 days’ written notice of termination for failure to pay Additional Charges and any other violations of the Lease constituting good cause (including a 10-day period to comply) except in the case of Section 17.3.3 below. When the Landlord gives the Tenant a notice to comply or vacate, the Tenant’s compliance must occur within the cure period and must continue after the notice period. A resumption of the violation after the cure period constitutes a violation of the notice.

17.3.3 Waste, Nuisance, Unlawful Business Criminal Activity and Drug-related Activity. Landlord will give Tenant 3 days’ written notice of termination without a chance to cure for: waste, nuisance, unlawful business, and any criminal activity or drug-related activity in violation of this Lease.

17.3.4 Concurrent Notice Periods. Any notice period granted in this Lease will run concurrently with and not in addition to any default notice periods required by law.

18. GRIEVANCE PROCEDURE. In any dispute the tenant has with the Tacoma Housing Authority (“THA”) and/or the Landlord that adversely affects the tenant’s rights, duties, welfare or status the tenant has the right to request a grievance hearing to contest the action. This includes but is not limited to disputes over its termination of benefits and/or its enforcement or termination of this Lease. Further details are set out in the Grievance Procedure attachment made a part of this Lease.

19. NON-WAIVER. Landlord’s waiver of any breach of any provision contained in this Lease will not be deemed to be a waiver of the same provision for later acts of Tenant. The Landlord’s acceptance

of Rent or other amounts from the Tenant will not waive any previous breach by Tenant or additional amounts the Tenant owes.

20. NOTICES. All notices under this Lease will be in writing and effective (i) when delivered in person or via overnight courier to the other party, or (ii) three (3) days after being sent by registered or certified mail to the other party. Landlord’s mailing address is in Section 7.5.2. Tenant’s mailing address will be the Premises, unless a different address has been provided to the other in writing.

21. ATTORNEYS’ FEES. The prevailing party in any court action concerning this Lease is entitled to recover its reasonable attorneys’ fees and expenses, including those on appeal.

22. ENTIRE AGREEMENT. This Lease contains all of the agreements between Landlord and Tenant relating to the Premises. No other agreements or understanding pertaining to the Lease will be valid or of any force or effect and this Lease will not be changed, except in writing signed by Landlord and Tenant. Unless the writing states otherwise, the effective date of any such changes will be 30 days after date of the writing.

23. SEVERABILITY. Any provision of this Lease that will prove to be invalid, void or illegal will in no way affect, impair or invalidate any other provision of this Lease.

24. NO DISCRIMINATION. Landlord will not discriminate based on race, creed, color, religion, sex, national origin, age, handicap or disability, family status, sexual orientation, gender identity or being a recipient of public assistance. Landlord will comply with all nondiscrimination requirements of Federal, State and local law.

25. COMPLIANCE WITH LAWS, CC&Rs AND RULES AND REGULATIONS. Tenant will not use the Premises in any way that violates any law, ordinance, or governmental regulation (the “Law”) and Tenant will obey all covenants, conditions, and restrictions of record (“CC&Rs”), the House Rules, and any other, policies, procedures or rules that are created from time to time during the Lease term (collectively, the “Rules”). Failure to comply with the Rules may result in fees or fines assessed to Landlord, which are the Tenant’s responsibility to pay. Any such fee or fine will be Additional Charges due under this Lease.

Tenant Initial /Date

Tenant Initial /Date

Landlord Initial /Date

26. AMENDMENTS. Tenants will have at least 30-days' written notice of any changes to the Rules before they take effect and when they take effect, they will become a part of this Lease.

27. SUBORDINATION. Tenant covenants and agrees with Landlord that this Lease shall be

subordinate to the lien of any mortgage, deed of trust and/or security agreement which may now or hereafter encumber the Premises or any interest of Landlord therein, and to any advances made on the security thereof and to any and all increases, renewals, modifications, consolidations, replacements and extensions thereof.

Tenant Initial /Date

Tenant Initial /Date

Landlord Initial /Date

ADDENDA TO LEASE

THE CHECKED DOCUMENTS BELOW ARE PART OF THE LEASE. VIOLATIONS OF THEIR TERMS MAY RESULT IN EVICTION AS DESCRIBED IN SECTION 17 ABOVE. BY INITIALING NEXT TO EACH CHECKED BOX, TENANT AGREES THAT HE OR SHE HAS RECEIVED AND REVIEWED THE DOCUMENTS OR HAD THE CHANCE TO REVIEW THEM EITHER ONLINE AT LINKS PROVIDED BY LANDLORD OR IN THE LANDLORD’S OFFICE.

(a) Addendums (to be signed):

- _____
Initials Initials Attachment #1:
HUD Tenancy Addendum
- _____
Initials Initials Attachment #2:
WSHFC Lease Rider
- _____
Initials Initials Attachment #3:
Participant Obligations Form
- _____
Initials Initials Attachment #4:
Non-Smoking Agreement
- _____
Initials Initials Attachment #5:
Accessible Unit Addendum
- _____
Initials Initials Attachment #6:
Keycard Addendum Form
- _____
Initials Initials Attachment #7:
Pet Agreement

(b) Policies & Procedures:

- _____
Initials Initials Attachment #8:
House Rules
- _____
Initials Initials Attachment #9:
Grievance Procedure

- _____
Initials Initials Attachment #10:
RAD PBV Lease Rider
- _____
Initials Initials Attachment #11:
Maintenance Charge Schedule
- _____
Initials Initials Attachment #12:
Request for Reasonable
Accommodation Form

The following Attachments #13 – #15 are policies and procedures that are available to tenants online at tacomahousing.org and at each THA office. A tenant may request copies of any of these documents at any time:

- _____
Initials Initials Attachment #13:
Property Management Policies
- _____
Initials Initials Attachment #14:
CC&Rs
- _____
Initials Initials Attachment #15:
Articles & Bylaws

(c) Property Information & Disclosures:

- _____
Initials Initials Attachment #16:
Contamination Disclosure
- _____
Initials Initials Attachment #17:
Mold, Moisture & Your Home
- _____
Initials Initials Attachment #18:
Lead Based Paint Brochure
- _____
Initials Initials Attachment #19:
Emergency Relocation Plan
- _____
Initials Initials Attachment #20:
Emergency Evacuation Plan
and Routes

SIGNATURES

Signature

Date

LANDLORD

Date: _____

Attachment 1: HUD Tenancy Addendum

Tenancy Addendum Section 8 Project-based Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2018)

Instructions for use of Tenancy Addendum

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the family members' names, unit address, and owner name is mandatory. The information is used to provide Section 8 project-based assistance under the Section 8 Project-based Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the Section 8 Project-based Voucher program.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins). See section by section instructions.

Part B: Tenancy addendum.

How to fill in Part A

Section by Section Instructions.

Section 2: **Tenant**

Enter full name of tenant.

Section 3. **Contract Unit**

Enter address of unit, including apartment number, if any.

Section 4. **Household Members**

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. **Initial Lease Term**

Enter first date and last date of initial lease term.

(The initial lease term must be for at least one year. 24 CFR § 983.256(f).)

Section 6. **Initial Rent to Owner**

Enter the amount of the monthly rent to owner during the initial lease term.

Section 7. **Initial Tenant Rent.**

Enter the initial monthly amount of tenant rent.

Section 8. **Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

Section 9. **Utilities and Appliances**

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

**Tenancy Addendum Section
8 Project-based
Voucher Program**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Part A of the Tenancy Addendum

(Fill out all of the information in Part A.)

1. Contents of Tenancy Addendum

This Tenancy Addendum has two parts:

Part A: Tenancy Addendum Information

Part B: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy):

The initial lease term ends on (mm/dd/yyyy):

6. Initial Rent to Owner

The initial rent to owner is: \$

7. Initial Tenant Rent

The initial tenant rent is: \$ per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

8. Initial Housing Assistance Payment

At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is \$ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

9. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type			Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Cooking	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Water Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Other Electric					
Water					
Sewer					
Trash Collection					
Air Conditioning					
Refrigerator					
Range/Microwave					
Other (specify)					

Signatures:

Owner

Tenant

Print or Type Name of Owner

Print or Type Name of Family Representative

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name of Family Representative

Date

Signature

Date

Tenancy Addendum
Section 8 Project-based
Voucher Program
(To be attached to Tenant Lease)

Part B: Tenancy Addendum

1. Section 8 Project-based Voucher (PBV) Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 PBV program of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the public housing agency (PHA) under the PBV program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with HUD requirements and the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the PBV program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial and redetermined rent to owner are established in accordance with HUD requirements.
- b. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the

PHA in accordance with HUD requirements, or

- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 PBV program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The rent to owner does not include charges for non-housing services such as food, furniture or supportive services provided by the owner.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the

reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.

- d. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and Appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

- c. **Family Damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

- d. **Housing Services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c);
- (4) Failure of a family in a supportive service excepted unit to complete its Family Self-Sufficiency (FSS) Contract of Participation or other supportive services requirement without good cause; or
- (5) Other good cause (as provided in paragraph d).

c. Criminal Activity or Alcohol Abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

- (c) Any violent criminal activity on or near the premises; or

- (d) Any drug-related criminal activity on or near the premises.

- (2) The owner may terminate the tenancy during the term of the lease if any 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, or that, in the case of the State of New Jersey, is a high misdemeanor; or

- (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other Good Cause for Termination of Tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

- (2) During the initial lease term or during any extension term, other good cause includes:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

- (3) After the initial lease term, such good cause includes the tenant's failure to accept the owner's offer of a new lease or revision.

e. Lease Expiration

Upon lease expiration, an owner may renew the lease or refuse to renew the lease for good cause. In addition, the owner may refuse to renew the lease without good cause, in which case the PHA will provide the family with a tenant-based voucher, and the unit will be removed from the PBV HAP contract.

f. **Protections for Victims of Abuse**

- (1) Incidents or threats of abuse will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a PHA, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the PHA to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or PHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the PHA to terminate assistance, to any tenant if the owner, manager, or PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if

The tenant is not evicted or terminated from assistance.

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

g. **Eviction by Court Action.** The owner may only evict the tenant by a court action.

h. **Owner Notice of Grounds**

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. **PHA Termination of Assistance**

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

10. **Lease: Relation to HAP Contract**

If the HAP contract terminates for any reason, the lease terminates automatically.

11. **Family Right to Move**

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. **Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the

security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease and Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and if in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent in accordance with HUD requirements, based on any changes in the allocation of responsibility for utilities between the owner and tenant, and the redetermined reasonable rent shall be used in the calculation of the rent to owner from the effective date of the change.

16. Written Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Excepted Unit. A contract unit not counted against the 25 percent per-project cap on PBV assistance.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 PBV program. **HUD.** The U.S. Department of Housing and Urban Development. **HUD requirements.** HUD requirements for the Section 8 PBV program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 project-based voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner

TAX CREDIT LEASE RIDER

(To be attached to resident lease)

Property Name: _____ **Unit:** _____
Applicant / Resident Name: _____

Dear Applicant or Existing Resident:

Summary

The owner(s) of this property rents residential units under the federal Low-Income Housing Tax Credit Program (the "program") as administered by the Washington State Housing Finance Commission (the "Commission"). Under the program, the owner(s) can qualify for federal IRS tax credits by renting some or all of the units in the property to low-income households and restricting the rents for those units. In addition the owner may have agreed to reserve some of the units in the property for households or persons with special needs.(See the special-needs section below.) This rider was prepared to help residents understand the program.

Income and Rent Limits

The Commission gives the owner(s) new income and rent limit tables each year. This property has agreed to reserve some or all of the units for households at or below the 30, 35, 40, 45, 50 or 60% income limits found on these tables. The rent tables show the maximum rent a property can charge for a unit based on a household's income, number of bedrooms in the unit or the number of people in the household. Some properties have more than one income limit. Ask the property representative for specific information.

Annual Recertification

To be eligible for a rent- and income-restricted unit, all income and assets of any household members 18 years and older must be documented and verified. The owner(s) or manager of this property will give you the required forms to declare and verify income and assets from all sources. They may also ask you for supporting documentation. The program requires each existing household to recertify or complete a new set of the required forms at least once every 12 months.

Since this program involves IRS tax credits, the Commission and everyone involved with this program is under growing pressure to prevent fraud. Your forms must be prepared carefully, with every question answered. Annually, you will be signing a document under penalty of perjury, saying that the information and verifications submitted are correct. Households who do not properly complete their paperwork may not qualify for residency or may be required to vacate their income- and rent-restricted unit.

A property that has more than one income/rent limit can switch a household to a higher or lower income/rent limit, based on the household's income at recertification. Ask the property representative for specific information.

Special Needs

The owner(s) of this property may have chosen to reserve some of the program units for households that have special needs. Units could be reserved for households that meet the program definition for large household, disabled, elderly, homeless housing or farmworker. Households or individuals applying for one of these special needs units will be required to verify their eligibility. Ask your property representative for specific information.

Fulltime Student Households

A household where each member is a full-time student may not qualify for an income- and rent restricted unit. A household where everyone becomes a full-time student after move-in may no longer qualify for an income- and rent-restricted unit. I agree to notify management immediately if my student status changes. Any change in student status (for you or any other household member) could affect your eligibility to participate in this program. Ask your property representative for specific information.

Property Standards

The property must comply with federal housing policy governing nondiscrimination and accessibility. In making an apartment available, the owner(s) cannot discriminate against you because of your race, creed, color, sex, national origin, marital status, age, disability or familial status. Furthermore, the owner(s) cannot discriminate against you based on the sources of your income (including Section 8 subsidy), provided the sources of income do not violate any federal, state or local law. Additional state, local laws or ordinances may also apply. When selecting residents, the owner(s) cannot apply standards to a potential resident that are more burdensome than standards applied to any other potential or existing resident.

Good Cause Evictions/Nonrenewals

The owner is prohibited from evicting you, and is prohibited from refusing to renew your lease or rental agreement, other than for "good cause." Generally, good cause shall mean the serious or repeated violation of material terms of the lease or a condition that makes your unit uninhabitable. Any termination or non-renewal notice must state the specific factual violations. Under federal law, you have the right to enforce this requirement in state court as a defense to any eviction action brought against you.

By signing below, I am indicating I have read and discussed information included in this lease rider. I have been given a copy of this lease rider along with my lease.

Print Property Representative Name

Property Representative Signature

Date

If you have questions about this form contact the property representative at: _____

Phone Number

Signature

Date



TACOMA HOUSING AUTHORITY

LEASE ATTACHMENT 3: PARTICIPANT OBLIGATIONS FORM

THA Form (#) CS-LSNG-100-3

1. I understand that I am required to report **online at www.tacomahousing.net** any changes in income and/or household composition within 10 days of the occurrence.
2. I certify that the house or apartment will be my only residence. I will not sublease my assisted residence and will not allow anyone to live in my unit that is not on the lease.
3. I must allow Tacoma Housing Authority (THA) to perform Housing Quality Standard (HQS) inspections with reasonable notice. Federal regulations state I am responsible for all damages caused by my family and guests. Unit abuse, owing rent and unpaid utilities may result in termination of housing assistance.
4. I understand I must receive approval from THA before allowing anyone to move into my unit. I must also receive permission from THA before I move. I must notify THA if I will be away from my unit for more than 30 days. I must make all requests in writing.
5. I understand that I must notify THA **online at www.tacomahousing.net** if a person moves out of my unit within 10 days of the occurrence. I may be required to provide proof of where the person is now living.
6. I understand it is my family obligation to cooperate in supplying all information needed to determine my eligibility, level of benefits, or verify my true circumstances. I understand I must provide social security cards, birth certificates or other required documents for household members. Cooperation includes attending pre-scheduled meetings, completing and signing all needed forms.
7. I understand I may not make additional payments of any kind to the landlord that are not included in the lease and approved by THA and to do so is considered fraud.
8. I understand I must comply with all provisions of my lease and not commit any serious or repeated violations of the lease. I must pay my family share of the rent and utilities.
9. I understand that my mailing address is for the sole use of authorized household members and may not be used by any other persons.
10. Household members cannot commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program, including receiving another housing subsidy for my unit or any other unit under any federal, state or local housing assistance program. The household may not own any deed, title or claim to the unit. I understand I may not rent from any person related to any member of my household.
11. Household members may not engage in any drug-related criminal activity, alcohol abuse or violent criminal activity, including threatening, abusive or violent behavior toward THA personnel or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents.

12. I understand that knowingly supplying false, incomplete, or inaccurate information is punishable under Federal or State criminal law. I will also be required to repay assistance overpaid on my behalf and may be terminated from the program. I certify that all the information I provide to THA is true and accurate.

I have read and I understand the above Participant Obligations. I understand that failure to comply with them may result in denial of admission, an obligation to repay assistance overpaid on my behalf, and /or termination from the housing assistance program. All adults, 18 years and older must sign this form.

Signature

Date

RENEW TACOMA HOUSING, LLLP

LEASE ATTACHMENT 4: NON-SMOKING AGREEMENT

Form (CS-LSNG-100-4)

This document is part of your lease agreement.

You are renting a non-smoking apartment in a non-smoking property. When you sign this document you agree not to smoke in your apartment or in any other part or area of the property, including common areas or other people's apartments.

The non-smoking rule also applies to all members of your household and guests. Breaking the non-smoking rule is the same as breaking your lease. The Landlord can evict you and force you to move out. You will also be charged for cleaning and redoing your apartment.

1. The Purpose of the Non-Smoking Policy.

You understand that:

- 1.1 Second hand smoke is harmful to health.
- 1.2 It is expensive to clean and redecorate apartments where people have been smoking.
- 1.3 Smoking can cause fires.
- 1.4 Insurance costs more for buildings where people smoke.

2. This is a Non-Smoking Complex.

You understand and agree that your apartment is in a non-smoking building.

You and members of your household agree not to smoke in your apartment, in any other apartment in the building, or in any of the common areas that you share with your neighbors.

You agree that you will not let your guests or visitors smoke in your apartment or the common areas.

3. "Common areas" are areas that are open to all residents or members of the public.

Common areas include:

- (a) Any inside space
- (b) Entryways
- (c) Patios and balconies
- (d) Roof terraces
- (e) Lobbies
- (f) Hallways and stairwells
- (g) Elevators
- (h) Management offices
- (i) Public restrooms
- (j) Community rooms
- (k) Community kitchens
- (l) Lawns
- (m) Sidewalks and walkways within the property
- (n) Parking garages and carports
- (o) Playgrounds, parks and picnic areas

Common areas also include any other area of the buildings or property where employees, residents and guests may go.

4. Definition of Smoking.

“Smoking” means igniting or possessing a lit cigarette, cigar, pipe, or any other device containing tobacco, marijuana or other legal or illegal substance that burns. “Smoking” also means inhaling, exhaling, breathing or carrying a lighted product.

5. Tell Guests about the Non-Smoking Policy.

You agree to tell your visitors and guests about the non-smoking policy and to enforce their compliance.

6. The Landlord will Promote Non-Smoking Policy.

Your Landlord will post non-smoking signs around the apartment complex. Non-smoking signs will be posted at:

- (a) Entrances and exits
- (b) Common areas
- (c) Hallways
- (d) Playgrounds
- (e) Other areas near the common areas of the apartment complex

7. Breaking Smoke-free Rules and Lease Terminations

If you, a member of your household, or guest, break these rules your lease can be terminated. You will pay to replace things that have been damaged by smoke. This can include carpets and curtains.

Disclaimer by Landlord.

- 7.1** Even though your Landlord has adopted a smoke-free rule it cannot guarantee that smoking will never happen. The Landlord will make reasonable efforts to enforce the rule. It may need help from residents to do that.
- 7.2** In buildings that used to allow smoking, the effects of that smoking may still linger.
- 7.3** The landlord cannot guarantee that your apartment or the property will have better air quality than other rental properties.
- 7.4** Your Landlord is not responsible for smoke exposure even if you, a member of your household, or your guests have respiratory ailments, allergies, or any other physical or mental condition relating to smoke.

Signature

Date

Landlord Representative Signature

Date

RENEW TACOMA HOUSING, LLLP

LEASE ATTACHMENT 5: ACCESSIBLE UNIT ADDENDUM

Form (#) CS-LSNG-100-5

Property Name:

Head of Household Tenant ID #:

Address:

Head of Household Name: _____ Today's Date:

This document is made a part of the lease, dated _____. The lease is between you and the Landlord. If this document conflicts with the lease, this document will control.

The Unit has accessible features suitable for a disabled person. Under fair housing laws, a person is disabled if he or she has a sensory, mental or physical condition that substantially limits one or more major life activities (such as walking, seeing, hearing, working, etc.). Under State law, a qualifying disability may be temporary or permanent.

Please check one of the boxes below to tell us who in your household has such a disability:

Household member(s) _____

No one

If no one in your household has such a disability, the Landlord reserves the right to move you to a different unit if a person with a qualifying disability needs your Unit. You will be moved to a unit that otherwise meets your approved household application needs. You will be given 30 days' prior written notice to move, and the move will be scheduled 10 days after that. The Landlord will move you at its cost. You agree to hold the Landlord harmless from any damage or loss that might happen during the move or result from you not timely moving.

By signing below, you agree to the terms of this document.

Signature

Date



TACOMA HOUSING AUTHORITY

LEASE ATTACHMENT 6: KEYCARD ADDENDUM

THA Form (#) CS-LSNG-100-6

KEYLESS ENTRY ACCESS CARD POLICY

What is a keyless entry card? Keyless entry access cards (“Cards”) open THA buildings. They are the size of credit-cards. THA controls what doors they open. You will still use regular metal keys to open apartment doors and mailboxes.

Why not use a regular key? The Card keeps the property more secure. The Cards contain the Cardholder’s photograph and name. By using the Cards, THA knows who entered the building at a specific time and can detect unauthorized Card use. If a tenant loses the Card, THA can cancel it so it no longer works even if someone finds it.

Who can get a Card? THA will give a Card only to an approved person living in a THA building as long as they are old enough to use it responsibly. THA will also give a Card to an approved caregiver for a tenant. THA will not give Cards to other people. In particular, THA will not issue Cards to friends of Cardholders or residents who are not named in the lease.

How do I get a Card? A THA tenant must bring a driver’s license or other acceptable photo ID to the THA office so that THA can verify the identity of the intended Cardholder.

How do I get an extra Card and is there a limit on the number of Cards I can have? If a Cardholder wants an extra Card, that person must complete the request form and submit it to the leasing office for approval. A Cardholder cannot hold more than two active cards at any time.

What is the cost? THA does not charge for the first Card issued at the start of a Lease. THA will charge \$25 each for additional or replacement Card.

May I lend my Card to someone else? No. You cannot give the Card to anyone else. Doing that puts the building’s security and the safety of the residents at risk.

What if someone tries to follow me into my building? When entering the building using your Card, do not hold the building’s door or gate open for another person to enter behind you without using their own Card unless they are your guest or if you know them as another resident. If someone else tries to follow you into the building, report this to the office immediately or to security. Also, do not wedge the building’s door open or do something to keep it from locking or closing. Doing these things puts the building’s security and the safety of the residents at risk.

How do I cancel a card? Household members can ask the office to cancel a Card for their household at any time. If THA cancels someone’s card, that person must return it to THA. THA will charge \$25 for unreturned cards.

What if I lose my Card? Call the office right away! If you leave a telephone message after hours, be sure to tell us your name, address, apartment number, phone number and Card number (if you know it). THA staff will turn off the Card. If it is after normal business hours, staff may not do that until the next day. THA staff will tell you when the Card is turned off. Please come to the office and submit an application for a new Card as soon as possible. If you need access to the building while your Card is lost or turned off, contact another Cardholder in your household or, if it is during normal business hours, contact the office. Call the police if you feel unsafe. Unless you find the card, THA will charge you \$25.00 replacement fee to get another Card.

What if I find a lost Card? If you find your Card before you have received notice that your lost Card has been turned off, you can use the lost Card, but be sure to notify the leasing office to cancel your request for a new Card and to cancel your request that we turn off your Card. If you find your Card after you have received notice that your lost Card has been turned off, THA can turn your original Card back on for no extra cost.

What happens when I move out? You must return the Card to THA when you move out, or THA will charge you \$25. If necessary, THA will deduct this amounts from your Security Deposit refund.

What happens if I break these rules? THA will regard a violation of these rules as a serious lease violation because it puts the safety of the residents at risk. For this reason, THA may evict you because of the violation.

THA's office:
253-207-4400
902 South L Street
Tacoma, WA 98405-4037

TENANTS

Signature

Date



TACOMA HOUSING AUTHORITY

Keycard Addendum

THA Form (#) CS-LSNG-100-6

Please submit the following when applying for a Card:

1. A Copy of a valid Washington State Driver's License or Washington State ID for the intended Cardholder and the applicant (if not the intended Cardholder)
2. If you are a household member and the intended Cardholder, a copy of the lease showing that you are a household member named in the lease.
3. If the application is for a household caregiver, proof of the caregiver's professional status and proof that the person is authorized to be your caregiver
4. A \$25.00 key fee, unless this is an initial card issuance.

Please complete these sections to accompany your application:

Name _____
 Address _____
 Phone Number _____ Driver's License Number _____

If the application is for a caregiver, then also for the Caregiver:

Name _____
 Address _____
 Phone Number _____ Driver's License Number _____

By signing below, you consent to the screening process and agree to provide upon request additional information that may be reasonably needed by THA to complete the screening. You also acknowledge that you have read and agreed to the Keyless Entry Access Card Policy above.

Signatures:

_____ Date _____
 Household Member Signature

_____ Date _____
 Caregiver Signature

THA's office:
 253-207-4400
 902 South L Street
 Tacoma, WA 98405-4037



TACOMA HOUSING AUTHORITY

PET AGREEMENT

THA Form (#) CS-LSNG-100-7

1. Identification of Pet. This agreement allows the resident, {{ACCOUNT PROPERTY NAME}} residing at {{ACCOUNT SHIPPINGSTREET}} Unit {{ACCOUNT APARTMENT NUMBER}} {{ACCOUNT SHIPPINGCITY}}, {{ACCOUNT SHIPPINGSTATECODE}}, {{ACCOUNT SHIPPINGPOSTALCODE}}, to maintain the pets identified below on the terms of this agreement.

Pet Type _____ Sex _____

Neutered (date) _____ Breed _____

Weight Pounds Color _____ Age _____

Name _____

(Color photo of pet must be attached)

Pet Type _____ Sex _____

Neutered (date) _____ Breed _____

Weight Pounds Color _____ Age _____

Name _____

(Color photo of pet must be attached)

2. Resident Responsibilities. To keep pets the resident must (i) comply with all conditions and rules stated in this Agreement and in THA's Property Management Policies; (ii) keep and maintain the pet(s) responsibly; and (iii) and comply with all applicable laws, including those pertaining to public health and animal anti-cruelty.

3. Limitation on the Number of Pets. Tenant agrees to keep no pet other than the one(s) allowed by this agreement. Each household is permitted not more than two common household pets, only one of which may be a dog. Common household pet means a domesticated animal such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes. In the case of fish, residents may keep no more than can fit in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium counts as one pet.

4. Dogs. If the pet is a dog, when full grown the pet may not exceed 20 pounds at senior and other apartment style complexes, and 40 pounds at Salishan, Dixon Village, Hillside Terrace, Bergerson Terrace and townhouse units at Bay Terrace. Large dogs that will traditionally exceed 40 pounds when full grown are not allowed. Dogs of dangerous propensity breeds such as pit bulls, Rottweilers, chows and boxer breeds are not allowed.

5. Uncommon & Unlawful Household Pets. Ferrets and other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations are not allowed and are not considered common household pets. Uncommon household pets (reptiles, rodents, insects, spiders, wild animals, pigs, birds of prey, chickens, commercial breeding animals) are not allowed. Animals not permitted by law, code or ordinance are also not allowed.
6. Leashes & Outdoor Rules. Dogs or cats shall remain inside a tenant's unit unless attended on a leash not longer than six (6) feet or carried and under the owner's control. Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit. You cannot solely keep the pet outdoors. You cannot create a dog run, a pet door, have a kennel or make alterations to a patio or yard area or unit door for the animal. Tenant must pick up and dispose of all animal waste in sealed plastic bags and place the bag in the garbage containers.
7. Indoor Rules. In the case of cats and other pets using litter boxes, the pet owner must change the litter no less than once a week. Litter must be disposed of in plastic bags and must be placed in the garbage container. Litter cannot be flushed down the toilet. Litter boxes must be kept inside the unit. Resident must clean up pet residue (odor, hair, seeds, feathers, water) regularly. Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas that are entrances to and exists from the building. Bird cages may not be attached to the ceiling or wall.
8. Pet Care. Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet. Each pet owner shall be responsible or appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage THA property. No animals may be tethered or chained inside or outside the unit at any time.
9. Unattended Pets. If a dog is left unattended for 24 hours, or if any other pet permitted under this Agreement is left unattended for an unreasonable period of time such that the animal's or residents' health or safety is put at risk, Tacoma Housing Authority (THA) may enter a unit to transfer the pet to the proper authority. THA accepts no responsibility for pets so removed.
10. Inspections. THA has the right to conduct an inspection of the tenant's unit for compliance with this Agreement once every three months for the first year or at other times to response to concerns.
11. Licensed, Inoculated & Neutered/Spayed. At the time of annual re-examination, tenants shall provide written proof of:
 - a. current license from city or county;
 - b. a certificate signed by a licensed veterinarian or state or local authority empowered to inoculate animals (or designated agent of such an authority), stating the pet has received all inoculations required by applicable state and local law;

- c. pet being neutered/spayed if no evidence exists in tenant file. Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary. THA shall not be held responsible for illnesses caused to animal due to routine procedures to exterminate for insects or other infestation.
12. Registered with THA. The pet must be registered with THA each year at the time of the tenant's annual re-examination. Animals requiring a license must be licensed.
13. Complaints. The pet shall not be allowed to interfere with the peaceful enjoyment of other residents or neighbors by barking, howling, biting, scratching or other such activities. THA may require a pet's removal if it presents a danger or a health hazard to other residents (i.e., rabies, fleas, etc.) or if two (2) or more substantiated complaints are received in a 6-month period.
14. Collars; Strays. Pet must wear an ID collar at all times. Animals without collars will be considered strays. Resident must not feed strays. Do not leave food outside your unit to attract strays or wild animals such as birds or squirrels, or make such animals your unofficial pet.
15. Pet Rule Violations; Notice. If THA determines that a resident/pet owner has violated the pet rules, it will give the tenant a written notice. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:
- That the pet owner has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation
 - That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting
 - That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy
16. Notice for Pet Removal. If the pet owner and THA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by THA, THA may serve notice to remove the pet. Failure to remove the pet will violate the tenant's lease.
17. Death or incapacity of pet owner. If the death or incapacity of the pet owner threatens the health or safety of the pet, or if other factors occur that render the owner unable to care for the pet, THA will report the situation to the responsible party designated below by the pet owner.
18. Dog Bites; Animal Cruelty. All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

19. Termination of Tenancy. THA may initiate procedures for termination of tenancy based on a pet rule violation if:
- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified
 - The pet rule violation is sufficient to terminate tenancy under terms of the lease
20. Emergency Situations. If the responsible party that the tenant designated to care for a pet is unwilling or unable to do so, or if THA after reasonable efforts cannot contact the responsible party, THA may contact the appropriate state or local agency and request the removal of the pet. THA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals. If it is necessary for THA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.
22. Grievance Procedure. In addition to any rights of the resident described in this policy, the resident may use THA's Grievance Procedure to resolve any dispute regarding the pet.
23. Pet Fees. THA will charge a non-refundable fee to cover its reasonable operating costs relating to the presence of a pet. Residents with pets approved prior to December 1, 2015 might have a refundable deposit on file. Those fees and deposits for pets approved prior to December 1, 2015 are specified in the tenant's lease. The follow page outlines the non-refundable fee schedule.

A Non-Refundable Fee will be charged for:

Dog	\$150.00
Cat	\$150.00
Caged Bird(s)	\$ 75.00
Caged Guinea Pigs	\$ 75.00
Caged Hamster	\$ 75.00

24. Responsible persons who will keep the pet in case of emergency:

Contact #1 Name: _____

Contact #1 Address: _____

Contact #1 Phone Number(s): _____

Contact #2 Name: _____

Contact #2 Address: _____

Contact #2 Phone Number(s): _____

25. The Pet's Veterinarian:

Name: _____

Address: _____

Phone Number(s): _____

26. Reasonable Accommodation of Disabilities. A resident who is disabled and needs an assistance animal because of the disability may ask THA to waive some or all of these rules as an accommodation. THA will waive a rule if the waiver is necessary for the disabled person and reasonable. Residents may ask the property manager for such an accommodation.

27. Receipt of pet fee. The execution of this agreement acknowledges THA's receipt of a \$_____ non-refundable pet fee.

Resident Signature

Date

Property Manager Signature (THA)

Date

RENEW TACOMA HOUSING, LLLP

LEASE ATTACHMENT 8: HOUSE RULES

Form (#) CS-LSNG-100-8

We hope you will enjoy your home. We ask you to help us keep it good shape. We also hope you and your neighbors will enjoy each other. We hope that with them you can make a community. The following rules will help make all that happen. Please follow them. And please help your neighbors follow them

FOR YOUR APARTMENT

1. **No Smoking.** No smoking is permitted in the apartment or anywhere else on the property. Please refer to and follow the **Non-Smoking Policy** included with your Lease.

2. **Smoke Detectors.** Do not tamper with, disconnect or otherwise disable the smoke detectors in your apartment. You must maintain the smoke detectors as specified by the manufacturer, including replacement of batteries, when needed. A violation of this rule may result in a statutory fine of up to \$200 and a \$75 fee to the Landlord for each violation. A violation of this rule may also result in your eviction. You will also be charged the cost of repair and replacement to restore the detector to good and working condition in compliance with State law if the detector is damaged or destroyed. Please refer to the Lease for more information.

3. **Carbon Monoxide Detectors.** Do not tamper with, disconnect or otherwise disable the carbon monoxide detectors in your apartment. You must maintain the carbon monoxide detectors as specified by the manufacturer, including replacement of batteries, when needed. A violation of this rule may result in a \$75 fee to the Landlord for each violation. A violation of this rule may also result in your eviction. You will also be charged the cost of repair and replacement to restore the detector to good and working condition in compliance with State law if the detector is damaged or destroyed. Please refer to the Lease for more information.

4. **Bed Bugs.** Please refer to the Property Management Policies for the rules related to bed bugs.

5. **Water Beds & Other Heavy Objects.** No water beds, aquariums in excess of 10 gallons, pianos, organs, libraries or other unusually heavy objects are permitted in the apartment without the Landlord's written permission.

6. **Pets.** Please refer to the Property Management Policies for the rules related to pets on the property.

7. **Reasonable Accommodation.** If you need a reasonable accommodation for a disability, please complete the Reasonable Accommodation Form attached to the Lease or contact the landlord's office.

8. **Guests.** You are responsible for your guests and their conduct in your apartment while on the property. Please make sure your guest complies with these Rules. Guests are limited in the amount of time they may stay. Please refer to the Property Management Policies for more information.

9. **Garbage/Recycling.** You are required to dispose of your garbage in your apartment in a proper garbage receptacle. Do not allow it to build up around the rooms. Do not hoard personal property in such a way that would obstruct access to and from the rooms, create an unhygienic living condition, or otherwise put your safety at risk. Please recycle whenever possible. If there is a recycling policy applicable to your building, you are required to follow it. The leasing office will let you know if such a policy exists at the time you sign your Lease.

10. **Noise.** You must keep your TV, stereo, radio and musical instrument volumes and other noise low enough so that no noise can be heard from outside of the property and your next door apartment neighbor does not find it disturbing to their peaceful enjoyment. No noise from, including from your TV, stereo, radio and musical instruments, should be heard outside your unit before 7:00 am or after 10:00 pm. Please be considerate.

11. **Alterations.**

11.1 You cannot drive nails, screws or tacks into the walls or paint anything without the prior written approval of the Landlord.

11.2 You cannot change or repair any plumbing or light fixtures, doors, screens, fixture, wiring, walls, cabinetry, door locks, appliances or other equipment.

11.3 You cannot install awnings, window guards or security bars.

11.4 Under no circumstances can approved hangings under Section 11.1 exceed five (5) pounds in weight.

11.5 You cannot remove any energy or conservation devices like light bulbs and/or shower heads.

12. **Maintenance.** You are responsible for the cleanliness of your apartment and the maintenance of the appliances you have brought to the apartment. Regularly wash window sills and other areas that may collect moisture with soap and water to avoid the buildup of mold. Please review the Mold, Moisture and Your Home Brochure included with your Lease for more information. To standardize certain maintenance procedures and services, the Landlord has created a uniform schedule of charges and repairs for the repair of damage caused by the Tenant or a member of the household. Please review the Maintenance Charge Schedule included with your Lease for more information. Notify the leasing office immediately if you need something repaired or to report damage.

13. **Illegal Use of your Unit.** You cannot use the apartment or any other part of the Property, including the common areas, for anything illegal.

14. **Windows, Patios, Balconies and Doors.** Keep your door closed except when in use. This will help maintain the building's fire rating and ensure your privacy and safety. Do not use your exterior window sill or ledge for storing anything.

15. **Satellite Dishes and other Exterior Attachments to the Deck or Patio.**

15.1 You cannot install any wires, antennas, clothes lines, ropes or satellites anywhere on or in your apartment, its patio or deck (if any), or on or in the building anywhere else without the Landlord's prior written approval.

15.2 Do not use your patio, balcony or front porch railing for drying laundry or hanging things on ropes or other lines to dry.

15.3 Do not clutter or store things on your balcony or patio.

15.4 Do not carpet your patio or balcony.

15.5 Do not install air conditioning units in windows without the Landlord's consent. These can fall out and hurt people or damage property. Air conditioners must be requested in writing and installed by the maintenance staff.

15.6 No planters or flower pots larger than 14 inches wide can be on the patio or deck.

15.7 You cannot have large umbrellas on patio furniture on the deck or patio.

15.8 Seasonal decorations are permitted and encouraged but cannot violate City fire code or the CC&Rs. They must be removed within 30 days of the end of the seasonal or religious holiday.

A. FOR THE COMMON AREAS

1. **No Smoking.** No smoking is permitted anywhere on the Landlord's Property. Please refer to and follow the **Non-Smoking Policy** included with your Lease.

2. **Parking.** The Lease identifies whether you have assigned parking or whether parking is on a first-come first-serve basis. Only authorized parking is allowed on the Landlord's property. Authorized parking requires the display of a current parking sticker provided by the landlord. Visitors are not required to have a parking sticker but may only park in the spaces designated for visitors. Handicapped parking spaces are reserved for those with a permit to use those spaces. Vehicles cannot be repaired or stored in parking spaces or take up more than one space per car. Please refer to the Property Management Policies for more information related to the parking rules.

3. **Vehicles.** Only authorized vehicles are allowed on the Landlord's property. The vehicle must be in operable condition, registered, licensed and insured, and present no safety hazard or nuisance. For example, the vehicle cannot leak oil or gas, be excessively noisy when operating, or have broken or defective lights, windows or brakes. Please refer to the complete **Parking Policy and Procedure** attached to your Lease for more information.

4. **Key Card Entry.** If your building has a keycard access entry system, and you are a Cardholder, you must follow the rules of the **Keycard Addendum** attached to your Lease.

5. **Pets.** See above.

6. **Garbage/Recycling.** You are required to dispose of your garbage from your apartment to the common area garbage dumpster in a safe and sanitary manner. That means you can only toss it into the dumpster sealed in a bag and do not allow it to fall out around the garbage dumpster. Close the lid of the dumpster whenever possible. Please recycle whenever possible. If there is a recycling policy applicable to your building, you are required to follow it. The leasing office will let you know if such a policy exists at the time you sign your Lease. You cannot dispose of electrical equipment (for example, computers, TVs, batteries) in the community dumpsters.

7. **Laundry Facility.** If there is a common laundry facility on the Property, it is for resident use only. Do not let your friends use it and do not duplicate any keys for access to it. Follow the rules of use and the hours of operation, which are posted in a conspicuous place at the facility. Machines are used on a first-come first-serve basis. Do not use flammable materials or dyes in the machines and do not overload the machines. If the machine is rocking because of an uneven load, or an overloaded cycle, stop the cycle and either redistribute the load or take some laundry out. If the machine breaks or stops working, you will be responsible for any resulting damage.

8. **Grocery Carts.** Do not leave commercial grocery carts around the Property or bring them into your apartment. Not only is it a crime to remove the cart from the grocery store premises, but it is unsafe and unsightly for the rest of the residents. If

the landlord has to return the cart and there is a fee or fine assessed for the return of the cart or for a missing cart, it will be charged to you.

9. **Cleanliness.** Please keep the hallways, stairwells, pathways, walkways, driveways, the community room, parking spaces, access areas to and from the parking lots and public roads, the area around access gates and other exterior doors clear of clutter and other obstructions. Do not litter. Respect the area you live in. Put out your cigarettes in proper receptacles. Do not leave your cigarette butts on the sidewalks. You cannot store or keep personal items outside of your apartment, except in the patio or balcony area off your apartment (if any), but even in that case, it still requires the prior written approval of the Landlord.

10. **Yards.** If you have a yard, you are responsible for its upkeep. This means watering the grass, any other plantings that require water to survive, weeding, and the general upkeep needed to keep it in a good condition and pleasing to the eye of your neighboring residents. Seasonal vegetation, gardens and flowers are encouraged.

11. **Alcoholic Beverages.** Drinking alcohol is prohibited everywhere on the Property except in the resident's apartment.

12. **Bulletin Boards.** You may use the Resident Bulletin Board to post notices of activities and other information of interest to residents, but all postings must visibly and legibly identify your name, address, and the date of the posting somewhere on the posting. After 14 days or whenever the posting by its own terms has expired, the Landlord may remove your posting. Do not post anything obscene, unlawful, in violation of fair housing laws, or that would otherwise injure or annoy the other residents. Any such posting will be immediately removed by the Landlord. Posting anywhere else on the Property is prohibited.

13. **Community Rooms.** Use of a community room (if any) on the Property is available for resident sponsored activities only. You must sign up and reserve the room in advance of its use. If no one else has reserved the room for a specific time or use, it can be used on a first-come first-serve basis when accompanied by the required deposit (if any). Set-up and tear-down of the room is the responsibility of the

resident who reserved the room. The leasing office can provide you with more details.

14. **Dangerous/Flammable Materials.**

You cannot store, use or dispose of gas, oil or any flammable material or other hazardous material anywhere on the Property.

B. OTHER ISSUES

1. **Businesses.** You cannot run a business anywhere on the Property without the Landlord's approval.

2. **Complaints.** If you have a complaint about someone violating these Rules, submit it in writing to the leasing office.

3. **Deliveries.** Landlord is not responsible for accepting deliveries of packages, mail or other deliveries of any kind intended for a resident.



TACOMA HOUSING AUTHORITY

LEASE ATTACHMENT 9: GRIEVANCE PROCEDURE THA Form (#) CS-LSNG-100-9

1. PURPOSE

This “Grievance Procedure” explains Tacoma Housing Authority’s (“THA”) process for handling and reviewing Tenant Grievances. This procedure has been incorporated into all Tenant residential leases.

2. DEFINITIONS

- 2.1. A “Grievance” is any dispute that a Tenant has with THA regarding a THA action or inaction – involving the Tenant’s lease or a THA regulation – that adversely affects the Tenant’s rights, duties, welfare, or status.
- 2.2. A “Hearing Officer” is an impartial person that THA selects to hear a Grievance and render a decision with regard to the Grievance.
- 2.3. A “Tenant” is an adult person (other than a live-in aid) who signed the lease with THA. A Tenant may also be a person who lives in the unit and is the head of household of the family residing in the unit.
- 2.4. A “Resident Organization” includes a resident management corporation.

3. APPLICABILITY

This Grievance Procedure does not apply to disputes between Tenants that do not involve THA. Nor does it apply to disputes between Tenants and other third parties. And a Tenant may not use the Grievance Procedure to seek policy changes.

4. INFORMAL SETTLEMENT OF GRIEVANCE

When THA makes a decision that has a negative impact on a Tenant, the Tenant is entitled to challenge that decision in a formal hearing. The purpose of the formal hearing is to consider whether THA’s decision is in accordance with the law and THA policies.

However, before a formal hearing is scheduled, the Tenant must meet with THA to discuss the

Grievance informally and try to settle it without a hearing. If the Tenant does not like the proposed outcome of the informal meeting, he or she may then request a formal hearing. A tenant must participate in the informal meeting to receive a formal hearing.

To request an informal meeting, a Tenant must present their Grievance verbally or in writing to THA at its main office or at the office of the property where the Tenant lives.

If the Grievance involves a termination of tenancy or a termination of assistance the Tenant must present the Grievance within ten (10) calendar days of receiving a notice of termination. Tenants must present all other Grievances within a reasonable time from receiving notice of an adverse THA decision.

THA will arrange an informal meeting with the Tenant within ten (10) calendar days of being presented with a Grievance. The meeting will be held at a mutually agreeable time and THA will confirm the meeting in writing.

After the informal meeting, THA will prepare a written summary of the meeting within five (5) calendar days. THA will personally deliver or mail a copy of the summary to the Tenant and put a copy in the Tenant’s file.

The summary will specify (1) the names of the participants; (2) the date of the informal meeting; (3) the proposed outcome of the Grievance; and (4) the specific reasons for the proposed outcome. In addition, the summary will explain how the Tenant may obtain a formal hearing if the Tenant is not satisfied with the proposed outcome and will specify the deadline by which the Tenant must request a hearing.

This informal settlement procedure is not applicable to Grievances that are subject to the accelerated schedule (see Section 9).

5. PROCEDURE TO OBTAIN A FORMAL HEARING

If the Tenant is not satisfied with the proposed outcome of the informal meeting, the Tenant may seek a formal hearing.

5.1. Requesting a Hearing: The Tenant may submit a written request for a hearing to the main THA office or to the office of the property where the Tenant lives. The Tenant must do this within ten (10) calendar days of THA personally delivering or mailing the summary of the informal hearing to the Tenant. In its written request the Tenant must include the reasons for the Grievance.

When THA receives the Tenant's request, it will date the request and file it in the Tenant's file with a copy of the informal meeting summary and a copy of the original notice to the Tenant.

After the hearing, THA will place a copy of these documents, along with the written decision of the Hearing Officer, in the Tenant's file as well as in a separate Grievance hearing file.

5.2. Failure to Request a Hearing: If the Tenant does not request a hearing in the manner provided above, THA's decision will become final. The Tenant may still contest THA's decision in court, however.

5.3. Escrow Deposits: For Grievances involving the amount of rent THA claims is due, THA will not schedule a hearing until the Tenant pays into an escrow account the amount of rent THA claims is due as of the first of the month preceding the month in which the Tenant's act or failure to act that gave rise to the dispute occurred. The Tenant must also pay this amount each month into an escrow account until the Grievance is resolved by

the Hearing Officer. The Tenant may still contest the THA decision in court if he or she fails to comply with this requirement.

This requirement does not apply to Grievances involving a THA decision denying or limiting a Tenant's claim to a financial hardship exemption or a Tenant's claim that the THA has not correctly calculated the amount of imputed welfare income.

Payment and acceptance of deposits or subsequent payments will not constitute THA's waiver of any lease violation.

5.4. Scheduling a Hearing: If the Tenant satisfies the above requirements, THA will schedule a hearing for a time and place reasonably convenient to both the Tenant and THA. The Hearing Officer will give the Tenant and THA written notice of the time, place, and the procedures governing the hearing. This notice will be personally delivered to the Tenant, or sent by first-class mail, postage prepaid, properly addressed to the Tenant at his or her unit. The parties may agree in writing to a change in the schedule.

6. SELECTING A HEARING OFFICER OR HEARING PANEL.

THA will appoint a Hearing Officer(s) at THA's expense. The Hearing Officer must be someone other than a person who made or approved the THA action under review or a subordinate of such person.

THA will consult the Resident Organizations, if any, before choosing a Hearing Officer and will consider any comments or recommendations of the Resident Organization before choosing a hearing officer.

7. PROCEDURES GOVERNING THE HEARING

7.1. The Tenant will be afforded a fair hearing. This means the basic safeguards of due process will be provided, including:

7.1.1. Adequate notice to the Tenant.

7.1.2. The opportunity to examine, before the hearing, all documents, records, and regulations of THA that are directly relevant to the Grievance hearing. The Tenant will be allowed to copy any document at the Tenant's expense. THA may not use any document at the hearing that is not made available to the Tenant upon request.

- 7.1.3. The right to representation by counsel or any other person designated and arranged as Tenant's representative. (THA will not be responsible for the expense or arrangement of such representation.)
- 7.1.4. The right to a private hearing unless the Tenant requests a public hearing.
- 7.1.5. The right to present evidence and arguments, to dispute evidence relied on by THA, and to confront and cross examine all witnesses.
- 7.1.6. A decision based solely and exclusively upon the facts presented at the hearing.
- 7.2. The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue raised by the Grievance has been the subject of a decision in a previous proceeding that provided the Tenant procedural safeguards at least equal to those listed above.
- 7.3. If either the Tenant or THA fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five (5) business days.
- 7.4. Alternatively, the Hearing Officer may determine that the party that fails to appear has waived the right to a hearing. If that happens, both the Tenant and THA will be notified of the Hearing Officer's decision regarding waiver. A Tenant that has waived the right to a hearing may still contest THA's decision in court.
- 7.5. At the hearing, the Tenant must first make a showing of an entitlement to the relief sought and thereafter THA must sustain the burden of justifying its action or failure to act.
- 7.6. All hearings will be conducted informally by the Hearing Officer. This means that evidence that is pertinent to the facts and issues raised by the Grievance may be presented even if the evidence would be deemed inadmissible under the rules of evidence applicable in court.

The Hearing Officer will require all parties, witnesses, and spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to keep order may result in exclusion from the proceedings

and/or in a decision granting or denying the relief sought, as appropriate.

- 7.7. The Tenant or THA may arrange for a transcript of the hearing. The request for a transcript must be made in advance and the party making the request must pay for it. Any interested party may buy a copy of the transcript.

The Tenant may also request, in advance of the hearing, that THA audio record the hearing. THA will provide the Tenant with a copy of an audio recording so long as the Tenant pays for the expense of reproducing the recording.

- 7.8. The Housing Authority will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. Notices to visually impaired Tenants will be in accessible format.

8. DECISION OF THE HEARING OFFICER OR HEARING PANEL

- 8.1. The Hearing Officer will prepare a written decision within ten (10) business days after the hearing. Both the Tenant and THA will receive a copy. THA will place a copy in the Tenant's file as well as in a separate Grievance hearing file.
- 8.2. The decision of the Hearing Officer will be binding on THA unless THA's Board of Commissioners determines within a reasonable time and promptly notifies the Tenant in writing of its determination that:
 - 8.2.1. The Grievance does not concern a THA action that adversely affect the Tenant's rights, duties, welfare or status; or
 - 8.2.2. The decision of the Hearing Officer is contrary to (1) applicable federal, state or local laws; (2) the United States Housing Act of 1937, as amended; (3) Department of Housing and Urban Development regulations and requirements; (4) THA's own regulations and policies; or (5) the Annual Contributions Contract in effect on the date of the hearing.

- 8.3. A decision by a Hearing Officer that denies the relief requested by the Tenant in whole or in part – or a determination by THA’s Board of Commissioners under this section – will not constitute a waiver of any rights the Tenant has to an action in court or to any judicial review.

9. ACCELERATED HEARING PROCEDURE

The accelerated schedule outlined below will apply if the Grievance challenges an eviction or tenancy termination that involves: (i) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or THA employees; or (ii) any drug-related criminal activity on or near THA premises.

This accelerated schedule provides the same due process protections as a normal Grievance Procedure, but on a faster schedule.

- a. Right To Request A Hearing: After THA provides the Tenant with notice that THA is evicting or terminating a tenancy for conduct that falls within the scope of this section, the Tenant must, by 4:30 p.m. Pacific time on the second business day after the earlier of THA’s personal delivery or posting of the notice on the premises (and deposit of the notice in the US Mail), present his or her Grievance in writing, to the main THA office or to the office of the property where the Tenant lives and request an accelerated hearing. The Grievance must set forth: (1) the nature of the Grievance, and (2) the relief sought. The eviction or termination notice will explain these deadlines and requirements to the Tenant. A copy of this Grievance Procedure will also be provided to tenants with the eviction or termination notice.

If the Tenant does not follow the requirements in this subsection, THA’s decision will become final. However, the Tenant’s failure to request a hearing will not constitute a waiver by the Tenant of the right to contest THA’s action in court.

- b. Scheduling the Hearing: Upon receipt of a written request for an accelerated hearing, THA will immediately appoint a Hearing Officer pursuant to Section 6. The Hearing Officer will schedule such hearing between 9:00 a.m. and 3:00 p.m. no later than the fifth business day after the Hearing Officer receives the request for an accelerated hearing from THA. The Hearing Officer will

promptly notify both THA and the Tenant of the date, time, and place of the hearing. The Hearing Officer’s notice will also plainly state that no postponements will be permitted unless agreed to by both parties in writing.

- c. Informal Settlement Conference: The Tenant may also request an informal settlement conference in his or her request for an accelerated hearing. If requested, the informal settlement conference will be held within 24 hours of the request; provided that such time may be extended by mutual agreement of Tenant and THA so long as the informal settlement conference does not delay the Grievance hearing. If an informal settlement conference is held, the THA official taking part in the meeting will prepare a written summary of the meeting, including the information set forth in Section 4.

Completing an informal settlement conference is not a prerequisite to the accelerated hearing and nothing related to the informal settlement conference will be a reason or basis to delay or postpone the accelerated hearing.

- d. Procedures Governing the Hearing: The procedures in Section 7 will govern during the accelerated hearing.
- e. Decision of the Hearing Officer: The Hearing Officer will provide a written decision to all parties on the same day as the accelerated hearing concludes. As soon as the written decision is finalized, the Hearing Officer will provide copies to both THA and the Tenant.

All other provisions in Section 8 regarding the Hearing Officer’s decision apply to the Hearing Officer’s decision in an accelerated hearing.

- f. Miscellaneous: All other provisions of this Grievance Procedure will apply within the accelerated schedule, adjusted as necessary to conform to that schedule.

10. PRE AND POST ADVERSE ACTION GRIEVANCE PROCESS

10.1. In general, due process requires THA to provide Tenants with an opportunity to use this Grievance Procedure prior to THA's implementation of an adverse action that triggers the right to the process. In most cases, THA will not implement the adverse action until the time for the Tenant to request a Grievance hearing has expired and (if the Tenant timely requests by the Tenant) the Grievance process has been completed.

10.2. However, the United States Supreme Court has held that where there are "extraordinary circumstances" (an emergency) public benefits may be terminated prior to an opportunity to contest the decision. In general, extraordinary circumstances may exist if the adverse action is (1) necessary to secure an important governmental or general public interest; (2) there is a special need for very prompt action; and (3) the prompt action is taken under standards narrowly drafted to justify a particular instance. This policy is intended to set forth such standards.

It is THA's policy that a Tenant's criminal drug activity or other criminal conduct may in unusual situations constitute an extraordinary circumstance warranting THA's termination of the Tenant's housing benefits prior to the completion of the Grievance Procedure. A suspicion a Tenant has engaged in criminal drug activity or other criminal conduct will not in and of itself be an "extraordinary circumstance."

Among the factors THA will consider to determine whether extraordinary circumstances exist are: (1) the nature of the alleged drug use or other criminal conduct; (2) strength of the evidence establishing the Tenant's responsibility for such conduct; (3) the risk to other Tenants, THA staff or its portfolio arising from the conduct and from the Tenant's continuation of housing benefits; (4) whether the Tenant was arrested and/or charged with criminal conduct; and (5) other individually appropriate considerations. The decision to employ this exception and terminate a Tenant's housing benefits prior to hearing can only be made by the Housing Authority's Executive Director.

In such extraordinary circumstances, THA may implement an adverse action before the Tenant has the right to request or use this Grievance Procedure. In those cases, THA will provide the Tenant with this Grievance Procedure as soon as the extraordinary circumstances permit.

The notice of proposed adverse action will inform the Tenant of the right to request a Grievance hearing and whether the procedure will be available pre or post implementation of the adverse action.

11. PROCESS FOR CHANGING GRIEVANCE PROCEDURE

From time to time it may be necessary to change the procedures as described herein, whether by federal regulatory requirement or by Housing Authority determination. Whenever it is determined that the Grievance Procedure needs to be change, the Housing Authority will afford each Tenant and Resident Organization the right to comment. The Housing Authority will give the Tenants and the Resident Organizations thirty (30) days' notice setting forth proposed changes and offer them an opportunity to present written comment. Subject to requirements of this Grievance Procedure, comments submitted will be considered by the Housing Authority before adoption of any new Grievance Procedure.

RENEW TACOMA HOUSING, LLLP

LEASE ATTACHMENT 10: RAD PBV LEASE RIDER

Form (#) CS-LSNG-100-10

A. Termination Notification. HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257, related to owner termination of tenancy and eviction, as modified by the waiver in Section 1.6(C)(3) above, the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:

1. A reasonable period of time, but not to exceed 30 days:
 - If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - In the event of any drug-related or violent criminal activity or any felony conviction.
2. 14 days in the case of nonpayment of rent; and
3. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

B. Grievance Process. HUD is incorporating additional procedural rights to comply with the requirements of section 6 of the Act.

For issues related to tenancy and termination of assistance, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will waive 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

1. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi), an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a PHA (as owner) action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
 - For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program.
 - For any additional hearings required under RAD, the PHA (as owner) will perform the hearing.
2. An informal hearing will not be required for class grievances or to disputes between residents not involving the PHA (as owner) or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA (as owner) or contract administrator.
3. The PHA (as owner) give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
4. The PHA (as owner) provides opportunity for an informal hearing before an eviction.

RENEW TACOMA HOUSING, LLLP

LEASE ATTACHMENT 11: MAINTENANCE CHARGE SCHEDULE

Form (#) CS-LSNG-100-11

In order to standardize charges to tenants for similar maintenance services, this uniform schedule will be used. All other charges not included in the schedule will be based upon the actual cost of materials plus labor at the current labor pay rate.

Tenant shall pay reasonable charges (as outlined herein) for the repair of damages to the dwelling unit or to the project (including damages to buildings, facilities, or common areas) caused by the tenant, a member of the household or a guest; whenever repair or replacement is necessitated for reasons other than normal wear and tear.

In cases where the cost of repair is greater than the cost of replacement, the replacement cost will apply. In instances where items have an established life cycle, the tenant will be charged for the unused portion of the life cycle.

Whenever referred to in this schedule, "Actual Costs" will be the actual cost of materials and labor needed to repair or replace each item. Labor charges will be assessed for the estimated time worked, unless otherwise specified. The minimum time charged for work completed during normal business hours will be one-quarter of an hour. Any repairs required after normal working hours will have a minimum charge of (2) hours at the current over-time rate, whenever damages are due to reasons other than normal wear and tear.

Current Labor Pay Rate: \$30.50 per Hour

After Hours (Over-time) Labor Pay Rate: \$45.75 per Hour

I. CHARGES FOR EXTRA PAINTING, CLEANING AND WALLPAPER OR DECAL REMOVAL

A. Extra Painting Charge

Where the need for painting all or part (including 'touch up') of a unit exists within a two-year charge period, due to reasons other than normal wear and tear, the tenant will be charged a pro-rated share based on the following chart. The prorated cost will be based on the unexpired portion of the painting cycle calculated to the nearest quarter year. In cases of severe damage, actual costs will be charged to the tenant and justification of the costs will be attached to the work order.

Charge Schedule for Painting

Does not include cost of materials

Months Occupied	0-12	12-18	18-24	24-30	30-36	36+
Percent Payable by Tenant	100%	80%	60%	40%	20%	0%
Living Room	\$120	96	72	48	24	0
Bedroom	\$75	60	45	30	15	0
Dining	\$75	60	45	30	15	0
Kitchen/Utility	\$125	100	75	50	25	0
Bathroom (full)	\$95	76	57	38	19	0
Bathroom 3/4	\$70	56	42	28	14	0
Bathroom 1/2	45	36	27	18	9	0
Halls	\$95	76	57	38	19	0
Stairwells	\$145	116	87	50	29	0
Studio	\$120	96	72	48	24	0
Laundry	\$95	76	57	38	19	0
Walk-in closet	\$50	40	30	20	10	0
Storage	\$35	28	21	14	7	0

B. Extra Cleaning Charge (Wall Washing/Painting Pre-Clean/Removal of Decals/Prep)

Wall Washing/Pre-Clean: Per Wall	Charge
Standard	\$10
Excessive	\$30

C. Cleaning of Appliances: Based on 2 hours per appliance

Cleaning	Charge
Standard	\$45
Excessive	\$85

D. Extra Cleaning-Janitorial

Any charges for janitorial work, necessitated by reasons other than normal wear and tear that are not covered in the authority’s schedule, will be based on the actual maintenance time involved at the current labor pay rate.

Cleaning

	Standard	Excessive
Studio	150	275
1 Bed	175	300
2 Bed	200	325
3 Bed	225	350
4 Bed	250	375
5 Bed	275	400

Sanitize (Wipe Down)

Studio	65
1 Bed	85
2 Bed	105
3 Bed	125
4 Bed	145
5 Bed	165

II. CHARGE SCHEDULE FOR GLASS REPLACEMENT

Window glass replacement charges will be based on the actual cost of the glass plus the cost of the labor required for the replacement. If replacement is performed by a 3rd Party Contractor, tenant will be charge the estimated cost assessed by contractor.

III. CHARGE SCHEDULE FOR BLINDS REPLACEMENT AND CLEANING

When authority supplied blinds must be cleaned, the tenant shall be charged an amount equal to the amount the authority incurs in cleaning the drapes.

When authority supplied blinds must be replaced, costs charged to the tenant for blinds replacement will be based on the replacement cost of the blinds and a pro-rated life cycle of six years.

IV. CHARGES FOR DAMAGE TO DWELLING EQUIPMENT (Ranges, Hot Water Tanks, Heaters, etc.)

Because of the great variety of replacement parts and variations in the extent of damages that are possible, all charges for damages to dwelling equipment will be based on the actual cost of the part(s) needed for the repair and the estimated labor involved at the current labor rate.

V. CHARGES FOR DAMAGE TO BUILDINGS AND FIXTURES

For each incident, the total charge to repair the damage will be based on the total costs of the material and estimated labor required to repair the damage. All labor charges will be calculated using the current pay rate. Example of charges for damages within this category include glass replacement for light fixtures, floor tiles, holes in the wall, damage/defaced doors, jam, etc...

VI. CARPET/FLOORING REPLACEMENT SCHEDULE

Below is a schedule that will be used to determine if you will be held responsible for the replacement of the carpets in your unit. Charges can be for entire unit or individual rooms

Percent Charged Based on Number of Years Occupying

0-1 year	1-2 years	2-4 years	4-6 years	6-8 years	8+ years
100	80%	60%	40%	20%	0%

VII. MISCELLANEOUS ITEMIZED CHARGES

Charges listed below **do not** include the cost of materials. Cost of materials will be exact cost that The Landlord has been assessed. The miscellaneous itemized charges listed below do not represent all possible charges that a tenant could be charged for, instead this details some of the most common occurrences that a tenant would be charged. Items not listed on this section will be charged based on the estimated amount assessed by the technician. Please note: the charges listed are for work performed during **regular business hours**, work performed after-hours will be calculated on the over-time/after-hours labor pay rate. See chart on following page for detail of miscellaneous charges.

VIII. CONSUMABLES

There is **no charge** to tenants for routine maintenance, battery replacement, or the replacement of Smoke Detectors or combination Smoke/CO Detectors. There is also **no charge** for the replacement of light bulbs (standard and fluorescent). The Landlord is **not** responsible for the replacement of light bulbs for fixtures not attached to the unit (i.e. lamps, flashlights, etc.).

Instances where tenant damage, neglect, or tampering has occurred, the tenant shall be charged the labor associated with repair/replacement and the materials needed. Additionally, the tenant will be provided a lease violation for each occurrence.

IX. METHAMPHETAMINE REMEDIATION

The Landlord tests all units for methamphetamine contamination when the Landlord suspects there is use, storage, manufacture or distribution of methamphetamine in the unit. If a unit tests positive, The Landlord is required to remediate the unit. Tenants who are found responsible for the contamination will be charged for the remediation costs based on the actual per square footage that needs to be remediated. Below is an example of the calculations we use.

Cost Per Square Foot: \$24
Example: 1054 sq. ft. unit x 24 per sq. ft. = \$25,296

SERVICE	WHEN CHARGED	CHARGE
KEYCARD	Any case where a new keycard is required.	\$25 each
Removal of tenant property to a dump	All cases when property is left by tenant for removal (does not include garbage/items left for pick-up on scheduled garbage days). *All labor will be calculated based on current labor pay rate including loading and transport.	Tenant will incur the exact cost assessed by the City of Tacoma for the removal of tenants' property.
Toilet, sink, tub, stoppage	All instances where tenant is responsible.	\$30
Lawn Maintenance	Whenever a non-exempted tenant does not cut and rake grass, and the work is completed by The Landlord.	\$75
Rescheduling pest control services	When tenant is not properly prepared for extermination services.	Costs assessed by contractor will be forwarded to tenant.
Storage of abandoned items	When a tenant has abandoned their unit and items were left behind. By law The Landlord must store items for a minimum of 45 days.	Costs assessed by storage facility will be forwarded to tenant
Lock Out	All instances where assistance is rendered.	\$25
Change Lock	All occasions when requested by tenant, or as a result of failure to return unit keys and/or lost key.	\$25 per lock

*Charges do not include cost of materials



TACOMA HOUSING AUTHORITY

LEASE ATTACHMENT 12: REQUEST FOR REASONABLE ACCOMMODATION THA Form #CR-10(1)

To: THA staff who are disabled, or job applicants, people who use or apply to use THA housing or services who are disabled:

If you are disabled and would like to ask THA for an accommodation or modification of a housing unit to help with a disability, please fill out this form. It will help THA understand your request and respond to it. The form has four pages. Use extra sheets of paper if you need more space.

If you would like help with this form or with making your request, you may speak with any THA staff person. He or she will direct you to the right person. When you are done, give the form to any THA staff person. You can also send the form to:

**Civil Rights Compliance Auditor
Tacoma Housing Authority
902 South L Street
Tacoma, WA 98405
(253) 682-6212
Fax (253) 627-2606**

To help THA understand your request and respond to it, THA staff will probably need to speak with you. THA may also need information from a health care provider or other persons who can explain or verify your needs. For this purpose, this form asks you to list these persons and allow them to share some limited information with us. We may also ask you for information directly.

If you have any questions or concerns, you may contact THA's Civil Rights Compliance Coordinator at the address or phone number listed above.

THA will try to respond to your request within twenty (20) working days from receiving it.

Thank you.

The Tacoma area has a few other agencies that may help you make your request or help you if you are not satisfied with THA's response. Their names, addresses and phone numbers are listed on the attached piece of paper. Their services are free. THA will gladly work with them or any other representative you may choose.



THA is committed to equal opportunity. It does not unlawfully discriminate on the basis of race, color, national origin, religion, gender, disability, age, familial status, marital status, sexual orientation, veteran or military status, or gender identity.



THA will reasonably accommodate the needs of disabled persons. THA has units accessible to persons with disabilities. It will also reasonably modify units as necessary to meet the needs of disabled persons.

THA's Civil Rights Compliance Auditor is responsible for coordinating THA's compliance with the law. He or she can be reached at (253) 682-6212.

Name of person(s) for whom accommodation/modification is sought

Date of Request

Address

Telephone Number

Requester Status

- | | | |
|------------------------------------------------|------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> THA Employee | <input type="checkbox"/> Job Applicant | <input type="checkbox"/> Applicant for HOP |
| <input type="checkbox"/> Applicant for Tenancy | <input type="checkbox"/> Applicant for Voucher | <input type="checkbox"/> Voucher Holder |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> HOP Subsidy Holder | <input type="checkbox"/> Other |

1. I am disabled.

2. My disability affects or limits my activities in the following ways.

3. I need the following accommodation or modification because of my disability. If requesting an extra bedroom for medical equipment storage or live-in caregiver needs, please describe in the space provided below.

Request for Reasonable Accommodation (cont.)

4. I need this accommodation or modification for the following reasons.

--

5. Authorization for Release of Information

I have asked the Tacoma Housing Authority (THA) to accommodate my disability. The following people or agencies I list below have information that would help verify my disability and explain why I need the accommodation/modification that I seek. I give them permission to share this information with THA. This permission is good for ninety (90) days from the date I sign this. I can also withdraw this permission at any time.

Requester / Representative Information:

Signature

Date

Print Name

Address

Phone Number

Request for Reasonable Accommodation (cont.)

If requester or a representative does not sign this form, THA staff will state the reason below. He or she will also fill out the form as a written record of the request, using available information. If possible, staff should read it back to requester to make sure it is accurate.

Reason why requester or representative did not sign (check all that apply):

- Requester or representative refused to sign
- Requester or representative submitted request by separate writing (attached)
- Requester or representative could not make arrangements to sign
- Other reason:

THA Staff Signature

Date

Print Name

Copy to THA's Civil Rights Compliance Auditor



TACOMA HOUSING AUTHORITY



NOTICE OF NONDISCRIMINATION AND ACCOMMODATION



The Tacoma Housing Authority (THA) complies with laws that protect people from discrimination. These laws protect THA staff, people who apply for THA jobs, and people who receive or apply to receive housing or other services from THA. THA takes these laws seriously.

Nondiscrimination

THA will not unlawfully discriminate against anyone because of:

<i>Race</i>	<i>Color</i>	<i>National Origin</i>	<i>Sexual Orientation</i>
<i>Religion</i>	<i>Gender</i>	<i>Disability</i>	<i>Gender Identity</i>
<i>Age (over 40)</i>	<i>Marital status</i>	<i>Familial Status (having minor children)</i>	
<i>Ancestry</i>		<i>Veteran (honorably discharged) or Military Status</i>	

Reasonable Accommodation or Unit Modification for Disabled Persons or Tenants

THA will reasonably accommodate the needs of disabled persons. Please ask for help if you are disabled and for that reason need help doing a THA job, complying with your THA lease, or using our services. Perhaps you need us to modify a rule, alter your job duties, change your THA apartment, or change how we communicate with you. If so THA will try to accommodate you. To do that, we must determine (i) that you are disabled, (ii) that you need the accommodation because of your disability, (iii) that it would not cause THA an undue burden or cost, and (iv) that it will not fundamentally alter your essential job functions or THA's programs. To ask for help, contact any THA staff person.

No Retaliation

THA will not unlawfully retaliate against anyone because they in good faith exercised their rights.

If You Need Help

If you think THA has broken these laws or has not done as well as you expect, we would like to hear about it. You can tell any THA staff. You can get a complaint form at our offices. You can also call:

THA Civil Rights Compliance Auditor

902 South L Street, Tacoma, WA 98405

253-682-6212 • Fax 253-207-627-2606 • TDD (800) 545-1833 ext 249

civilrights@tacomahousing.org • www.tacomahousing.org

The following agencies may also help you. Their services are free.

TACID 6315 South 19 th Street Tacoma, WA 98466-6217 (253) 565-9000 PHONE (253) 565-5445 TTY	CLEAR (Coordinated Legal Education, Advice & Referral) 1-888-201-1014 (toll free) 1-888-201-9737 TTY 1-888-387-7111 (People age 60 and over)(toll free)
FAIR HOUSING CENTER OF WASHINGTON Suite 250, 1517 South Fawcett Tacoma, WA 98402 (253) 274-9523 PHONE (253) 572-4348 FAX	CITY OF TACOMA HUMAN RIGHTS & HUMAN SERVICES DEPARTMENT Room 836, 747 Market Street Tacoma, WA 98402-3779 (253) 591-5151 PHONE (253) 591-5050 FAX



TACOMA HOUSING AUTHORITY

NOTICE & CONSENT FOR RELEASE OF INFORMATION – CREDIT REPORTING THA Form CS-ABLD-01

Purpose: In signing this Notice and Consent for Release of Information – Credit Reporting (this “Consent Form”), you are authorizing the Tacoma Housing Authority (THA) to disclose your personally identifiable information and rental payment information to Experian RentBureau. Experian is a credit reporting agency. If you regularly pay your rent on time and in full, THA would like to report that to Experian. That will improve your credit rating.

Authority for Prohibiting the Release of Personally Identifiable Information Without Applicant’s/Tenant’s Consent: Section 6 of the Housing Act of 1937, the Privacy Act of 1974, 5 U.S.C. § 552a (Privacy Act), The Freedom of Information Act (FOIA), 5 U.S.C. § 552, and Section 208 of The E-Government Act are the primary federal statutes that limit the disclosure of information about public housing residents and recipients of assistance under the Housing Choice Voucher program. In addition, under 48 CFR Subpart 1524.1 and 24 CFR 5.212, HUD grant recipients and contractors must comply with the Privacy Act and all other provisions of Federal, State and local law with respect to the collection, maintenance, use and dissemination of personally identifiable information. These Federal laws require that personally identifiable information be safeguarded and protected against disclosure, absent an exception under the Privacy Act or the consent of the applicant or tenant.

Who Must Sign the Consent Form: In order for THA to report your rental payment information to Experian, each person who signs the lease to your unit must sign this Consent Form. This Consent Form is applicable to applicants and tenants of HUD-funded or assisted properties.

Penalties for Misuse of Your Personally Identifiable Information: The Privacy Act provides, in pertinent part: (a) any person who knowingly and willfully requests or obtains any covered record concerning an individual under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000 (5 U.S.C. 552a(i)(3)); and (b) a person who falsely or fraudulently attempts to obtain records under the Privacy Act may also be subject to prosecution under such other criminal statutes as 18 U.S.C. 494, 495 and 1001.

Consent: I have read and understand the information contained in this Consent Form regarding the purposes and uses of my personally identifiable information, and I consent to the release of my personally identifiable information for these purposes and uses.

{{TableStart:AdultList}} {{First_Name}} {{TableEnd:AdultList}} Date
{{Last_Name}} Signature

Consent: I have read and understand the purpose of this Consent Form and its uses, and I understand that misuse of the information to be released under this Consent Form may lead to personal and/or criminal penalties to me.

Tacoma Housing Authority Representative

Title

Tacoma Housing Authority Representative

Date

Get “credit” for paying your rent on time

We're an Experian RentBureau community



We believe that our residents should get credit for managing the payments for the place they call home. That's why we've partnered with Experian RentBureau to include positive rental payment data in Experian credit reports.

"In the long run, having a two-year excellent credit line for my rental payments will add value by helping me to potentially receive lower interest rates on a mortgage and car and consumer loans."

— B. Scott, multifamily resident

In the past, only negative rental payment data, such as rental collections, was reported to credit reporting agencies. Therefore, your on-time rental payments never were included in credit reports — unlike credit card, mortgage and car payments, which help build credit history when paid on time.

The addition of positive rental payment data in Experian credit reports can be a tremendous benefit to anyone who rents, especially non-credit-active, cash-based consumers.

We recognize the value of having a positive rental payment history, and we want to provide our residents with this unique opportunity to get credit for their on-time rental payments.

Answers to common questions about rental payments on your credit report

What information is reported to Experian RentBureau?

Experian® RentBureau® receives updated rental payment data every 24 hours from property management companies and

electronic rent payment processors across the nation. The positive, paid-as-agreed rental payment data reported to Experian RentBureau is incorporated within Experian credit reports.

What type of rental payment information is on my Experian credit report?

Only positive rental payment history reported to Experian RentBureau has been added to your Experian credit report. If available, the 25 most recent months of rental payment history information will be displayed. Negative rental payment information on a credit report, such as a collection account, already is reported to credit reporting agencies through collection agencies.

Will my rental payments affect my credit score?

Your rental payment information will be included as part of your standard credit report and may be incorporated into certain credit scores, such as VantageScore® and Experian's PLUS Score.® For more information on VantageScore, please visit www.experian.com/getyourvantagescore.

Can I build my credit history by paying my rent on time?

Yes. The inclusion of positive rental payment history within Experian credit reports allows you to establish or build credit history through timely rental payments.

How will my apartment lease appear on my credit report?

Your apartment lease will appear on your credit report as a tradeline that describes your account status and activity. The tradeline will display your rental payment history on the lease for the past 25 months, if available, and will include additional information, such as the date opened, monthly payment amount and recent payment. The rental tradeline is reported as an "Open" portfolio type, defined as an account that must be paid in full each month.

How will my information be used?

The Fair Credit Reporting Act (FCRA) regulates the Experian RentBureau database and the Experian consumer credit database. The FCRA is federal legislation that strictly governs the actions of credit reporting agencies and lists the permissible purposes for obtaining access to the information held by credit reporting agencies. With the exception of you getting your own report, access is restricted to businesses or government agencies that meet the permissible purpose requirements.

How will lenders use my rental payment information?

Lenders may consider your rental obligation when determining your ability to repay new debt. There are many kinds of credit scores and many different underwriting practices that are used

by lenders for various types of lending, such as auto loans, mortgages and credit cards. Each credit grantor decides what standards you must meet for it to grant you credit.

What should I do if I find an error or encounter a problem with my credit report?

All disputes are processed by Experian's National Consumer Assistance Center. If you have a dispute or a concern, you can call Experian toll-free at 1 888 EXPERIAN (1 888 397 3742) or you can access a dispute form online at www.experian.com/disputes/main.html.

Request a copy of your personal credit report directly from Experian and review it carefully. If you find an error, simply dispute the information immediately online or call or write to Experian following the instructions provided with your report.

Upon receiving your dispute, Experian's National Consumer Assistance Center will investigate, either resolve or affirm the dispute, and send you the results of the investigation. This process can take up to 30 days from the date the dispute is received.

Where can I find out more about credit reports and scores?

To learn more about building credit history through rental payments, please visit www.experian.com/buildcredithistory. For additional information about your credit report, including how to obtain a copy of your credit report and how to manage your credit scores, please visit Experian's credit education page at <http://www.experian.com/credit-education/credit-information.html>.

About Experian RentBureau

Experian RentBureau is the largest and most widely used database of rental payment information and currently includes information on more than 12 million residents nationwide. Property management companies and electronic rent payment processors report rental payment data directly and automatically to Experian RentBureau every 24 hours. This detailed rental payment information enables organizations to make better informed decisions. Property management companies utilize this data to screen new rental applicants' payment history as part of their existing resident screening services.

Experian is the first and only major credit reporting agency to incorporate the positive rental payment data reported to Experian RentBureau in consumer credit reports, enabling residents to build credit history by paying rent responsibly.

To learn more about Experian RentBureau, visit www.experian.com/rentbureau.

For renters interested in building credit history through rental payments, please visit <http://www.experian.com/rentbureau/rental-payment.html>.

Experian
475 Anton Blvd.
Costa Mesa, CA 92626
www.experian.com/rentbureau

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TACOMA HOUSING AUTHORITY

Client ID
ACCOUNT CLIENT APPLICATION NUMBER

CONSENT TO RELEASE OF CONFIDENTIAL INFORMATION

THA Form (#) CS-EDUC-01

The Family and Educational Rights and Privacy Act (FERPA) and state laws require Tacoma School District (TPS) to obtain written consent from a parent/legal guardian or a student 18 years of age or older before sharing educational records or information contained within educational records with third parties. Except TPS does not need consent to share this information in the following cases:

To other schools to which a student seeks or intends to transfer	To accrediting organizations
To specified officials for audit or evaluation purposes	To appropriate officials in cases of health and safety emergencies
To appropriate parties in connection with a student's application for financial aid	To state and local authorities, within a juvenile justice system, pursuant to specific State laws; and
To organizations conducting certain studies for or on behalf of the school;	Directory information to the extent that it is kept by the Tacoma School District, unless the student at issue has been identified as an "opt out" during the annual FERPA notification process
When necessary to comply with a judicial order or lawfully issued subpoena	

Federal and State confidentiality laws and regulations also require the Tacoma Housing Authority (THA) to obtain written consent from a parent/legal guardian or an adult student (a student 18 years of age or older) before sharing housing records or information contained within housing records with third parties.

I am the parent/legal guardian of the student identified below (or I am the adult student identified below):

	Students' Names: First	Middle	Last	Date of Birth (DD-MM-YYYY)
1.				__-__-____
2.				__-__-____
3.				__-__-____
4.				__-__-____
5.				__-__-____
6.				__-__-____
7.				__-__-____
8.				__-__-____

I consent to TPS sharing the following educational records or information contained within educational records with THA for the purposes of monitoring my child's progress at school and to design, implement and evaluate programs offered by THA and TPS:

Student name	Student State Student Identification Number	Student address
Student date and place of birth	Student Post-high school plans	Current and past assessment records and test scores
Dates of attendance	Types of awards and degrees received	Attendance records
History of truancy	Discipline records	Current and past grades
Participation in officially recognized activities and sports	College Bound Scholarship enrollment status	Participation in special programs (e.g, ELL, Special Ed. Highly Capable)

I further consent to THA sharing my child's housing records with TPS.

I understand that such consent allows TPS and THA to share verbal or written information regarding my child(ren). I understand that THA and TPS will use these education records to monitor my child's academic progress and to design, implement and evaluate programs to help children do better in school. I understand that they will share this information with research consultants. THA, TPS and the research consultants will not further share my child's educational records to anyone else without my written permission.

I may revoke or withdraw this release at any time in writing. If I do that THA and TPS will stop sharing any further information about my child, unless an exception listed above applies to allow it. Doing that will not affect any information already shared.

Parent/Legal Guardian Printed Name: _____

Parent/Legal Guardian Signature: _____

Date: _____