



TACOMA HOUSING AUTHORITY

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:

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:

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 _____ 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.

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.

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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.

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7.5.5 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.

7.5.6 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.

7.5.7 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:

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:

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 twenty-one (21) 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.

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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.

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 and RCW 59.18.060. 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 r

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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, 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;

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(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.

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.

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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.

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.

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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):

- Attachment #1:
Initials Initials HUD Tenancy Addendum
- Attachment #2:
Initials Initials WSHFC Lease Rider
- Attachment #3: THA
Initials Initials Participant Obligations Form
- Attachment #4: THA
Initials Initials Non-Smoking Agreement
- Attachment #5: THA
Initials Initials Accessible Unit Addendum
- Attachment #6: THA
Initials Initials Keycard Addendum Form
- Attachment #7: THA
Initials Initials Pet Agreement
- Attachment #8: THA
Initials Initials Mold & Mildew Notice to Residents

(b) Policies & Procedures:

- Attachment #9: THA

- House Rules
- Attachment #10: THA
Grievance Procedure
- Attachment #11:
RAD PBV Lease Rider
- Attachment #12: THA
Maintenance Charge Schedule
- Attachment #13: THA
Request for Reasonable
Accommodation Form

The following Attachments #14 – #16 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:

- Attachment #14: THA
Property Management Policies
- Attachment #15: Salishan Only
CC&Rs
- Attachment #16: Salishan Only
Articles & Bylaws

(c) Property Information & Disclosures:

- Attachment #17: THA
Contamination Disclosure
- Attachment #18: THA
Lead Based Paint Brochure
- Attachment #19: THA
Emergency Relocation Plan
- Attachment #20: THA
Emergency Evacuation Plan
and Routes

SIGNATURES

_____ Date

LANDLORD

_____ Date