

HOUSING AUTHORITY CITY OF KENNEWICK (KHA)
ENGLISH

DWELLING LEASE

DWELLING LEASE # _____
Unit Bedroom Size: _____

PROJECT NUMBER: **WA12-**
Sunnyslope: 12-1 / Keewaydin: 12-4

ADA Unit: Yes No

Type of ADA Unit:

100% ADA Sight Impaired: Hearing Impaired: Sight & Hearing:
 ADA & Sight Impaired: ADA & Hearing Impaired:
 Tenant Qualifies For ADA Unit: Yes No

PHA, relying upon Tenant’s representation as to Tenant’s household composition, income, and need, hereby Leases to the Tenant upon the conditions hereinafter provided, the unit or residence located at _____, **Kennewick, WA, 99336** Project **WA12-** premises). The Tenant family, composed exclusively of the household members listed below, must occupy the premises exclusively as a private dwelling and as their only residence and must not use or permit its use for any other purpose.

Name	Relation to Head Of Household	Sex M/F	Birth Date	Social Security Number	Vehicle License Number	Parking Permit Number	Driver’s License Number	INS Status

*PHA will only document family member INS status for program eligibility only on this application.
 Tenant shall have the right to occupy the premises during the period from _____ to commencement of the Lease term on the terms and conditions set forth herein upon payment of \$_____ as rental for the month until the beginning of the Dwelling Lease term. This Dwelling Lease term will begin on _____, and be for one year. **The Lease will then be renewable “automatically” for another one-year period,** unless terminated or modified according to the terms and conditions of this Lease and/or law.
 Tenant can select the rental amount based on two options: (1) **“Income-based” Rent** – This is based on the amount of income and related information Tenant provides, with a **Minimum Rent of \$ 50.00 per month**; or (2) **“Flat Rent”** – This is based on the PHA-determined Flat Rent for a particular unit. A Tenant who has selected “Flat Rent” may request a change to “Income-based Rent” if circumstances occur creating a hardship that would be alleviated by reducing the rent. **If the “flat rent” is selected, the PHA does not pay any utility reimbursement.** A Tenant whose rent is changed from Flat Rent to Income-based would then remain under the Income-based calculation until the next Annual Review. The Tenant may also change rent calculation methods in connection with Tenant’s annual recertification. A Tenant who is paying the **\$ 50.00 Minimum Rent** and becomes unable to do so may ask that the rent be suspended because of a recognized hardship.

The rental charge includes minimum water, sewage disposal, and garbage collection. If PHA is to supply heat or hot water per the current Schedule of Utilities, PHA will do so as specified by law. PHA will not, however, be

liable for failing to supply any of the above services for any cause outside its control. PHA's responsibilities are further outlined in Section 9 of this Dwelling Lease.

Tenant is responsible for supplying heat; Tenant must do so as to prevent damage to the premises. If, for any reason, Tenant cannot maintain sufficient heat, Tenant must immediately notify PHA. Tenant shall pay for any damages to the unit resulting from Tenant's failure to maintain sufficient heat or to notify PHA of the lack of sufficient heat where due to reasons beyond Tenant's control.

(Check one)

- Tenant rent is based on the Authority-determined "Flat Rent" for this unit.
- Tenant rent is based on the "income" and other supportive documentation reported by the Tenant (Total Tenant Payment (TTP) - 30% of Tenant's monthly adjusted income).

TERMS AND CONDITIONS

The following terms and conditions of occupancy ("terms") are made part of this Dwelling Lease:

1. **TERMS OF OCCUPANCY.** The monthly rental is \$ ____ Rental and/or recurring occupancy charges are **payable in advance** without demand or billing at the place PHA designates in writing, **on or before the first (1st) day of each calendar month** and are **delinquent if received after the eighth (8th) calendar day of the month**. If full rent is not received on or before then, a **\$25.00 late rent fee** will be charged. The **late charge** shall be **due and payable two (2) weeks after PHA gives written notice thereof**. The rental amount shall remain in effect unless otherwise adjusted as set forth in this Lease, until termination of the Lease, or until the premises are re-rented. Vacated Tenant(s) must pay PHA a **\$ 50.00 fee** to cover the administrative-related costs to PHA of collecting delinquent amounts owing to PHA when such amounts are referred to a "collection" agency. Further, per RCW 19.16.500, Tenant must pay the collection agency fee in addition to the delinquent amount owing.
 - A) All payments must be made directly to Banner Bank, 203 W. 1st Avenue * Kennewick, WA, 99336. This Bank Branch Only – no other bank branch! No payments are accepted at the PHA's administration office. Payments shall be made payable to Kennewick Housing Authority (KHA). Banner Bank is a rent depository bank. Payment of the rental amount or other charges shall not be deemed accepted until PHA posts the payment to Tenant's account. By accepting the rental amount or such other charges or late payment amounts, PHA does not waive prior violations of any provision of this Lease or any other rights PHA has herein. ****Rental Payment Method & Reasonable Accommodations:** PHA will provide a self-addressed, pre-paid postage envelope with a Tenant's monthly rent statements for disabled Tenants who have been approved for a reasonable accommodation.
 - B) Non-Payment of Rent on or before the eighth (8th) day of the month shall constitute the PHA to issue the tenant a 14-day Pay or Vacate Notice. (Refer to Section 3 Termination of Dwelling Lease for more detail of non-payment of rent).
 - C) Tenant agrees to pay any charges determined in accordance with PHA's current schedules and arising from Tenant's failure to perform Tenant's obligations under this Dwelling Lease. If Tenant's personal check is returned for insufficient funds, it will be considered non-payment of rent and the PHA will bill Tenant a **\$ 25.00 processing fee**. Thereafter, PHA may require that all future rental payments be made by cashier's check or money order.
 - D) Tenant agrees to pay a "Security Deposit" of **\$ 200.00** upon executing the Dwelling Lease and before occupancy. PHA will provide Tenant with a written receipt for the deposit showing the amount thereof. If PHA determines that the security deposit amount should be increased, existing Tenants will not be affected and will not be required to pay additional security deposit. However, if a Tenant executes a new Dwelling Lease, the Tenant will be required to submit a new deposit in the

amount of \$200.00, notwithstanding the exceptions of Section W of this Dwelling Lease regarding Unit Transfers. PHA will deposit said funds into a trust account located at Banner Bank, 203 W. 1st Avenue, Kennewick, WA 99336. Banner Bank is a security deposit bank. If the account is an interest-bearing account, with interest accruing, it will be solely to PHA's benefit. Upon termination of this Dwelling Lease, PHA may apply the security deposit towards the following: (1) the cost of repairing damage to the premises beyond normal wear and tear; (2) cleaning of the premises which is not completed by Tenant; (3) any rent or other charges Tenant owes PHA; (4) unpaid bills which become a lien against the premises due to Tenant's occupancy; (5) attorney's fees and costs awarded in connection with terminating a tenancy; and (6) costs for removing or storing Tenant's personal property as a result of eviction proceedings or abandonment of the premises. \$10.00 charge for each Key (\$10.00 for each Unit Key, \$10.00 for each Mailbox key, \$15.00 for each Key Pod – Keewaydin Plaza development) issued to Tenant will be assessed against Tenant and deducted from the security deposit for failure to return keys upon vacating the premises (*See KHA Schedule of Charges). Within 21 days after the tenancy is terminated and the premises vacated, PHA will provide Tenant a statement setting forth the basis for retaining any or all of the deposit together with payment of any refund due. PHA reserves the right to adjust any written estimate of charges to reflect actual costs of repair or replacement. If the actual costs are less than the funds retained, the excess will be promptly paid to the Tenant. If the actual costs exceed the funds retained, Tenant must promptly pay the excess after proper billing by PHA. 7) Unit Transfers: Security deposits from the first occupied unit will not be transferred to the second unit without prior approval. **Tenant must pay a new \$200.00 security deposit for the new/second unit** before the transfer is approved and before executing a new lease and before occupancy. No repayment agreements will be permitted for partial payments for the security deposit. **Exceptions are for approved reasonable accommodations & Administrative Transfers. Under these exceptions, Tenant is not responsible for a new Security Deposit on the second unit; Tenant is still responsible for any damages and/or repairs beyond normal wear and tear from the first unit and will be charged accordingly to the KHA's Schedule of Charges. (See KHA's ACOP Chapter #2 – Reasonable Accommodations & Chapter #22 – Unit Transfer Policy).

2. USE AND OCCUPANCY OF DWELLING

- A) Tenant shall occupy the premises exclusively as a private dwelling for Tenant and Tenant's household as listed on this Dwelling Lease or any attached Addendums/Rider and only during such time, as Tenant may be eligible. Tenant must live in the premises, and the premises must be Tenant's only place of residence. Tenant shall not occupy, or receive assistance for occupancy of, any other unit assisted under any Federal Housing assistance program during this Dwelling Lease's term.
- B) Tenant must immediately report the departure from Tenant's household of any person who is a party or a dependent of a party or a household member to this Dwelling Lease or the addition to Tenant's household of such person as a spouse, child, or income recipient who is properly a party to the Dwelling Lease according to PHA policy. If Tenant fails to immediately notify PHA in writing that an authorized member of the household has left the residence, Tenant will be liable for all actions of such person, and any violation of the Dwelling Lease by such person will be grounds for terminating the Dwelling Lease and evicting Tenant from the premises.
- C) **Tenant shall not be absent from the premises for over 30 days without written notification to the PHA** (for the interest of the Tenant & PHA). Tenant must comply with all laws affecting use and occupancy of the premises and with all rules and regulations now or hereafter established or modified by PHA.
- D) If, during the Dwelling Lease term, Tenant develops a physical or mental impairment which is permanent or of long continued duration and which impedes Tenant's ability to meet the Dwelling Lease requirements (including Dwelling Lease violations which endanger or jeopardize tenants' or PHA's health, welfare or property) and PHA cannot make a reasonable accommodation enabling

Tenant to comply with the Dwelling Lease, PHA may terminate this Dwelling Lease and require Tenant to move.

3. **TERMINATION OF THE LEASE**

A. **Good Cause**. PHA may terminate this Dwelling Lease for material noncompliance with its provisions or for other good cause in the manner prescribed below. Tenant shall, however, pay rent and be responsible for the premises until the Dwelling Lease is terminated or the dwelling unit is re-rented. Good cause includes, but is not limited to, for example: failing to make payments required under the Dwelling Lease; serious or repeated interference with the rights of neighbors or PHA employees; serious or repeated damage to the premises or property; serious or repeated violation of any of the rules or regulations applicable to the premises or property; creation of serious physical, sanitary, or safety hazards; Tenant-caused failure of Housing Quality Standards; any fire on PHA property caused by Tenant's, household members' or guests' actions or neglect; any criminal activity or drug-related criminal activity; alcohol abuse that PHA determines threatens the health, safety, or right to peaceful enjoyment by other tenants; misrepresenting any material fact on the application or at any time during occupancy; Tenant's failure to accept, sign, and return any new Dwelling Lease contemplated under Section 14 of this Dwelling Lease; Tenant's failure to comply with the Community Service Requirement; any court order which restrains Tenant from entering, occupying, approaching, or being in proximity to the premises for more than 30 days. Tenant understands that under Section 6 of the U.S. Housing Act of 1937, as amended, Tenant may under certain circumstances be evicted based on criminal drug-related activity committed by persons other than Tenant.

- i. 10-Day Comply or Vacate: Notice of Correctable Lease Violation (except non-payment of rent, criminal or other activity as described in Section 8.F. and/or recurrent violation) will describe the acts and omissions constituting material noncompliance with this Dwelling Lease; the Dwelling Lease will automatically terminate unless the breach is corrected within ten 10 calendar days of service of this notice. Habitual lease violations that constitute issued notices are defined as three (3) times in a 12-month period, which will constitute the KHA to issue a 30-day notice to terminate tenancy.
- ii. 14-Day Pay or Vacate: Notice for Non-Payment of Rent on or before the eighth (8th) day of the month shall result in a notice to pay or vacate being served upon Tenant plus a \$25.00 late charge, specifying that the Dwelling Lease will automatically terminate if the rent is not paid within 14 calendar days of service of this notice. Habitual repeated lease violations that constitutes issued notices is defined as three (3) times for late rent payment in a 12-month period, which will constitute the KHA to issue a 30-day notice to terminate tenancy.
- iii. 3-Day Termination of Lease Notice: Dangerous, Nuisance, or Criminal Type of Activity - Any breach of Tenant obligations found in Section 8.F. shall result in Dwelling Lease termination by giving Tenant a three (3)-day notice terminating tenancy.
- iv. 30-Day Termination of Lease: Other Terminations of Lease – PHA may give this notice at least 30 days before the next rent due date based upon recurrent material non-compliance with this Dwelling Lease or other good cause. Any notice required by state or federal law shall be combined with, or run concurrently with, a notice of Dwelling Lease Termination.

B. **Termination of Lease by Tenant Action:**

- i. Termination by Tenant Notice. A Tenant who intends to leave the premises at the end of the Dwelling Lease period must provide PHA at least **30 days written notice**. Tenant shall be liable for rent up to the end of the 30 days for which notice was required, or to when the unit is re-rented, whichever comes first. A Tenant who leaves before the Dwelling Lease expires must pay the rent for the rest of the Dwelling Lease period, or to when the unit is re-rented, whichever comes first.

- ii. Termination of Lease upon Tenant's Death. Tenant's death does not automatically terminate the Dwelling Lease, which will continue until notice is given by Tenant's estate. Upon such notice, PHA shall terminate the Dwelling Lease at the end of the month in which the death occurs or when the unit is re-rented, whichever comes first.
- iii. **Any failure or omission by PHA to terminate this Dwelling Lease for any cause given in the lease and/or lease addendums/riders shall not affect PHA's right to do so later for the same, similar, or other causes.**

4. NOTICES

Except as otherwise provided in this Dwelling Lease or as required by law, notices from PHA to Tenant shall be in writing and delivered to Tenant or an adult member of Tenant's household residing in the premises. If a person of suitable age residing at the premises cannot be found, notice will be given by placing a copy of the notice in a conspicuous place on the premises or by sending the notice by prepaid first-class or certified mail, properly addressed. If Tenant is visually impaired, all notices will be provided in an accessible format. Any notice required by this Dwelling Lease or law to be served upon PHA shall be deemed received if delivered in writing by Tenant or Tenant's agent to PHA's office or sent by first or certified class mail, postage pre-paid, and properly addressed to PHA's office. A copy of the notice will be filed in the tenant's Housing Authority file.

5. REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY

A. ANNUAL REVIEWS.

- i. Tenants whose rent is based on the "Income-based rent" (Total Tenant Payment – 30% of the Tenant's household monthly adjusted income) method must annually submit to PHA complete and accurate information as to source and amount of total family income and composition so PHA can determine appropriate rent, appropriate unit size, and Tenant's eligibility for continued occupancy. Such annual review will be conducted per PHA's Admissions and Continued Occupancy Policies (ACOP).
- ii. Tenants whose rent is based on the "Flat-Rent" method will have income reviews every three years. A Tenant who has chosen this option, however, will undergo annual review of compliance with any Community Service requirements attributed to the tenancy and will continue to have the premises inspected at least annually.
- iii. In addition, all Tenants will be notified and provided the opportunity annually to select a rent calculation method and will be advised of any income that will be excluded from consideration.
- iv. The rent amount determined at the Annual Review will remain in effect until the next Annual Review unless PHA schedules a Special Review per the PHA's Admissions and Continued Occupancy Policies (ACOP), Tenant asks for an Interim Review of Family Income, and/or such review is warranted under the PHA's ACOP Policies.

B. REPORTING CHANGES/INTERIM REEXAMINATION.

- i. Tenants whose rent is calculated under the Income-based method must notify PHA in writing of any changes in the size or composition of Tenant's family or in the amount or source of family income within twelve (12) business days of any such change. PHA will determine whether the reported change requires an Interim Review of Family Income per the PHA's Admissions and Continued Occupancy Policies (ACOP).
- ii. Tenants paying the Flat Rent must report to PHA, within ten (12) business days, any changes in family size or composition.
- iii. Except for children born to members of the household, Tenant must request and receive advanced permission to add new member(s) to the household. PHA may grant such permission and a new Dwelling Lease will be executed only if the new member(s) can be accommodated

in the current premises without overcrowding and the members to be added meet suitability criteria PHA applies to housing applicants. PHA may withhold permission to add new members to the household based upon these or other reasonable criteria.

- iv. If Tenant has a decrease in income or increase in allowable deductions, and applies for a decrease in rent or change from a Flat Rent to an Income-based rent, Tenant shall receive an appropriate adjustment according to the PHA's Admissions and Continued Occupancy Policies (ACOP). After such a decrease in rent, Tenant must continue to report, in writing, any subsequent increases in Tenant's Family Income until the next Annual Review, and appropriate adjustments in rent will be made.
- v. Notwithstanding the above, a Tenant's rent will not be reduced if the family's annual income decreases because of 1) a reduction in the welfare or public assistance benefits resulting from Tenant's failure to comply with conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities or 2) a reduction in welfare or public assistance benefits received by the family as a result of an act of fraud. In such cases, the amount of income to be attributed to the family shall include what the family would have received had it complied with the welfare requirements or had not committed fraud. **For purposes of rent adjustments, welfare or public assistance benefits that were reduced because a time limit expired for receipt of assistance will not be considered a failure to comply with program requirements.**

6. **SPECIAL REEXAMINATIONS.** PHA will schedule Special Reexaminations in accordance with the PHA's Admissions and Continued Occupancy Policies (ACOP).

7. **EFFECTIVE DATE OF RENT ADJUSTMENTS**

- A. Annual Reviews – any rent adjustment determined as a result of an Annual Review under Section 5 of this Dwelling Lease will be effective on the Tenant's Annual Review Date, as shown on page 1 of this Dwelling Lease.
- B. Special or Interim Reviews – Rent adjustments shall become effective as follows:
 - i. For rent decreases, the adjustment will become effective the first (1st) day of the month following the date the change occurred. However, if the Tenant fails to provide proper notification to PHA as required by Section 5, any rent adjustment will take effect the first of the month following the date the change was reported.
 - ii. For rent increases, the adjustment will take effect the first (1st) day of the second month following the date the change occurred.
- C. Discovery of Errors – If an error in rent is revealed at any time, PHA will correct the error as follows:
 - i. If the error was Tenant's fault and results in increased rent, such increase will be retroactive to the first (1st) of the month following the date the error occurred. Unless PHA agrees otherwise, all retroactive rent charges will be payable the first (1st) day of the month following the determination of the charge.
 - ii. If the error was Tenant's fault and corrective action results in decreased rent, such decrease will be retroactive to the first (1st) day of the month following the date of the rent determination when the error was discovered, and Tenant will be reimbursed/credited accordingly.
 - iii. If the error was not Tenant's fault and corrective action results in increased rent, such rent will take effect the first (1st) day of the second month following the date the error was discovered.
 - iv. If the error was not Tenant's fault and corrective action results in decreased rent, such rent will be made retroactive to the first (1st) day of the month following the date of the rent determination when the error was made and Tenant will be reimbursed/credited accordingly.
- D. Tenant agrees to sign a new Dwelling Lease stating any changes in rent or household composition.

- E. A copy of the worksheet resulting in any rent adjustment will be made available to Tenant.
- F. When PHA re-determines the amount of Tenant's rent, not including PHA's schedule of Public Housing Utility Allowances, or determines Tenant must transfer to another premises based on family composition, Tenant will be notified, stating the specific grounds of the determination, and that if Tenant disagrees, Tenant can request a hearing under the grievance process.

8. **TENANT'S RESPONSIBILITIES IN OCCUPANCY.** Tenant must comply with all rules and regulations PHA establishes, adopts or modifies, including, but not limited to the following:

- A. **Submission of Required Information** – Tenant will complete all required forms and provide all requested information (e.g., family income, family composition, social security number verification) PHA deems necessary for an annual, special or interim re-examination or as required under any HUD income-matching program. All information must be submitted in a timely matter -- i.e., the number of days specified in any correspondence or notice to Tenant requesting the information or asking Tenant to contact PHA. Extensions of time may be granted, at PHA's discretion, and only for verifiable, documented reasons.
- B. **Utilities & Appliances:**
 - i) PHA agrees to furnish the following utilities for the Sunnyslope Homes & Keewaydin Plaza development/projects: Water, Sewage Disposal, Garbage Collection, but is not responsible for failure to furnish same by reason of any cause beyond its control.
 - ii) Tenant Agrees to Pay & Maintain the following Utilities:
Tenant must obtain and maintain electrical service to the premises before Dwelling Lease execution, during occupancy, and promptly pay all electricity costs. Tenant is responsible for all reconnect fees imposed due to nonpayment. Tenant is responsible for all electrical service if Tenant's electrical service has been disconnected for nonpayment and service turned over into the PHA's service account while Tenant is still legally responsible for the unit. Tenant agrees that payment of all such charges shall be due on the first day of the following month after the date the charges were incurred and paid to the PHA. Such charges shall be considered delinquent if not paid in full on or before the due date. Utility disconnection will trigger a 10-day Comply/Vacate Notice to be issued. Tenant is responsible for all damages caused by lack of electricity within the unit.
 - iii) Appliances: Sunnyslope Homes Development: Tenant may, with PHA's prior written permission, install a laundry washer and/or dryer, food freezer container and portable dishwasher that are reasonable and acceptable for the unit without altering/modifying the unit in any manner. Keewaydin Plaza Development: Tenant may, with KHA's prior written permission, install food freezer container and portable dishwasher that are reasonable and acceptable for the unit and without altering/modifying the unit in any manner. No stationary or portable laundry washer and/or dryers are permitted.
- C. **Misrepresentation/Fraud** – Tenant shall not commit any fraud or misrepresentation in connection with any federal housing assistance program. Fraud includes any such act as defined under any federal or state statute or appellate court decision, as well as any deliberate misrepresentation to PHA by Tenant or a member of the Tenant's household during the application or review process. Deliberate misrepresentation includes, but is not limited to, failure to report changes in family income or composition in a timely manner (**within twelve (12) business calendar days**) or falsely completing any application or related paperwork.
- D. **Chronic/Habitual Rent Delinquency** –Tenant shall consistently pay rent on time by the first (1st) day of each month and no later than the eighth (8th) calendar day of each month. Rent must be posted by Banner Bank to be considered on time. Dropping a check in the after-hours box at the bank on the 8th day of the month will be considered a late payment. Chronic/Habitual repeated late payment of rent is defined as **three (3) times in a 12-month period.**
- E. **Community Service Requirement** – Tenant shall perform Community Service unless exempt.

- F. **Conduct** – Tenant shall act and cause household members and guests to act in a manner that does not disturb other tenants’ health, safety, or peaceful enjoyment of their premises and is conducive to maintaining the premises in a decent, safe, and sanitary condition. Abusive, foul or threatening language or behavior, including without limitation, any harassment or other behavior that violates the Fair Housing Act or any other state or federal law is not allowed and shall be good cause for terminating Tenant’s Dwelling Lease. Tenant and other household members and guests shall not engage in alcohol abuse in a manner PHA determines threatens the health, safety, and right to peaceful enjoyment of the premises by other tenants. Any guest who engages in illegal activity or abusive or violent/threatening behavior on the property will lose visitation privileges and be deemed a trespasser. Trespassers may be subject to prosecution. Tenants remain subject to eviction for their guests’ actions whether or not guest visitation privileges are revoked. Tenants are responsible for all actions of their guests.
- G. **Criminal Activity/Drug-Related Criminal Activity.** Tenant shall **not**: 1) engage in any criminal activity, including drug-related criminal activity; or 2) allow or facilitate any criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, a guest, or otherwise. Tenant must promptly seek PHA’s and law enforcement officials’ assistance to prevent such activities by household members, guests or visitors if Tenant cannot prevent such activities. Tenant will be held responsible for ensuring that any guest or other person under Tenant’s control will not engage in criminal activity, including drug-related criminal activity. Drug-related criminal activity means illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act). Tenant understands that persons subject to a registration (lifetime or not) under any State sex-offender registration program are not eligible for residency. As such, the Tenant shall take all necessary action to ensure that such persons do not occupy the premises at any time during the Lease term. **Criminal Activity or Drug-Related Criminal Activity will constitute the PHA to issue a 3-Day Termination of Lease Notice.**
- H. **Impairment of Neighborhood** – Tenant shall refrain from activities that impair the physical or social safety/environment of the property or neighborhood.
- I. **Maintenance/Damages:**
- i. Tenant shall keep the premises and such other areas as may be assigned to Tenant for Tenant’s exclusive use in as clean and sanitary condition as when Tenant took possession, and in an orderly, safe condition. This includes, but is not limited to, cleaning drapes and/or blinds, windows, walls, floors, cabinets, refrigerators, ranges, ovens, and dryer vents, watering and mowing lawns, watering trees and shrubs, keeping yard areas clean and neat, removing snow and ice, and maintaining yards and sidewalks of detached and semi-detached housing units in decent, safe, and sanitary condition. If, due to age or disability, Tenant cannot care for any assigned yard or grounds areas and if no other household member can provide such care, Tenant may request the PHA to provide such care under approved “reasonable accommodation”. Upon receipt of documentation of the qualifying conditions described above, if approved, PHA shall provide the yard/grounds care at the PHA’s expense (See KHA’s ACOP Chapter #2 – Reasonable Accommodations).
 - ii. Tenant shall refrain from, and cause Tenant’s household and guests to refrain from destroying, defacing, damaging or removing PHA appliances and/or any part of the dwelling unit or project.
 - iii. Tenant shall comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
 - iv. Tenant shall promptly report to PHA’s Work Order Department any breakage, damage, infestation, or needed repairs and any unsafe or unsanitary conditions in the premises, common areas and grounds, which may lead to damage or injury.

- v. Tenant must allow inspection of the premises and preventive maintenance and repairs as necessary.
- vi. Tenant shall reasonably use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, heating and other facilities and appurtenances, including elevators, and shall not use any heating apparatus, including space heaters, except as provided by PHA, without PHA's prior written consent.
- vii. Tenant shall dispose of all tobacco/cigarette/smoking products, ashes, garbage, rubbish and other waste in appropriate containers as prescribed by PHA and local laws in a sanitary and safe manner.
- viii. Tenant shall make no changes, repairs, alterations or additions to the premises and shall not use tacks, nails, screws or any fasteners in any part of the premises, except in a "reasonable manner" and with PHA's prior written consent. Fencing, screen doors, or communications equipment may not be installed.
- ix. Tenant shall not apply wallpaper or paint without PHA's prior written consent.
- x. Tenant shall not install additional or different locks or gates on any doors or windows of the premises or physically bar the entrance into the apartment by use of a 2x4 or other barrier.
- xi. Tenant shall clean the premises and all equipment supplied to the premises (including drapes, blinds, stove, ranges, refrigerator, carpets, etc., where supplied) immediately before vacating and shall return the premises to PHA in as clean and sanitary condition as when Tenant took possession.
- xii. Tenant shall not install additional or different appliances such as stoves, ranges, laundry washer and/or dryer (stationary or portable), refrigerators, food freezer containers, portable dishwashers and air conditioners without PHA prior written consent. Both Sunnyslope Homes & Keewaydin Plaza developments - Space heaters are not permitted. Keewaydin Plaza development - stationary or portable laundry washer and/or dryers are not permitted
- xiii. Tenant shall not permit any playground equipment in their designated or non-designated unit premise areas (i.e., swings, swing sets, swimming/waiting pools,).
- xiv. Tenant shall store picnicking (i.e., barbeques), recreational/sports equipment, and other household and personal belongings in their assigned unit exterior storage room.
- xv. Tenant is not permitted and shall not store any flammable or combustible material on the premises, with the exception of two (2) 20# liquid propane gas tanks, strictly for use in a propane barbeque. Gasoline, charcoal lighter fluid, engine oil, transmission fluid (and its container) are not permitted on the premises (either inside a Tenant's unit, exterior part of the unit including the outside open spaces or in a Tenant's exterior storage room). As operated lawn equipment, tools, recreational vehicles (i.e. including but not limited to licensed and non-licensed mopeds, scooters, motorcycles/bikes) and especially with gasoline being maintained/stored in the equipment/vehicles are not permitted on the premises (either inside a Tenant's unit, exterior part of the unit including the outside open spaces or in a Tenant's exterior storage room).

J. **Damage/Other Charges** –

- i. Tenant shall pay reasonable charges (other than for normal wear and tear) for repairing damages to the premises or property (including damages to project buildings, facilities, or common areas) caused by Tenant, a member of Tenant's household, or a guest. Said charges shall be made in according to the PHA's current Schedule of Maintenance Charges posted in PHA's office. Tenant agrees that payment of all such charges shall be due on the first day of the second month after the date the charge was incurred and paid to the PHA. Such charges shall be considered delinquent if not paid in full on or before the due date. If a tenant tampers with an appliance, the HVAC system, or the plumbing or electrical systems within a unit, the tenant will be charged for damage to the unit.

- ii. Tenant shall also pay excess utility charges, where applicable, and late rent charges. Tenant agrees that payment of all such charges shall be due on the first (1st) day of the following month after the date the charge was incurred and paid to the PHA. Such charges shall be considered delinquent if not paid in full on or before the due date.

K. **Boarders/Dwelling Lease Assignment** –

- i. Tenant shall not assign this Dwelling Lease, sublet or transfer possession of the premises or any part thereof, nor give accommodation to boarders or lodgers (visitors or guests), whether paying or not, without PHA's prior written consent. Any person regularly using or occupying the premises for more than two (2) weeks or on a recurring basis shall be considered a sub-lessee. This is a serious Dwelling Lease violation, unless the visit is reported to and approved in advance by PHA.
- ii. Tenant agrees not to allow a guest, family member other than the Tenant's household members specified in this Dwelling Lease, or a series of such persons, to regularly use and/or occupy the premises for **more than fourteen (14) days out of any calendar year** without PHA's prior written consent. A guest is defined as any person in or about the premises with the knowledge or consent of a household member. Tenant must provide PHA with written notice of all overnight guests staying at the premises for more than seven (7) nights. Such notice must be given no later than the third day after the guest begins staying at the premises and must indicate the period of time the guest will be staying at the premises. If any visit will extend beyond two weeks/14 days, Tenant must notify PHA in writing, stating the reasons for the extended visit, which must be authorized in writing by PHA. In no event may a guest (visitor) include anyone without a permanent residence. Upon PHA's request, Tenant shall supply written documented third-party verification other than from the guest that such guest has a permanent address elsewhere.
- iii. No one other than a member of the household listed on the Lease shall use the premise's address for mailing purposes, except family members who are in the military service, living out of the country, or living in an institution for a period expected to **exceed 90 days and not over 120 days (per regulations)**. Allowing use of a tenant's address by a non-resident will constitute that non-resident to be considered an unauthorized guest and trigger a serious lease violation.

L. **Private Dwelling** – Tenant shall use the premises solely as a private dwelling for Tenant and Tenant's household, as identified on this Lease or any attached Rider, and shall not use or permit its use for any other purposes. With PHA's written consent, Tenant can incidentally use the premises for legally permissible income-producing purposes, so long as the business does not infringe on other tenants' rights. All such business-related uses of the premises must meet zoning requirements, and Tenant must have the proper business licenses and insurance.

M. **Storage** – Tenant's household or personal property must be stored in PHA's designated storage facilities and at Tenant's sole risk. Any exceptions allowing storage other than in PHA's designated storage facilities requires PHA's prior written consent. There will be no exceptions made regarding any storage being at Tenant's own risk. In no circumstance shall tenants store non-resident personal property.

N. **Vehicles** –

- i. Tenant shall properly park vehicles only in designated areas and shall not park trailers, boats, inoperative, disabled vehicles or vehicles without valid registration on the premises or common areas or street without PHA's prior written consent. Improperly parked vehicles may be towed and/or fined per state law.
- ii. Improperly parked refers, without limitation, to a vehicle that is A) parked without a visible parking permit, B) parked, even partially, along a yellow curb; C) blocking or partially blocking garbage enclosures; D) blocking or partially blocking parking spaces, including their own; E) parked, even partially, on a lawn or non-designated parking areas. Tenants, household

members, or guests parking in designated handicapped/disabled parking spaces without a state permit will violate this section and will be towed and/or fined under state law.

- iii. Vehicles without current license tabs will be considered inoperable and not allowed to remain parked on the premises, in common areas or on streets. If such act occurs, the PHA will tow the vehicle at the tenant's expense.
- iv. When parking space is limited, parking is restricted to one (1) vehicle per household on PHA property; all other household vehicle(s) may park on public streets. The PHA may take into consideration the unit and family size for parking.
- v. All Tenant family vehicles must be registered with PHA. Cars parked in KHA parking spaces must have a KHA parking sticker. Parking stickers will not be issued to a household without a valid driver living in the household.
- vi. Only "minor" repairs may be done on PHA property. No major motor or repairs are permitted. Vehicles are not permissible to be left raised, unattended on jacks or other equipment for repair. Tenants can only change their vehicle oil on PHA property, with disposing the oil in approved container and not thrown in the garbage dumpster on PHA property.
- vii. Parking & Reserved Parking For Persons With Disabilities - Reasonable Accommodations (Keewaydin Plaza Development): KHA has an Accessible Parking For Persons With Disability Policy for the Keewaydin Plaza Development. Accessible/reserved parking is assigned to Tenants who require and have been approved for accessible/assigned parking (See Dwelling Lease Addendum #I – Accessible Parking For Persons With Disability Policy & KHA's ACOP – Chapter #2 – Reasonable Accommodations).

O. **Pets (Non-Service/Companion Pets) & Service/Companion Animals (For Persons With Disabilities) –**

- 1) Tenant shall not keep, maintain, harbor or board cats, dogs, or other pets on the premises except as described in the PHA's Pet Policy & Lease Rider (for Non-Service / Companion Animals) and/or PHA's Service/Companion Animal Policy & Rider to this Dwelling Lease. Pets/Animals will be allowed only with PHA's prior written approval and after Tenant has posted/paid the required non-refundable pet fee (for non-service/companion animals), as required, and properly executed the Pet Policy & Dwelling Lease Rider and/or Service Companion/Companion Animal Policy & Dwelling Lease Rider.
- 2) A Tenant with a disability may request a reasonable accommodation to have a service/companion animal. Service/companion animals are not subject to the PHA's \$200.00 or \$100.00 non-refundable pet fee, but are still subject to the Rules for Animal Care portion of the Policy & Lease Rider (See KHA's Dwelling Lease Addendum #D – Pet Policy & Lease Rider – and - #D.1 – Service/Companion Animal Policy & Lease Rider – and – KHA's ACOP Chapter #2 – Reasonable Accommodations).

Tenant have a Pet: Yes: No:

If "Yes", how many: _____ Type: _____

☞ Tenant Initials: _____

Tenant have an "approved" Service/Companion Animal: Yes: No:

If "Yes", how many: _____ Type: _____

☞ Tenant Initials: _____

P. **Fire & Safety/Precautions –**

- 1) Tenant is not permitted and shall not store any flammable or combustible material on the premises. Gasoline, propane or natural gas tanks, charcoal lighter fluid, engine oil, transmission fluid (and its container) are not permitted on the premises (either inside a Tenant's unit, exterior part of the unit including the outside open spaces or in a Tenant's exterior storage room). As operated lawn equipment, tools, recreational vehicles (i.e. including

but not limited to licensed and non-licensed mopeds, scooters, motorcycles/bikes) and especially with gasoline being maintained/stored in the equipment/vehicles are not permitted on the premises (either inside a Tenant's unit, exterior part of the unit including the outside open spaces or in a Tenant's exterior storage room.

- 2) Tenant shall take every precaution that includes regular cleaning of dryer vents, to prevent fire.
- 3) Tenant shall make reasonable efforts to help PHA keep smoke alarms operational by, for example, performing interim testing of smoke detectors to assure they are in working order, installing and maintaining working batteries, and advising PHA immediately of any system malfunction. Any disconnecting of or tampering with smoke detectors is a serious violation of law and this Dwelling Lease.
- 4) Tenant shall maintain their unit safety/security trouble light/pull cords in a safe, secure and fully operable manner (i.e., do not tape off switches and cords); to assure the device(s) are maintain at their fullest operable state. Any disconnecting or tampering with the device(s) is a safety/security issue and a serious violation of this Dwelling Lease (Keewaydin Plaza development).

- Q. **Insurance Coverage** – Damage to Tenant's personal belongings due to fire, theft, water or any other type of damage shall not be PHA's responsibility. Tenant understands any insurance or self-insurance PHA maintains is solely for PHA's benefit and not for Tenant's benefit. Tenant is encouraged to carry renter's insurance on Tenant's personal property at all times.
- R. **Fireworks** –Use of fireworks, or other such explosive devices, is strictly prohibited at all times on PHA property.
- S. **Aerials and Antennas** – Tenant shall not place radio or television antennas, communications equipment (including satellite dishes) or other electrical connections on the premises, without prior written permission from the PHA.
- T. **Water Beds** – Tenant shall not have a waterbed or any kind of water furniture.
- U. **Regulations** – Tenant shall abide by other necessary and reasonable regulations promulgated by PHA for the benefit and well-being of the housing project and the tenants, which shall be posted in the project office and incorporated by reference in the Dwelling Lease.
- V. **Smoking in Public Areas** – Tenant shall not smoke in public areas per the Washington State Clean Indoor Air Act. Public areas include the part of any building open to other tenants and/or the public, including community rooms, community bathrooms, laundry rooms, lobbies, reception areas, hallways and elevators. Tenants are only allowed to smoke in designated smoking areas.
- W. **Transfer** – Tenant shall agree, upon reasonable notice (i.e., at least seven (7) days written notice), to move to another premises when PHA determines that: 1) the premises' size or design is no longer appropriate to household composition; 2) a move is necessary to rehabilitate or demolish a Tenant's premises, PHA will pay for transfer costs associated with utility account, phone, cable transfer fees – Tenant must submit official documentation of transfer fees/costs and Tenant's Security Deposit from the first occupied unit will be transferred to the second unit for an approved Administrative Transfers for units under rehabilitation or being demolished. Tenant will be responsible for any associated damages and/or repairs that are beyond normal wear and tear from the first unit and in accordance to KHA's Schedules of Charges. (See KHA's ACOP Chapter 22 – Unit Transfer Policy); 3) a move is necessary to accommodate a Tenant's disability, KHA will pay for approved reasonable transfer costs (i.e., including and not limited to utility account, phone, cable transfer fees – Tenant must submit official documentation of transfer fees/costs) when the transfer costs are associated for an approved reasonable accommodation. Tenant's Security Deposit from the first occupied unit will be transferred to the second unit for approved disability transfer. Tenant will be responsible for any associated damages and/or repairs beyond normal wear and tear from the first unit and in accordance to KHA's Schedule of Charges. (See KHA's ACOP Chapter #2 – Reasonable Accommodations & Chapter #22 – Unit Transfer Policy); and 4) a move is necessary because Tenant has no disability but is housed in an accessible or adaptable premises needed by a Tenant with disabilities; 5) Security

deposits from the first occupied unit will not be transferred to the second unit. **Tenant must pay a new \$200.00 security deposit for the new/second unit** before the transfer is approved and before executing a new Dwelling Lease and before occupancy. No repayment agreements will be permitted for partial payments for the security deposit.

- X. **Tenant Termination** - On or before the date of termination of tenancy, Tenant must quietly and peacefully vacate the premises and surrender possession thereof to PHA. If Tenant vacates the premises according to such notice, the Dwelling Lease shall be terminated 1) when the Tenant returns all keys to the PHA office; or 2) the day following the termination effective date of the notice served, whichever occurs later. Upon such termination, Tenant shall leave any equipment or furnishings provided by PHA in good order and repair, reasonable wear and tear excepted, and in as clean and sanitary condition as when the Tenant took possession.
- Y. **Abandonment** - If Tenant abandons the premises, PHA shall take possession of the Tenant's personal property remaining on the premises and store and care for the property. PHA will consider the premises abandoned when a Tenant has fallen behind in rent and has clearly indicated by words or actions intent not to continue living therein. PHA has a claim against the tenant for reasonable costs and expenses incurred in removing, storing, caring for, and disposing of the property. If the property left by Tenant is stored, PHA will mail a written notice to Tenant at the address last known or provided to PHA notifying Tenant that specified articles are being stored at a specific location, and that incurring storage fees are at the **actual cost of monthly storage fee (and) actual cost of KHA labor**, in accordance to KHA's Schedule of Charges. Possessions are deemed abandoned and will be disposed of without sale and without further notice **45 days** after the date of the notice unless claimed and removed by the Tenant.
- Z. **Uninhabitability** - This Dwelling Lease will terminate automatically if the premises are rendered uninhabitable due to conduct by Tenant or a member of Tenant's household.
9. **HOUSING AUTHORITY'S RESPONSIBILITIES**. PHA shall maintain the buildings and common areas and grounds of the project in a decent, safe, and sanitary condition in conformity with the requirements of local housing codes and applicable HUD rules and regulations. PHA shall maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by PHA. PHA will provide and maintain appropriate receptacles and facilities (except containers for an individual Tenant's exclusive use) for depositing ashes, garbage, rubbish and other waste removed from the premises by Tenant. PHA shall provide running water and reasonable amounts of hot water and heat at appropriate times of year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within Tenant's exclusive control and is supplied by a direct utility connection. PHA shall make all necessary repairs to the premises with reasonable promptness at its own cost and expense, except as otherwise provided in this Dwelling Lease. If the premises are rendered uninhabitable, **through no fault of the Tenant**, household members or guests, Tenant shall immediately notify the PHA for repair of the unit. If necessary repairs cannot be made within a reasonable time, PHA shall offer standard alternative accommodations, if available, or provide rent abatement proportionate to the seriousness of damage and loss in value as a dwelling unit. If Tenant, household members, or guests **caused the damage**, however, no abatement of rent or alternative accommodations will be provided and Tenant shall be charged the reasonable costs of the repairs and/or the Dwelling Lease will be terminated.
10. **INSPECTION/REPAIR** – Tenant agrees that before moving into the premises, Tenant and/or Tenant's representative will inspect the premises jointly with a PHA representative and Tenant will sign the inspection report stating the premise's conditions and the equipment in it. A copy of such inspection report signed by both parties shall be given to Tenant following the inspection, and a signed copy retained in Tenant's file. Tenant has the right to amend the inspection statement within five (5) business days after

taking possession if defects are discovered which were not found in the original inspection and which did not arise because of Tenant's failure to abide by the terms of this Dwelling Lease. When Tenant vacates Tenant's premises, Tenant and/or Tenant's representative may join the PHA representative in inspecting of the premises. Tenant agrees that a duly authorized PHA employee, contractor, or representative shall be permitted to enter the **premises whenever reasonably necessary** to examine the conditions thereof or make improvements or repairs, for extermination, or to show the premises for leasing. In addition, Tenant agrees the premises shall be made available for HUD or its agent and PHA to inspect as necessary to HUD's annual inspection of PHA properties. **Upon notice PHA shall inspect units within the first three (3) months of the execution of the lease, every six (6) months for preventative maintenance and at least once annually and as needed thereafter.** PHA reserves the right to enter the premises at any time when PHA has reasonable cause to believe an emergency exists or reasonably deems the premises abandoned. Further, PHA reserves the rights, upon at least 48 hours advance written notice, to enter the premises during reasonable hours to make improvements or repairs, perform routine or annual inspections or maintenance or to show the premises for re-leasing. PHA reserves the right to enter the premises with a 24-hour notice if a health and/or safety condition has been identified within the unit. Tenant will not unreasonably withhold permission to enter the premises for such purposes. If Tenant and all adult members of Tenant's household are absent from the premises at the time of entry, PHA will leave at the premises a written statement specifying the date, time, and purpose of entry prior to leaving the premises. Tenant further agrees that, upon proper notification, the premises shall be made available and properly organized for required repairs and/or extermination. Repeated failure to meet this requirement may be cause for Dwelling Lease termination.

11. **GRIEVANCE PROCEDURE** – PHA shall notify Tenant of the specific grounds for any proposed adverse action (including but not limited to, a proposed Lease termination, transfer of the Tenant to another unit, imposition of charges for maintenance and repair or change for excess consumption of utilities). This notice shall inform Tenants, where applicable, of the right to ask for a grievance hearing. If Tenant believes 1) PHA's action or failure to act adversely affects Tenant's rights under the Lease; or 2) PHA's application of its regulations or policies adversely affects that Tenant's right, duties, welfare or status, Tenant can present a complaint to PHA and have PHA reasonably review that complaint, if the complaint is personally presented in writing to PHA's office within twelve (12) business days of PHA's conduct which is the basis of Tenant's complaint. If Tenant disagrees with PHA's proposed disposition of the complaint, Tenant can have a hearing according to PHA's grievance procedure. At the time of informal discussion of Tenant's complaint and thereafter in writing, Tenant will be advised of (1) the specific reasons(s) for PHA's conduct which is the source of Tenant's complaint; (2) Tenant's right to a hearing if Tenant is dissatisfied with PHA's proposed disposition of the complaint; and (3) the procedures by which such a grievance hearing may be obtained. Any grievance hearing will be held in accordance with the Grievance Procedures in effect when the grievance arises.

12. **REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES** –

1) For all aspects of the Dwelling Lease and Grievance Procedure, consistent with applicable law, a person with disabilities will be reasonably accommodated. A Tenant may, at any time, request reasonable accommodation of a disability of a household member, including reasonable accommodation so that Tenant can meet Dwelling Lease requirements or other requirements of tenancy. A Tenant making such a request should obtain from PHA's office a copy of PHA's Reasonable Accommodation/Modification Verification form.

2) **PHA's Method For Handling "Verbal" Requests For Reasonable Accommodations:**

If a Tenant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the PHA treat the information as a request for a reasonable accommodation, even if no formal request (in writing) is made [Joint Statement of the Department of HUD and Justice: Reasonable Accommodation under the Fair Housing Act]. The

tenant/family must explain what type of reasonable accommodation is needed to provide the person with the disability full access to the PHA's program and services. If the need for a reasonable accommodation is not readily apparent or known to the PHA, the tenant/family must explain the relationship between the requested reasonable accommodation and the tenant/individual's disability. KHA will encourage a tenant/family to make its request in writing by using KHA's Reasonable Accommodation Form. However, PHA will consider a reasonable accommodation any time a tenant/family indicates (verbally) that an accommodation is needed whether or not a formal written request is submitted. PHA will document in writing a verbal request and comply with the request by following the policies and procedures that is set forth within the KHA's Admission & Continued Occupancy Policy (ACOP) in Chapter #2 – Reasonable Accommodations.

- 3) Rental Payment Method: "PHA will provide a self-addressed, pre-paid postage envelope with a tenant's monthly rent statements for disabled tenants who require and have been approved for a Reasonable Accommodation regarding rental payment method.
- 4) Lawn Maintenance/Care: PHA will maintain a Tenant's lawn at the KHA expense for disabled Tenants who require and have been approved for a Reasonable Accommodation for the Sunnyslope Homes development.
- 5) Interpreting Services For Sight & Hearing Impaired Applicants & Tenants: For Tenants who are sight, hearing and/or both impaired, upon request, PHA will provide interpreting services at the KHA expense.
- 6) Accessible Parking For Persons With Disability Policy: PHA has an Accessible Parking For Persons With Disability Policy, which accommodates disabled Tenants who require and have been approved for accessible/assigned parking for the Keewaydin Plaza development (*See Dwelling Lease Addendum #I - Accessible Parking For Persons With Disability Policy & KHA's ACOP – Chapter #2 – Reasonable Accommodations).
- 7) For additional information on Reasonable Accommodations see KHA'S ACOP Chapter #2 – Reasonable Accommodations).

13. **REPRESENTATIONS AND WAIVERS** – PHA's failure to insist on strict performance of any term of this Lease shall not waive or relinquish the right to require strict performance of that or any other Lease term. All terms and conditions shall at all times continue in full force and effect. PHA's rights and remedies under these terms are distinct, separate, and cumulative, and none of them, whether exercised or not, are to the exclusion of any other. By accepting rent at any time, PHA shall not be deemed to have waived any preceding or existing Lease violation other than Tenant's failure to pay the particular rent so accepted. In cases of non-payment of rent or charges, depositing disputed rent or charges into an escrow account is not acceptance by PHA of the rent so deposited.

14. **AMENDMENTS AND CHANGES TO RULES AND REGULATIONS** – Policies regarding eligibility for low-rent housing, appropriateness of premises size, schedules of special charges for services, repairs and utilities, and rules and regulations are incorporated in this Lease by reference. Policies incorporated by reference shall be publicly posted in a conspicuous manner in PHA's office and furnished to Tenants on request. PHA may amend its schedules for charges for services and repairs as well as its rules and regulations which are otherwise incorporated herein by reference, by giving Tenants not less than a thirty (30) days notice. PHA will also give a thirty (30) days written notice whenever there is a revision in the system for calculating utility allowances. Regular utility allowance adjustments due to rate changes will be implemented as soon as administratively feasible without Tenant comment. Said notice shall be given by either or both of the following: 1) direct delivery or mailing to Tenant; or 2) posting in a conspicuous place at PHA's office and each community building (1915 W. 4th Place & 6 W. 6th Avenue, Kennewick, WA). Tenant shall have an opportunity within the 30-day period to present written comments. At least thirty (30) days before the new Dwelling Lease's proposed effective date, PHA will notify Tenants of any changes in the Dwelling Lease and offer Tenants the new Dwelling Lease. Tenants may accept the

changed terms and conditions by signing the new Lease and returning it to PHA within the time period provided. The new Dwelling Lease will be signed and dated by both PHA and Tenant, and any adult family members who are 18 years of age or older or a member who is legally able to execute the Dwelling Lease. Tenant’s failure to accept, sign, and return the offered revised Dwelling Lease shall be deemed good cause for terminating Tenant’s tenancy, PHA shall terminate the Dwelling Lease, and Tenant and Tenant’s household will have to vacate the premises.

- 15. **VAWA** – KHA adheres to each provision of the May 19, 2017, PIH-2017-08 Notice entitled: Violence Against Women Reauthorization Act of 2013 Guidance. KHA provides the required protections to applicants or tenants and provides an addendum packet of information for victims. Definitions are included within the packet.
- 16. **SEVERABILITY** – If any provision of this Dwelling Lease or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or application of the Dwelling Lease.
- 17. **CAPTIONS** – Captions or paragraph headings contained in this Dwelling Lease are set forth for convenience of reference only and do not affect the substance of the paragraphs so captioned.
- 18. **ADDITIONAL PROVISIONS** –
 - A. Tenant must maintain the following appliances in working order and in as clean and sanitary condition as when Tenant took possession: 1) Refrigerator; 2) Stove; 3) _____; 4) _____.
 - B. _____

All of the provisions appearing in the terms and conditions of occupancy, PHA’s Admissions and Continued Occupancy Policy (ACOP) and any Dwelling Lease Exhibits are specifically made a part of this Dwelling Lease and are agreed to by both parties. All adult members of the household, 18 years of age or older, must sign the Dwelling Lease.

I/We have read or had explained and understand this Dwelling Lease and agree to the conditions of occupancy set forth in this agreement. I/We hereby acknowledge receipt of a copy of this Lease, Housing Rules and Regulations and a Schedule of Utility Allowances.

☞ _____	☞ _____
Signature of Head of Household Date	Signature of Spouse/Other Adult Date
☞ _____	☞ _____
Signature of Other Adult Date	Signature of Other Adult Date
☞ _____	
KHA Representative Date	

☞ (Tenant must initial next to each Addendum that has been issued to them)

Addendum A: Housing Rules and Regulations	_____
Addendum B: Utility Allowances	_____
Addendum C: Schedule of Charges	_____
Addendum D: Pet Policy/Lease Rider (For Non-Service/Comp. Animals)	_____
Addendum D.1 Service/Companion Animal Policy/Lease Rider	_____
Addendum E: Grievance Policy/Procedures	_____
Addendum F: Computation of Rent	_____
Addendum G: Choice of Rents	_____
Addendum H: Disclosure of Information on	_____

Addendum I:	Lead-Based Paint and/or Lead-Based Paint Hazards Accessible Parking For Persons With Disabilities (Keewaydin Plaza Development)	_____
Addendum J:	KHA's Tenant-On-Tenant Harassment Policy	_____
Addendum K:	KHA's Tobacco/Smoke-Free Housing Policy	_____
Addendum L:	KHA's VAWA Addendum	_____
	HUD-5380 Notice of Occupancy Rights	_____
	HUD-5381 Emergency Transfer Plan	_____
	HUD-5383 Emergency Transfer Request	_____
	Tri-Cities VAWA Resource Addendum	_____
	VAWA Definitions	_____

KEYS TO UNIT _____