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Bremerton WA 98337  
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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS  
THEY ARE PART OF YOUR LEASE

## TERMS AND CONDITIONS OF OCCUPANCY

The following terms and conditions of occupancy are made a part of this Lease and together with all incorporated items as defined herein, constitute the entire agreement between the parties.

BHA is required to deny assistance/tenancy to any household member subject to lifetime registration requirement under a state sex offender registration program.

### 1. USE OF UNIT

Resident shall use and occupy the Unit exclusively as a private residential dwelling for Resident's household, and for no other purpose, except as allowed in the House Rules. Resident shall live in the Unit as Resident's only place of residence. During the term of this Lease, Resident shall not occupy or receive rent or other financial assistance for any other residence assisted under any federal, state or local housing assistance program. Resident shall comply with all laws relating to the use or occupancy of the Unit, or relating to eligibility to reside in the Unit and with all rules, policies and regulations applying thereto which now exist or hereafter may be established or modified by BHA.

- a. **Subleasing, Boarders or Lodgers** - Resident shall not assign this Lease, sublet or transfer possession of the Unit or provide accommodations to boarders or lodgers, whether for compensation or not, without the advance written consent of BHA.
- b. **Guests** - Resident(s) may not have guests for extended periods. A resident family must notify the BHA when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12 month period.
- c. **Extended Absences** - Resident shall inform BHA in writing of any absences from the Unit of sixty (60) days or more within 7 days of absence, and shall not be absent from the Unit for periods in excess of 180 days except as an accommodation to a disability. Unapproved absences in excess of 180 days shall constitute a material breach of this Lease and may result in termination of this Lease.

### 2. CONDITION OF UNIT

By signing this Lease, Resident acknowledges he or she has inspected the Unit and that it is safe, clean and in good habitable condition and takes the Unit "as is." Resident acknowledges that all appliances and equipment in the Unit are in good working order, except as described on the Unit Inspection Report attached hereto. Resident also acknowledges that BHA has made no promises to decorate, alter, repair or improve the Unit, except as listed on the Unit Inspection Report.

### 3. CHARGES



Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military status, whistleblower retaliation, or familial status in admission or access to its programs.

Equal Opportunity Employer.

If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7122. Telecommunication for the hearing impaired TRS dial 7-1-1.



BARRIER FREE

- a. **Additional Charges** - In addition to Rent, Resident shall pay, when due, any charges arising or outstanding on Resident's account. Such charges may include, but are not limited to: late fees; payment agreements; costs incurred by BHA related to Resident's failure to perform his or her obligation under this Lease; damage caused by fire or other catastrophic loss; and damage to the Unit or the Premises resulting from deliberate or negligent misuse of the Unit or the Premises by Resident, Resident's household members, or Resident's invitees or guests. Any additional charges and including charges for utilities shall be due and owing two (2) weeks after Resident receives written notice of the charges. Resident's failure to make such payments when due shall constitute a material breach of this Lease and may result in termination of this Lease as provided in Section 12 below.
- b. **Treatment of Payments** - All money accepted on Resident's account shall be applied first to outstanding amounts due, then to past rent due, then any currently due charges or rent.
- c. **Late Payment** - Rent is due on the first day of each month. A late charge of \$50.00 established and periodically updated by BHA, shall be assessed for any payment received after the fifth (5<sup>th</sup>) of the month
- d. **Returned Checks** - If Resident's check, or any check tendered on Resident's behalf is returned for any reason, Resident shall be assessed a non-sufficient funds (NSF) fee of \$25.00 as established and periodically updated by BHA. BHA will require future rental payments to be made by cashier's check or money order for the next 6 months.
- e. **Acceptance of Rent** - BHA shall have ten business days after rent or other payments are tendered to accept the rent or payment. Any rent or other payment not returned or refunded after ten business days shall be deemed "accepted" by BHA.
- f. **Payment Method** - BHA prefers all payments in the form of certified funds (cashier's check or money order) or personal check (unless you've been late and certified funds are required). Any payments by cash must be delivered to the BHA office at 600 Park Avenue, Bremerton, WA 98337 Monday through Friday, between 9am and 4m.

#### 4. SECURITY DEPOSIT

Resident shall pay a security deposit at the time of execution of this Lease. BHA's sole obligation is to return the deposit on termination of the tenancy, less deductions for damage to property in excess of normal wear and tear, unpaid Rent or other outstanding charges, for unpaid utility charges or for cleaning costs incurred by BHA (standard cleaning fee for 1 bedroom home is \$100). BHA will mail a check to the last known address on file, and be postmarked within 21 days of move out. Check will be made payable to all lease holders, whom will be solely responsible for the division of any funds.

#### 5. UTILITIES AND EQUIPMENT

Resident is obligated to pay electric, natural gas, and other utility charges billed directly to the unit by the utility company as applicable. Resident's Rent may include an allowance for resident paid utilities. BHA has established a schedule of allowances for the use of utilities. If Resident's utility costs exceed the established allowance, no additional allowance shall be provided to Resident. BHA will provide range and refrigerator, and washer/dryers as applicable. Other major appliances may be installed such as air conditioners, freezers and or extra refrigerators with prior written approval from BHA.

#### 6. MOVING

Moving will only be permitted between 8am and 10pm. Resident shall notify office of any moves. If the community has an elevator that will need to be used for the move, Resident must make an elevator reservation with office in advance.

#### 7. REPORTING INCOME AND HOUSEHOLD (FAMILY) COMPOSITION

- a. **Income** – When requested, Resident shall provide timely and accurate information to BHA concerning household composition, income and employment.
  - i. All Residents over 18 are required to complete an annual review and sign all required forms in order to verify household income and household composition, provide all necessary documentation and signatures required to ensure compliance with HUD guidelines
  - ii. Resident's Rent may be recalculated at any time during the term of this Lease in accordance with BHA's rent policies and upon written notification Resident shall be obligated to pay the new amount.
  - iii. Resident shall complete other forms designated by BHA, describing Resident's household composition, assets and the amount and sources of all household income. Resident shall submit any other forms as may be required by BHA.
  - iv. Resident shall provide the required information on or before the date specified in BHA's request. The information supplied by Resident shall be verified and will be used to re-compute the Resident's Rent.
  - v. Whenever the Resident's Rent is less than the rental rate for Resident's income and/or household composition as a result of the Resident's failure to provide complete and accurate information, Resident Shall be notified and Resident shall pay BHA the difference between the amount actually paid and the correct amount of the Resident obligation. Thereafter, Resident shall pay BHA the properly computed Rent. Copies of the rent calculation formula are available in the Management Office and will be supplied to Resident upon request.
- b. **Reporting Changes/Interim Reviews**
  - i. Rent, as established in accordance with BHA's rent policy, and based upon information provided by Resident, shall remain in effect until the next review of income and household composition, unless during the interim Resident experiences a change of circumstance or if there is a change in Federal law or regulations that directly affects the Rent. If Resident experiences a change in income and/or a change in household composition, the reason for and amount of the change shall be reported in writing to BHA within 10 calendar days from the date of the change. Upon verification of the change, BHA shall adjust the Rent to reflect the change in income and/or household composition. Any adjustment to the Rent shall become effective as of the date provided in a Notice to Resident in accordance with BHA's rent policy.
  - ii. If a rent increase is caused by a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which BHA notifies Resident of the change in law or regulations.
- c. **Household Composition**
  - i. Resident shall report the departure of any person from the household to BHA in writing within ten (10) days of the departure. Failure to notify BHA of the departure of a household membership is a breach of this Lease. If any household member violates a provision of this Lease that is grounds for termination of the Lease, this Lease may be terminated and Resident may be evicted. This requirement also applies to family members who had been considered temporarily absent, who are now permanently absent. If a live-in aide, foster child, or foster adult ceases to reside in the unit.
  - ii. With the exception of children born to members of the household, Resident shall receive from BHA prior written approval to add new member(s) to the household and BHA may, in its sole discretion and in accordance with its policies, withhold approval. New Family and Household Members Requiring Approval With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request BHA approval to add a new family member [24 CFR 966.4(a)(1)(v)] or other household member (live-in aide or foster child) [24 CFR 966.4(d)(3)].
  - iii. Resident must receive prior written approval from BHA for a "Live-in Aide." A Live-in Aide may not be a member of the household.
  - iv. **Size of Dwelling** - BHA is required to assign units according to the size of the household. If Resident, based on household size is assigned a larger or smaller unit and such a unit becomes available, then

Resident Shall move to the new unit within 30 days after BHA notifies Resident that a unit of the appropriate size is available.

- v. **Grievance Hearing** - Upon notification that a change in the amount of Rent owed or a transfer to a different unit is required, Resident may request an explanation of the reasons for the change. If Resident disagrees with the change(s), Resident may request a grievance hearing. Such request shall be in writing within ten (10) business days of notification of the change.

## **8. RESIDENT RESPONSIBILITIES**

In addition to other obligations in this Lease, Resident, other members of the household and Resident's guest(s) and invitees are obligated to:

- a. Cooperate with BHA in its efforts to provide a safe, secure and sanitary living environment for all residents, which includes, but is not limited to, presenting photo identification upon request to security or management personnel when entering the Premises or the common areas, reporting unsafe or unsanitary conditions on the Premises, refraining from acting or speaking in an abusive or threatening manner toward neighbors, guests and BHA employees;
- b. Refrain from all illegal activity; comply with all applicable Federal, State and local laws, orders, rules and regulations;
- c. keep the Unit and the Premises in a clean, neat and sanitary condition and comply with all laws, health regulations and policies concerning the Unit, the Premises, and the community;
- d. Not use the Premises for any hazardous activity and not conduct any unlawful business activity on the Premises, in the building or on the grounds;
- e. Properly dispose of all rubbish, garbage and all other waste in a clean and sanitary manner at reasonable and regular intervals and place all (including recyclables) in the containers designated for such according to applicable schedules;
- f. Pay all extermination and fumigation costs for any Resident caused infestation;
- g. Not waste utilities furnished by BHA and properly use and operate all electrical, gas heating, plumbing and other fixtures and appliances;
- h. Not destroy, deface, damage or remove any part of the Unit or Premises, the building or the fixtures therein, including the facilities, equipment, furniture, furnishings and appliances; and not permit any member of the household, any guest, invitee or other person to do so;
- i. Promptly pay the full costs of repairing or restoring any damage caused by Resident or Resident's household members, guests, invitees or similar persons;
- j. Report promptly to the Management Office any breakage, or damage of the Unit, Premises, the building or equipment therein in need of repair, including but not limited to smoke detectors and other emergency call systems;
- k. Not make alterations to the Unit, Premises, building or grounds on which the Premises are located without prior written permission from BHA. Permission given for specific alterations shall not be permission for any other alterations;
- l. Not permit a nuisance or waste;
- m. Not allow any pets in the Unit without BHA's prior written permission. If a pet is permitted, Resident shall pay the applicable pet deposit and abide by the terms of BHA's Pet Policy;
- n. Unless exempt, participate in community service or self-sufficiency activities as required by law and/or BHA policy;
- o. Take reasonable and necessary precautions to prevent fire and water damage; and pay for damages resulting from fire and water damage.

## **9. NOTICES**

To BHA: Any notice required by this Lease, or by law, to be served upon BHA shall be personally delivered by Resident to BHA's staff at the Management Office during normal business hours, or mailed to BHA by first class mail at 600 Park Avenue, Bremerton, WA 98337.

To Resident: BHA shall notify Resident in writing of any proposed adverse action and the specific grounds for the action including, but not limited to, a proposed Lease termination, termination of housing subsidy, transfer of Resident to another unit, charges for maintenance and repair and any other charges. Any notice or billing (other than a Lease termination notice) that is required by this Lease to be sent to Resident, shall be deemed sufficient if mailed to Resident at the address on this Lease.

## **10. ENTRY**

BHA may enter the Unit at any time when BHA has reasonable cause to believe an emergency exists or reasonably believes the Unit to be abandoned. Upon giving at least forty-eight (48) hours advance written notice, BHA may enter the Unit during reasonable hours for the purpose of making improvements or repairs, performing routine or annual inspections, maintenance or to show the Unit for re-leasing. In the event an adult member of Resident's household is not present at the Unit at the time of entry, BHA Shall leave at the Unit a written statement specifying the date, time and purpose of the entry. Tenant may not change locks or install additional locks to the Unit.

## **11. MAINTENANCE**

- a. BHA shall maintain the buildings and facilities (including plumbing, heating, electrical systems, elevators, appliances), common areas and grounds, in a decent, safe and sanitary condition in conformity with the requirements of local housing codes and applicable regulations and guidelines of HUD.
- b. BHA agrees to make needed repairs to the Unit within the time required by law or within a reasonable time after Resident notifies BHA in writing of the defect or damage.
- c. BHA will offer standard accommodations, if available, to Resident when the Unit or the Premises are not habitable through no fault of Resident, and necessary repairs (under b. above) cannot be made within a reasonable time.
- d. BHA shall provide and maintain appropriate receptacles and facilities for the deposit of garbage and other household solid waste to be removed from the Premises by Resident as required by this Lease, and will provide disposal service for garbage and other household solid waste. BHA shall not, however, provide containers for the exclusive use of individual residents and households.
- e. Rent shall be abated if the Unit is uninhabitable, through no fault of Resident, unless alternate accommodations are offered Resident. Rent shall not be abated if Resident rejects standard alternative accommodations or if the damage was caused by Resident, Resident's household members or guests.

## **12. TERMINATION OF LEASE**

- a. After the first 12 months of the initial tenancy have been completed, Resident may terminate this Lease by giving written notice to BHA of intention to terminate at least twenty (20) days before the end of the month. After Resident gives notice of termination, Resident shall pay rent until the Unit is vacated, or through the end of the month in which the notice is given, whichever occurs last. If BHA rents the Unit before the end of the month for which rent is to be paid, Resident's obligation to pay rent shall end when a new Resident begins paying rent. In the event Resident fails to give timely notice, Resident shall be liable for Rent for thirty (30) days from the day Resident gives notice or BHA learns that Resident has moved out.
- b. BHA may terminate this Lease in accordance with HUD regulations , BHA policies, State and local law as follows:

- I. **Notice of Eviction** - BHA shall give Resident fourteen (14) calendar days written notice of BHA's intention to terminate the Lease for failure to pay Rent. In the event Resident commits a nuisance or waste on the Premises, or is involved in serious or repeated breaches, including but not limited to criminal and/or drug related activity as described below, BHA may give Resident a three (3) day notice, or a notice of a longer period of time depending on the seriousness of the criminal activity including the nature of the threat to the health or safety of other residents or BHA employees. When BHA terminates this Lease for any other violation of the Lease, other than nuisance, waste, criminal activity or non-payment of Rent, BHA Shall provide not less than thirty (30) days written notice. If Resident had a lease with BHA within the twelve (12) months prior to signing this Lease, BHA may base evictions on any violations that occurred within the previous twelve months, whether during the term of this Lease or the previous lease. BHA will give written notice of 14 calendar days for nonpayment of rent. For all other lease terminations BHA will give 30 days' written notice unless a shorter time period is allowed by Washington State Residential Landlord Tenant Act.
- II. **Abandonment** - The Unit and the Premises shall be considered abandoned if Resident is delinquent in rent and has indicated by words or actions an intention to discontinue living in the Unit. Resident shall be liable to BHA for the costs and expenses incurred in removing Resident's property from the Unit and the Premises, for storing the property and for any costs that BHA incurs in disposing of the property. If personal property left by Resident is stored, BHA Shall mail a written notice to Resident at Resident's last known address advising that the property will be disposed of in the manner provided by law unless claimed by Resident within 45 days of the notice.
- III. **Death** - Upon the death of Resident, this Lease shall terminate. Resident's estate shall be liable for any unpaid Rent and other charges accrued until Resident's property is claimed and removed from the Premises or from storage. Resident is encouraged to provide BHA with instructions regarding a person or persons that BHA can contact who should be granted access to Resident's Unit in the event of Resident's incapacity or death, on their Emergency Contact Sheet. If no one is authorized to remove Resident's belongings or if the person authorized cannot be reached after reasonable efforts, BHA Shall dispose of the property.
- IV. **Serious or Repeated Breaches** -
  - i. This Lease will be terminated immediately by BHA if any member of the household is, or at any time has been, convicted of the manufacture or production of methamphetamine in any federally assisted housing.
  - ii. This Lease may, at BHA's sole discretion, be terminated for the following:
    1. Any drug-related criminal activity engaged in on or off the Premises by Resident or any member of Resident's household;
    2. Use of illegal drugs by Resident or any household member or guest;
    3. Any criminal activity by Resident, member of Resident's household, guest or other person under Resident's control that threatens the health, safety or right to peaceful enjoyment of the Premises by any resident(s), or that threatens the health, safety or right to peaceful enjoyment of other persons residing in the immediate vicinity of the Premises, or creates, permits or maintains a nuisance and/or waste in the unit or on and about the Premises;
    4. Failure to pay Rent or other charges when due;
    5. Failure to comply with any material term of this Lease; any amendment or addendum to this Lease; or with the Community Rules attached hereto;
    6. Any dangerous or destructive conduct by Resident, or Resident's household members or guests;
    7. Any conduct that threatens other residents, the guests of other residents, employees or agents of BHA, or other persons on BHA property;
    8. Any conduct that unreasonably interferes with the quiet enjoyment of other residents;

9. Any behavior, including behavior resulting from drug or alcohol abuse, that adversely affects the health, safety, or the right to peaceful enjoyment of any resident(s) or guest(s), or that adversely affects the health, safety or welfare of BHA employees, agents or invitees;
  10. Providing false or incomplete information, or failing to provide notice as required under this Lease;
  11. Subletting the Premises, assigning the Lease or allowing unauthorized person(s) to reside on the Premises or any portion thereof;
  12. Any actions of Resident or Resident's household members or guests that causes a fire or other damage in the Unit or on the Premises or on other BHA property.
- V. **Costs and Attorney's Fees** - The prevailing party in any legal action or incident to the tenancy shall be entitled to reasonable costs and attorneys' fees or attorney's fees as provided by law.

**13. Termination of Housing Assistance** - This Lease may be terminated by BHA upon the termination of Resident's low-income public housing rent subsidy as described below.

- a. **Notice of Termination** - Notices of termination shall state the basis for the termination and shall summarize
  - I. Resident's right to respond to the notice;
  - II. Resident's right to examine BHA documents related to the termination;
  - III. Resident has a right to a grievance hearing according to the BHA grievance procedure in effect at the time the notice of termination is given.
- b. **Payments following Termination of Tenancy** - Whenever BHA gives Resident a notice of termination of tenancy, Resident shall continue to pay rent when due as long as Resident occupies the Premises, including the period of time for any legal action or procedure. Failure to make such payments shall constitute a breach of this Lease for which Resident may be evicted. BHA may accept rent payments in these circumstances without waiving its right to terminate the Lease or evict Resident. If the Lease is terminated for nonpayment of Rent, acceptance of partial payments by BHA shall not constitute a waiver of BHA's right to proceed with the eviction and terminate the tenancy.
- c. **Grievance Hearings** - Upon request, Resident shall be granted a grievance hearing to contest a proposed tenancy termination provided that Resident first pays into an escrow account all Rent that BHA claims to be due and owing, and provided further that Resident continues to pay Rent payments into the escrow account until the grievance procedure is completed. No grievance hearing will be provided if Resident fails to make the required escrow payments.

#### **14. TERMINATION OF HOUSING SUBSIDY**

Termination of Resident's tenancy shall also terminate the Resident's housing subsidy. Resident's failure to complete any required recertification for a housing subsidy will result in the automatic termination of Resident's rent subsidy and Resident will be charged the full market rent (Unit Rent) for the Unit effective the first day of the month following termination of the rent subsidy. In addition, the Resident may be subject to eviction in accordance with Section 12.

#### **15. MISREPRESENTATION/FRAUD**

Any misrepresentation or fraud by Resident related to this Lease or tenancy, or in connection with any other federal housing assistance program shall be grounds for termination of this Lease and/or Resident's low income public housing subsidy. Any misrepresentation or fraud by Resident will also subject Resident to both civil and criminal prosecution that may include restitution, criminal fines and imprisonment. Deliberate misrepresentation includes, but is not limited to knowingly or recklessly

providing any false information or statement or knowingly failing to provide information or report changes in family income or composition in a timely manner and/or any deliberate act or omission that is done to receive benefits or services to which the household is not entitled. Fraud includes any deliberate misrepresentation by Resident, or any member of Resident's household, during the application and household income and composition review process, or during the Resident's tenancy.

#### **16. ADMONISHMENTS**

To ensure the safety of residents, Resident's guests and BHA employees, BHA expressly reserves the right to exclude and/or admonish non-residents from the Unit and the Premises and from any property owned by BHA, including all grounds, common areas, parking areas and hallways. Neither Resident nor Resident's guests may invite or allow anyone, who has been excluded from BHA property or for whom a trespass admonishment is in effect, onto any BHA property for any reason. Any Resident who invites or allows any family member, guest or invitee onto the Premises or onto any BHA property, who has been excluded or admonished from any BHA property, shall be in violation of this lease and subject to eviction.

#### **17. INSPECTION**

After service of lawful notice, Resident Shall make the Unit available for inspection by BHA, HUD or other government entity, and by any person or entity that has an ownership interest in the Premises.

- a. **Vacate** - When Resident vacates the Unit, BHA will inspect the Unit and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or Resident's representative may join in the inspection. Any property left by Resident in the Unit or on the Premises Shall be stored and/or disposed of in accordance with law at the expense of the resident.

#### **18. RULES, REGULATIONS AND MODIFICATIONS**

Rules, regulations, utility allowances, schedules of charges for special services, repairs, maintenance and other costs identified in this Lease are incorporated herein by reference in their entirety and made a part of this Lease and are available for inspection in the Management Office during normal business hours. These Terms and Conditions of Occupancy, the Community Rules and regulations, utility allowances, schedules of charges for special services, repairs, maintenance and other costs may be modified or amended from time to time. BHA Shall provide Resident written notice of, and an opportunity to comment upon, any substantial modifications or amendments to any of the forgoing at least thirty (30) days before their effective date.

#### **19. LIABILITY**

BHA Shall not be liable for any loss, expense or damage to any person or property except as caused by the negligence of BHA's employees or agents or invitees. Resident shall pay, or reimburse BHA, for any cost incurred by BHA arising from any act or neglect of Resident, or of Resident's household members, guests, invitees or agents.