



Section 8 Housing Choice
Voucher (HCV) Program
Kitsap & Mason County

Family Handbook

Last updated October 2022

Table of Contents

Mission Statement	1
Your Housing Search.....	2
Extensions.....	2
Request for Tenancy Approval (RFTA).....	3
The Process of Searching with a Housing Choice Voucher.....	4
Before You Get Started with Your Housing Search.....	5
Apartment Complexes & Property Management Companies in Kitsap & Mason County	6-7
Occupancy & Payment Standards.....	8
Rent Calculation.....	9
The Affordability Rule.....	10
Calculating Affordability Tools:	
The Affordability Estimate Worksheet.....	11
How to Read Utility Allowance Charts.....	12
Calculating Affordability Checklist for Shoppers.....	13
Finding an Affordable Unit to Apply For.....	14
Information to Owners.....	15
Getting Your Rental Approved.....	16
Housing Quality Standards (HQS) Checklist for Landlords.....	17
Kitsap County Poverty Level Map & Other Data.....	18-22
Mason County Poverty Level Map & Other Data.....	23-24
Kitsap & Mason County Racial Demographic Map.....	25
Maintaining Your Rental Assistance.....	26-27
Grounds for Termination of Housing Assistance.....	28
Client/Tenant Rights & Protections (Notice of Right to Reasonable Accommodations)..	29
Informal Hearings.....	30
Fair Housing: It's Your Right and It's the Law.....	31
Portability.....	32
Western Washington County Map of Surrounding Housing Authorities.....	33
Contact Information for Surrounding Housing Authorities.....	34
Western Washington Surrounding Jurisdictions Data.....	35-38
Annual & Interim Recertifications	
Reporting Regulations.....	39
Required Information about Your Family Income & Assets.....	40
Allowable Expenses.....	41
Sample Documents	
Change of Circumstance (COC) Form for Participants.....	42-43
Participant Request for Informal Hearing.....	44-45
Request for a Reasonable Accommodation/Modification.....	46-47

Attachments

Fair Housing: Equal Opportunity for All.....	A
Are You a Victim of Housing Discrimination.....	B
A Good Place to Live!.....	C
Protect Your Family from Lead in Your Home.....	D
Your Rights as a Tenant in Washington State.....	E
Tenants are Protected from Discrimination Based on Source of Income.....	F
Things You Should Know.....	G
Applying For HUD Housing Assistance? Think About This...Is Fraud Worth It?.....	H
What You Should Know About EIV.....	I
Notice of Occupancy Rights Under the Violence Against Women Act (VAWA).....	J
VAWA Certification Form.....	K
HUD Tenancy Addendum.....	L
Kitsap Community Homeless & Low-Income Resource Guide.....	M
 KITSAP & MASON COUNTY 2022 & 2023 PAYMENT STANDARDS.....	 N
KITSAP COUNTY UTILITY ALLOWANCE SCHEDULES.....	O
MASON COUNTY UTILITY ALLOWANCE SCHEDULES.....	P

**Welcome to the Bremerton Housing Authority
Section 8 Housing Choice Voucher Program!**

MISSION STATEMENT

"The Bremerton Housing Authority's mission is to provide high quality, stable and sustainable housing and related services to people who have limited financial means. Our work is to help our clients become economically self-sufficient and at the same time strengthen communities. We will use our public and private resources efficiently and effectively."

You have successfully completed the Housing Authority application and eligibility process. Today you will be issued a **Voucher** under the Housing Choice Voucher Program.

This booklet is your informational guide to:

- ✓ **How to locate a suitable unit for your family**
- ✓ **Your rights and responsibilities as a participant of the HCV program**
- ✓ **How to maintain your HCV with the Bremerton Housing Authority**

Provided for your reference are the following:

"Fair Housing – It's Your Right":

Explains how your landlord must comply with the Federal Fair Housing Act that prohibits discrimination in housing on the basis of: race, color, national origin, religion, disability, familial status, gender, gender identity, marital status, age.

"Your Rights as a Tenant in Washington State":

A publication from the Northwest Justice Project that goes over your rights and responsibilities as a tenant.

"A Good Place to Live":

This booklet explains what the Housing Quality Standards (HQS) are and why they are important to you.

"Protect Your Family from Lead in Your Home":

Explains the dangers and prevention on Lead from paint, dust and soil in and around your home.

Your Housing Search

The Section 8 Housing Choice Voucher (HCV) rental assistance program authorizes you to look for a unit to rent with the program subsidy and is a contract between you and Bremerton Housing Authority (BHA).

You have 120 days to search. We strongly recommend you get started as soon as possible.

Extensions

BHA will approve one 90-day extension upon written request from the family. Request must be received prior to the extension date.

BHA will approve an additional extension past this only in the following circumstances:

- It is necessary as a reasonable accommodation for a person with disabilities.
- It is necessary due to reasons beyond the family's control or if the family can show good cause for needing the extension, as determined by BHA.

Any request for an additional extension must include the reason(s) an additional extension is necessary.

Suspensions

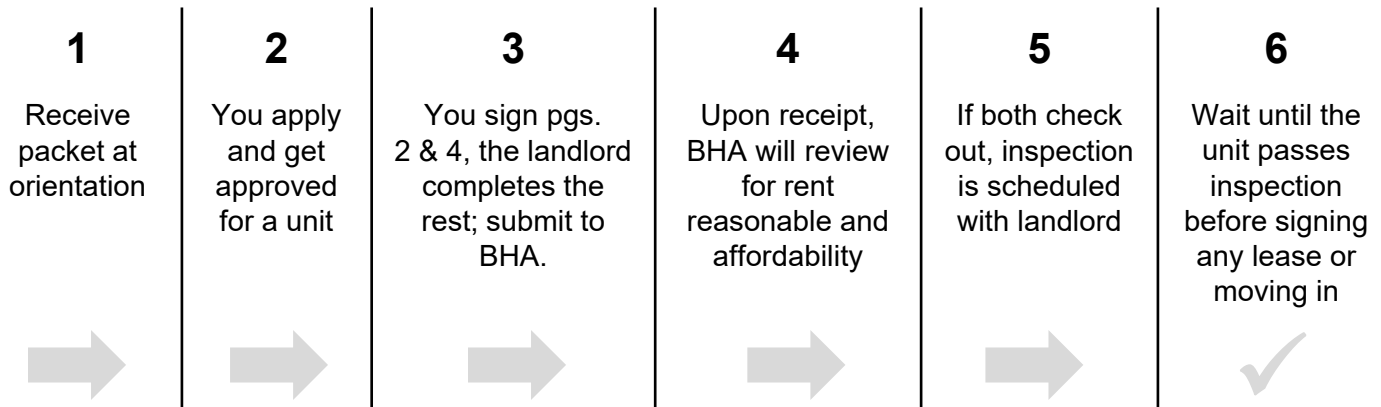
Suspension means stopping the clock on a family's voucher term from the time the family submits the Request for Tenancy Approval (RFTA) until the time the housing authority approves or denies the RFTA.

The term of the voucher will be suspended for the period of time between the date the RFTA is received and the date the RFTA is approved or denied.

See the next page for more information about the RFTA and its process.

Request for Tenancy Approval (RFTA)

RFTAs are a packet that you and the landlord will fill out and submit to BHA for our Inspectors to review. Below is a broad overview of the process of the RFTA:



Important points to remember

- ✓ If the unit fails inspections, continue your housing search
- ✓ When you turn in a RFTA to BHA, your time clock stops ticking. This is called a suspension. The suspension starts again after the RFTA is either approved or denied
- ✓ An inspection can take anywhere from 5-10 business days to be scheduled
- ✓ If you want to lease in place (use your voucher where you currently live), please let us know

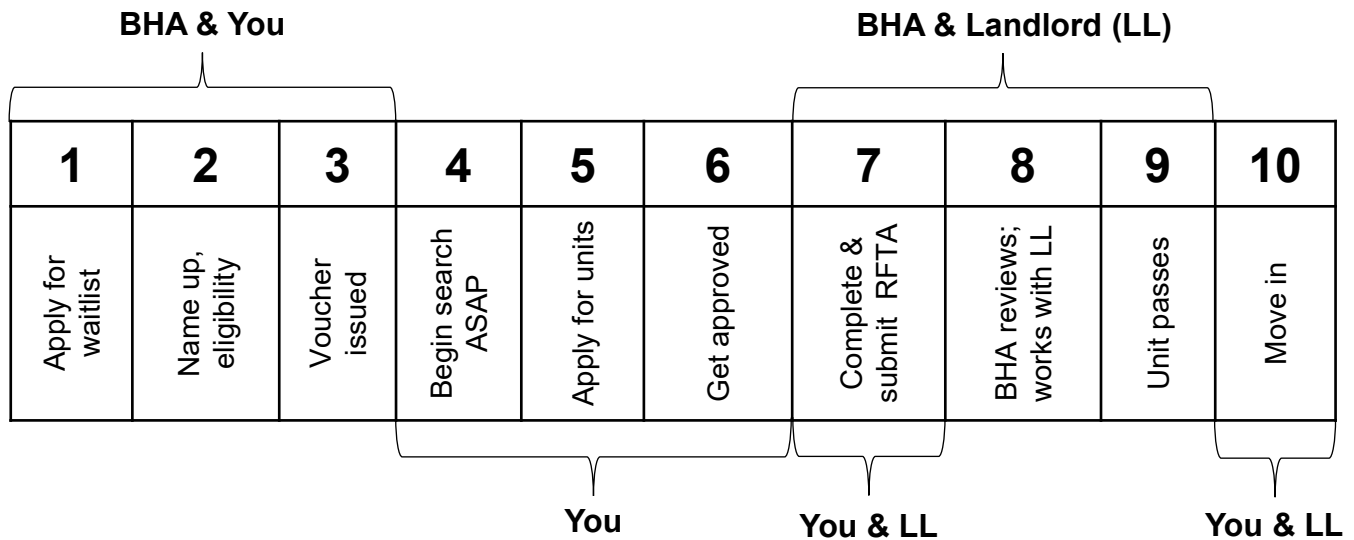
*****DO NOT SIGN A LEASE OR PAY A DEPOSIT
UNTIL YOUR UNIT PASSES INSPECTION*****

Important Information about the HUD Tenancy Addendum

All provisions in the HUD-required Tenancy Addendum must be added word-for-word to the owner's standard lease form. The Tenancy Addendum includes the HUD requirements for the Tenancy. Because it is part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner. If there is a conflict between the owner's lease and the Tenancy Addendum, the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

The Process of Searching with a Housing Choice Voucher

The entire process below is a general overview of your housing search from start to finish. You are at stages 3 to 4. Getting started sooner rather than later is encouraged in order to give you enough time to find a unit suitable for you. Take note of the places throughout this process where there are overlaps between you, your prospective landlord, and BHA.



1. Apply for Section 8 waitlist
2. Name up on waitlist, Section 8 eligibility determined
3. Orientation scheduled; Section 8 voucher issued
4. Begin housing search ASAP
5. Find units you want to apply to
6. Get approved for a unit you apply to
7. You and landlord will complete and submit your RFTA packet; submit to BHA (don't forget a blank copy of the lease)
8. BHA, upon receipt, reviews for affordability and rent reasonableness, and if both check out, contacts the landlord to schedule the inspection
9. BHA works with the landlord to get unit passed
10. Once it passes, you and the landlord can sign your lease

Before you get started with your housing search

1	BOOKMARK
	<p>BHA Available Affordable Listings Page www.bremertonhousing.org/housingsearch (These listings are ALL calculated for affordability, listed by location and regularly updated)</p>
2	LEARN ABOUT
	<p>Washington State's 2018 Source of Income Discrimination law before you get started. A handout titled Tenants are Protected from Discrimination Based on Source of Income published by WashingtonLawHelp is included as an attachment in this handbook (after the NW Justice Your Rights as a Tenant in Washington State booklet.</p>
3	REMEMBER
	<p>BHA has NOT contacted any of the below properties or companies to find out about unit vacancies or details. <i>These are only properties that have worked with Section 8 in the past.</i> It will be your responsibility to inquire about:</p> <ul style="list-style-type: none"> • Availability of correct bedroom size • Affordability for your household (make sure you know how to calculate your affordability) • Rental screening • Security deposits and other move-in costs • Any other details you have questions about
<p>Websites to search for available units:</p> <ul style="list-style-type: none"> • www.bremertonhousing.org/housingsearch • www.zillow.com • www.showmethereant.com • www.forrent.com • Facebook Marketplace • www.craigslist.com • www.affordablehousing.com <p>Other ways to search:</p> <ul style="list-style-type: none"> • Word of mouth • Look for "For Rent" signs 	

Apartment Complexes in Kitsap & Mason County:

- Abbey Lane Apartments, Port Orchard (360) 871-2295
- Alta Pointe, Port Orchard (360) 876-2277
- Asgard, Poulsbo (360) 598-3835
- Ashford House Apartments, Belfair (Mason) (360) 275-1400
- Azure, Bremerton (360) 932-3163
- Baybridge, Bremerton (360) 373-5202
- Bayview East, Bremerton (360) 627-7414
- Bayview West, Bremerton (360) 373-6333
- Bay Vista Communities, Bremerton (360) 479-4600
- Cascade Ridge, Silverdale (360) 447-6109
- Cedar Park Apartments (360) 479-4020
- Conifer Wood Apts., Port Orchard (360) 871-5581
- Continental Apartments, Poulsbo (360) 779-5575
- Cottage Bay, Bremerton (360) 308-0212
- Danwood Apartments, Silverdale (360) 662-1100
- Erlands Point, Bremerton (360) 479-6202
- Frank Chopp Place, Bremerton (360) 377-7744
- Fjord Vista II, Poulsbo (360) 779-6939
- Griffin Glen Apartments, Bremerton (360) 405-6005
- Hidden Firs, Bremerton (360) 377-6970
- Hillsider 50 Apartments, Poulsbo (360) 779-9340
- Indigo Apartment Homes, Bremerton (360) 523-1749
- Island Terrace Apartments, Bainbridge Island (206) 842-1280
- Kingston Ridge, Kingston (360) 297-7003
- Liberty View Apartments, Poulsbo (360) 598-3835
- The Jackson Apartments, Port Orchard (360) 871-3440
- The Lofts (formerly Birchwood), Bremerton (360) 373-0298
- Max Hale Center, Bremerton (360) 792-2117
- Milano Apartments, Bremerton (360) 373-3990
- Olympic Village, Bremerton (360) 698-6900
- Orchard Pointe, Port Orchard (360) 876-4789
- Orchard on the Green, Port Orchard (360) 876-1818
- Park Ridge Apartments, Bremerton (360) 373-1635
- Parkwood Terrace Apartments, Bremerton (360) 373-3252
- Park Place Apartments, Bremerton (360) 698-7345
- Pine Gardens, Shelton (Mason) (360) 426-3910
- Reserve at Blueberry Park, Bremerton (360) 373-3733
- Ridgetop Apartments, Silverdale (360) 692-2223
- Rhododendron, Bainbridge Island (206) 842-8144
- South Court Apartments, Bremerton (833) 275-8206
- The Vineyards, Bremerton (360) 698-3044
- Timber Run, Port Orchard (360) 871-3440
- SeaGlass Village, Bremerton (360) 373-4200
- Silvercrest Apartments, Silverdale (360) 692-4233

- Trillum Heights, Silverdale (360) 591-7556
- Viewcrest Village, Bremerton (360) 525-2623
- Village Fair, Bremerton (360) 454-9739
- WaterView Apartments, Bremerton (360) 454-9905
- Wellington Apartments, Silverdale (360) 328-1510
- Windsong Apartments, Poulsbo (360) 779-6244
- Winton Woods Phase I and II, Poulsbo (360) 502-7239

Senior

- Finch Place Apartments, Bainbridge Island (206) 842-0724
- Fjord Manor, Poulsbo (360) 779-6939
- Golden Tides II & III, Silverdale (360) 308-9582
- Madrona Manor, Port Orchard (360) 871-5798
- Port Orchard Vista, Port Orchard (360) 519-3659
- Village Green, Kingston (360) 297-2836
- Vintage at Bremerton (360) 479-8300
- Vintage at Silverdale (360) 308-9600

Property management companies (not a comprehensive list)

Kitsap County:

1. Alger Property Management (360) 662-8870
2. Coldwell Banker/Park Shore Property Management (360) 871-2332
3. Details Property Management (360) 535-8104
4. Good Property Management (360) 698-2464
5. Harcourts Peninsula Properties (360) 307-8114
6. Ison Realty (360) 373-0317
7. Kitsap Home Rental Services (360) 698-8200
8. Kitsap Property Management Inc (360) 769-3333
9. Niels G. Nielsen Services, Ltd (360) 377-4498
10. Olympic Property Management (360) 895-6075
11. Paramount Property Management LLC (360) 874-0500
12. Peninsula Property Management (360) 307-8114
13. Pickett Property Management, Inc. (360) 698-7840
14. Puget Sound Property Management (206) 842-9557
15. Realty Station Inc. (360) 377-5699
16. Reid Property Management (360) 698-4026
17. Sound West Group (360) 813-3813
18. The Joseph Group (425) 250-5559
19. West & Wheeler (360) 479-3024
20. Windermere Property Management/West Sound (360) 516-6243

Mason County:

1. Gateway Property Management (360) 426- 3988
2. Mell Property Management (360) 427-1339
3. Richard Beckman Realty Group (360) 426-5521

Occupancy Standards

Occupancy standards involve your household size and composition. They are used to determine your voucher size. Your voucher size determines how many bedrooms you're going to be able to shop for.


How your voucher (and bedroom) size is determined

Voucher size	Persons in Household	
	Minimum number	Maximum number
0	1	2
1	1	2
2	2	4
3	3	6
4	4	8
5	6	10

Payment Standards

- Payment standards are the maximum amount BHA can pay each month for Gross Rent (rent AND utilities you as the tenant are responsible for).
- BHA uses Payment Standards to determine what is a reasonable amount of rent to pay for each bedroom size in our area.
- If you select a smaller unit than your voucher size allows, BHA will use the payment standard for the unit
- Payment Standards are updated annually, so we will not list them here. Instead, please see the Payment Standards attachment towards the end of the Handbook for the most current.

Your Affordability Estimate Worksheet lists the Payment Standard for your household. Payment Standards are based off of voucher size. Notice how any income your household has is added to it to calculate your Line 9 Shopping amount. On the next page, we'll show you how your rent portion is calculated using examples.



622 Park Avenue
Bremerton WA 98317
(360) 479-2834
(360) 479-2827
www.bremertnhousing.org

Affordability Estimate Worksheet

Head of Household: _____ Voucher Issued: _____
 Specialist: _____ Voucher Expires: _____
 Program: _____

RENT BURDEN (AFFORDABILITY) WORKSHEET

According to HUD regulations, Housing Choice Voucher participants may pay up to 40% of monthly adjusted income as rent. If the gross rent for the unit you select is less than line 8 below you will be paying 30% of your income as rent. If the gross rent for the unit you select is between line 8 and line 9 you will be paying closer to 40% of your monthly adjusted income as rent. Please keep this in mind as you are searching for a unit.

1.	Annual Income	
2.	Deductions to Income	
3.	Annual Adjusted Income	
4.	Monthly Adjusted Income (#3 Divided by 12)	
5.	40% of Monthly Adjusted Income	
6.	30% of Monthly Adjusted Income	
7.	Difference (#5-#6)	
8.	Payment Standard for Family	
9.	Payment Standard + #7	

Rent + Utility Allowance For Unit **MUST** be LESS than Line 9

Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 42), military status, veteran status, or marital status in admission or access to its programs.
 Equal Opportunity Statement
 If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 479-2122, TTY: (360) 479-2828.

Rent Calculation

The process of determining your rent portion is called rent calculation. This is all based off of your Annual Adjusted Income (Line 3 of your Affordability Estimate Worksheet). 2 Examples are listed below:

The Smith Household

- 2 children, 3 and 6
- 2 adults, Rosie and John
- Rosie employed full time
- John employed part time
- Children attend daycare while adults work
- Household annual income: \$21,500.00
- Daycare expenses: \$150.00/month
- Dependent deduction: \$480 x 2 children

Add all annual household income

Rosie's annual wages +	\$13,330.00
John's annual wages	\$8,170.00
Household annual income	\$21,500.00

Now, minus the deductions

Dependent deduction x 2	\$960.00
Annual daycare expense	\$1,800.00
Total deductions	\$2,760.00

Annual Adjusted Income
(household annual income
minus deductions) **\$18,740.00**

The Jones Household

- Single person household (David)
- Permanently disabled, unable to work
- Receives \$552.00/month for Social Security Disability
- Receives \$78.00/month pension
- David has extensive out of pocket medical expenses, which meet the medical threshold of 3% of his income. After this is met, the remaining expenses can be deducted from his annual income.
 - Medicare premiums: \$58.70/month
 - Prescription copays: \$495.00/year
 - Disability deduction: \$400.00

Add all annual household income

Annual SS income	\$6,624.00
Annual pension	\$936.00
Household annual income	\$7,560.00

Now, minus the deductions

Medicare premiums	\$704.40
Prescription co-pays	\$495.00
Disability deduction	\$400.00
Total deductions =	\$1,599.40

Minus 3% of annual income
to meet medical threshold - \$227.00

*Total deduction amount to
subtract from annual income* **\$1,372.40**

Annual Adjusted Income
(household annual income
minus deductions) **\$6,187.60**

The Affordability Rule

Determining affordability ensures that the unit is affordable for your household per HUD guidelines. You will be required to pay at least 30% of your monthly adjusted income for rent and utilities. Below, you will see how to calculate 30 – 40% of your monthly adjusted income using the Affordability Estimate Worksheet and the Smith family from the previous page as an example.



600 Park Avenue
Bremerton WA 98337
(p) 360-479-3694
(f) 360-616-2927
www.bremertonhousing.org

Affordability Estimate Worksheet

Head of Household: Rosie Smith Voucher Issued: MM/DD/YYYY
Specialist: _____ Voucher Expires: MM/DD/YYYY

Program: b_hcv

RENT BURDEN (AFFORDABILITY) WORKSHEET

According to HUD regulations, Housing Choice Voucher participants may pay up to 40% of monthly adjusted income as rent. If the gross rent for the unit you select is less than line 8 below you will be paying 30% of your income as rent. If the gross rent for the unit you select is between line 8 and line 9 you will be paying closer to 40% of your monthly adjusted income as rent. Please keep this in mind as you are searching for a unit.

1. Annual Income	\$21,500.00
2. Deductions to Income	\$2,760.00
3. Annual Adjusted Income	\$18,740.00
4. Monthly Adjusted Income (#3 Divided by 12)	\$1,561.67
5. 40% of Monthly Adjusted Income	\$624.67
6. 30% of Monthly Adjusted Income	\$468.51
7. Difference (#5-#6)	\$156.17
8. Payment Standard for Family ***	\$2920.00***
9. Payment Standard + #7	\$3,076.00

Rent + Utility Allowance For Unit **MUST** be LESS than Line 9

Keep in mind:

If the Gross Rent (rent plus utility allowance) is:

- Less than Line 8, you will be paying 30% of your income (Line 6) as rent
- Between Line 8 & 9, you will be paying closer to 40% of your income as rent



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. TTY: (360) 377-8606



*** This number is an example number used for this scenario. For updated/current Payment Standards, please refer to the end of Family Handbook.

Calculating Affordability Walk-Through: The Affordability Estimate Worksheet



600 Park Avenue
Bremerton WA 98337
(p) 360-479-3694
(f) 360-616-2927
www.bremertonhousing.org

Affordability Estimate Worksheet

Head of Household: _____ Voucher Issued: _____
Specialist: _____ Voucher Expires: _____

Program: _____

RENT BURDEN (AFFORDABILITY) WORKSHEET

According to HUD regulations, Housing Choice Voucher participants may pay up to 40% of monthly adjusted income as rent. If the gross rent for the unit you select is less than line 8 below you will be paying 30% of your income as rent. If the gross rent for the unit you select is between line 8 and line 9 you will be paying closer to 40% of your monthly adjusted income as rent. Please keep this in mind as you are searching for a unit.

1. Annual Income
2. Deductions to Income
3. Annual Adjusted Income
4. Monthly Adjusted Income (#3 Divided by 12)
5. 40% of Monthly Adjusted Income
6. 30% of Monthly Adjusted Income
7. Difference (#5-#6)
8. Payment Standard for Family
9. Payment Standard + #7

Allowance For Unit **MUST** be LESS than Line 9

1
Your "Line 9
Shopping" Amount

2
How Section 8
Calculates Your
Income & Rent
Portion

...of race, color, creed, national origin, religion, disability, sex, sexual orientation,
...lower retaliation, or familial status in admission or access to its programs.
...Equal Opportunity Employer.
...Contact the BHA Section 504 Coordinator at (360) 616-7122. TTY: (360) 377-8606



Calculating Affordability Walk-Through: How to Read Utility Allowance Charts, Step by Step

1) Unit Type

2) Bedroom Size

3) Locality (area)

4) Unit Heating Type

5) Cooking Heat Type

6) Other Electric

7) Water Heating Type

8) Water Company

9) Sewer Company

10) Trash

11) Fridge & Range

12) Electric and/or Gas Monthly Service Fee

Utility Allowance Schedule Tenant-furnished utilities and appliances		U.S. Department of Housing and Urban Development Office of Public and Indian Housing		OMB Approval No. 2577-0169 exp. 7/31/2022					
Locality/PHA	Unit Type	Date (m.m/dd/yyyy)							
Bremerton & Kitsap County		10/01/2022							
Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating-Natural Gas									
Heating-Electric									
Heating-Fuel Oil									
Heating-Propane									
Heating-Wood									
Heating-Electric Heat Pump									
Cooking-Natural Gas									
Cooking-Electric									
Cooking-Propane									
Other-Electric									
Water Heating-Natural Gas									
Water Heating-Electric									
Water Heating-Fuel Oil									
Water Heating-Propane									
Water-In-City of Bremerton									
Water-Out-City of Bremerton									
Water-In-City of Poulsbo									
Water-Out-City of Poulsbo									
Water-Kitsap PUD									
Water-North Perry Avenue									
Water-West Sound Utility									
Water-Aquarius									
Water-City of Bainbridge Island									
Water-Port Orchard									
Sewer-In-City of Bremerton									
Sewer-Out-City of Bremerton									
Sewer-In-City of Poulsbo									
Sewer-Port Orchard									
Sewer-Out-City of Poulsbo									
Sewer-Kitsap County									
Sewer-City of Bainbridge Island									
Sewer-West Sound Utility									
Trash Collection									
Refrigerator									
Range									
Electric Monthly Service Fee									
Gas Monthly Service Fee									

* Calculation based on lower of Unit Size and Voucher Size

Calculating Affordability Checklist

Use with Affordability Estimate Worksheet & Utility Allowance Chart

Asking rent		Utilities you as the tenant would be responsible for (check all that apply) <div style="text-align: center;"> <input type="checkbox"/> Electric <input type="checkbox"/> Gas </div> <div style="text-align: center;"> <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Trash </div>
Voucher size		
Bedroom size <i>(cannot be less than voucher size)</i>		
Line 9/Shopping Amount		

Use these tables to add your numbers. Refer to #2 on the Utility Allowance Chart (bedroom size)

Numbers 4, 5, 6 & 7 (Heating)	
Unit heating amount	
Cooking heating amount	
Water heating amount	
Any electric? If yes, amount	

Number 11 (Fridge & Range) <small>Only count if unit does not come with a fridge and/or range</small>	
Refrigerator amount	
Range amount	

Numbers 8, 9, 10 (Water, Sewer, Trash)	
Water company amount	
Sewer company amount	
Trash amount	

Number 12 (Monthly Service Fees)	
If unit has electric, amount	
If unit has gas, amount	

Total for this column _____

Total for this column _____

TOTALS	
	Asking Rent
+	Utility Allowance <i>(add both column totals from above)</i>
TOTAL =	
Line 9 Shopping amount	
Is TOTAL equal to or less than Line 9 Shopping amount? If yes, then unit is affordable	

Finding an Affordable Unit to Apply For

There is information you will need before you can calculate affordability. Once you've located a unit you're interested, you will need to know the following:

1. What is my Line 9 Shopping amount?
2. How much is the asking rent?
3. What building type is the unit?
4. What utilities is the tenant responsible for? (example: water, sewer, garbage, electric, gas)
5. For utilities the tenant is responsible for:
 - a. Does the unit have electric, gas or both?
 - b. Is the unit heating electric or gas?
 - c. Is the cooking heating electric or gas?
 - d. Is the water heating electric or gas?
 - e. What water company services the unit?
 - f. What sewer company services the unit?

Once you have the answers to these questions, you can use your Calculating Affordability Checklist to determine affordability.

Calculating Affordability Examples

For this exercise we will need you to get out 3 things: the sample Affordability Estimate Worksheet for Rosie Smith, the most updated Utility Allowance charts, and the Calculating Affordability Checklist. We will use the Rosie's worksheet along side the other documents to figure out what listings are affordable for her from the below examples.

Example unit listing	Affordable?	Calculation
<ul style="list-style-type: none">• 5679 Orchard Ave, Bremerton 98311• 3 bedrooms, 1.5 baths• \$2,350 /month• Duplex• Utilities in unit: electric, water, sewer, garbage• Utilities included in rent: water• Utilities tenant responsible for: sewer, trash, electric	<p style="text-align: center;">Affordable</p> <p>This example is affordable for Rosie's household because the Gross Rent (\$2,597.00) is less than her Line 9 Shopping Amount of \$3,076.00.</p>	<ul style="list-style-type: none">• Asking Rent \$2,350.00 +• Utility Allowance \$247.00 <p>Total Gross Rent = \$2,597.00</p> <p>Line 9 Shopping Amount: \$3,076.00</p>
<ul style="list-style-type: none">• 5679 Silver Ridge Lane, Port Orchard 98366• 3 bedrooms, 1 bath• Single-family• \$2,875/month• Utilities in unit: electric, gas, water, sewer, garbage• Utilities included in rent: None• Utilities tenant responsible for: all	<p style="text-align: center;"><u>Not</u> Affordable</p> <p>This example is <u>not</u> affordable for Rosie's household because the Gross Rent (\$3,223.00) is more than her Line 9 Shopping Amount of \$3,076.00.</p>	<ul style="list-style-type: none">• Asking Rent \$2,875.00 +• Utility Allowance \$348.00 <p>Total Gross Rent = \$3,223.00</p> <p>Line 9 Shopping Amount: \$3,076.00</p>

Information to Owners

Q: What information can BHA provide to my prospective landlord?

In accordance with HUD requirements, BHA will furnish prospective owners/landlords with the family's current address as shown in BHA's records and if known to BHA, the name and address of the landlord at the family's current and prior address.

BHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

Getting Your Rental Approved

Q: Now that I have found a rental, what do I need to do before I can move in?

You Must:

1. Complete the application process required by the landlord.
2. Ask the landlord to complete the Request for Tenancy Approval packet (RFTA)
3. Get an unsigned copy of the landlord's lease
4. Turn in the completed Request for Tenancy Approval packet (RFTA) with the unsigned lease to the Housing Authority for review.

The Housing Authority will:

1. Review the Request for Tenancy Approval packet (RFTA) and determine if it meets your affordability limit and rent reasonable requirements
2. Review the lease to determine compatibility with HUD regulations. (See tenancy addendum (next page) that is included as part of the lease)
3. Schedule an inspection if the unit is approved
4. Notify you if the unit passes.

Once these steps have been completed, you can schedule your move in with the landlord

Points to Remember:

1. If the unit you have selected fails inspection, continue with your housing search. The Housing Authority will issue you another Request for Tenancy Approval packet
2. When you turn in your Request for Tenancy Approval, your time clock stops ticking. This is called a suspension. The suspension ends when the Request for Tenancy Approval is either approved or denied.
3. An inspection can take five to ten business days to scheduled, depending on the volume of requests. If you live in the unit you want to be inspected, we will schedule the inspection with you, not the landlord.

Do not sign a lease or pay a deposit until your unit passes inspection.

*****Important Information about the HUD Tenancy Addendum*****

All provisions in the HUD-required Tenancy Addendum must be added word-for-word to the owner's standard lease form. The Tenancy Addendum includes the HUD requirements for the Tenancy. Because it is part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner. If there is a conflict between the owner's lease and the Tenancy Addendum, the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

Housing Quality Standards (HQS) Pre-Inspection Checklist

Plumbing, Heating & Utilities

- ☐ All utilities must be turned on for inspection
- ☐ All plumbing systems must be leak free and work properly
- ☐ Both kitchen and bathroom(s) must have hot and cold running water
- ☐ Heating system must be in safe working condition and produce enough heat for all living areas in unit
- ☐ Hot water heaters must have a pressure/temperature relief valve. Discharge pipe must be no more than 6" inches off the floor or be routed outside.
- ☐ Hot water tank electrical connection needs to be covered with flex conduit

Electrical

- ☐ All electrical outlets working, and any 3-prong outlets are either grounded OR have working GFCI protection
- ☐ All outlets near a water source must be GFCIs or have working GFCI protection
- ☐ All outlets and switches must have covers with no cracking
- ☐ No unsecured or exposed wiring; all wiring must be secured to wall or ceiling

Structure

- ☐ Absolutely no tripping hazards anywhere: carpets/flooring, porches, stairs, and walkways must be free of trip hazards
- ☐ All ground floor exterior doors and windows must lock, except for screen doors, and must provide a reasonable seal against outside elements and heat loss
- ☐ Handrails or railings, both interior and exterior, must be present anywhere where there are 4 or more steps
- ☐ Handrails or railings must be present on a porch or landing more than 30" inches high
- ☐ The foundation and roof must be structurally sound and watertight

Smoke Detectors & Fire Prevention

- ☐ Units must have a working smoke detector and carbon monoxide detector on every level
- ☐ All living spaces must have 2 means of fire egress (e.g., doors, windows)
- ☐ For units with a basement and/or attic, smoke detector(s) must be present in either
- ☐ For apartment buildings with 5 or more units, smoke detectors must be present in each bedroom AND the main living area or hallway
- ☐ For standalone, single family, duplexes and mobile homes and/or buildings with 4 or less units: must have one working smoke detector on each living level

Bedroom(s)

- ☐ Must have at least 1 outlet and 1 overhead light, or 2 working outlets
- ☐ Window(s) and door(s) that are designed to open, must open and close securely

Bathroom(s)

- ☐ At least 1 shower or bathtub in unit in working condition
- ☐ At least 1 sink in working condition
- ☐ Must have either an outside window OR exhaust fan OR vent to outside
- ☐ Must have flushing toilet that works, is securely mounted, and has no leaks

Kitchen

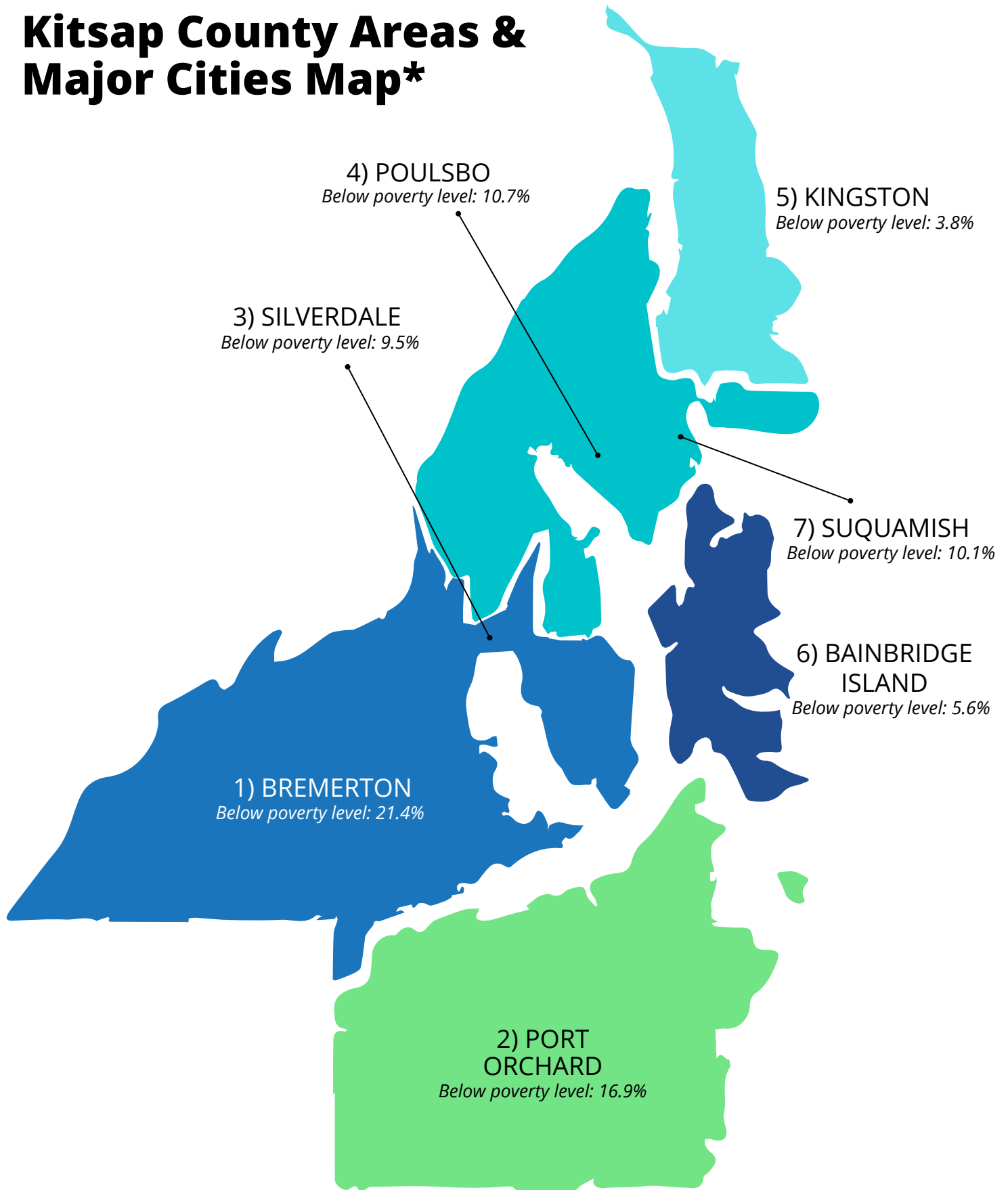
- ☐ Stove & oven must be in working order and have all knobs and burners
- ☐ Refrigerator must work, be appropriate size for household, have a good door seal/gasket, and maintain proper temperature

For Units Built Before 1978:

If children under the age of 6 will reside in household, the HQS inspector will be checking for chipping, peeling and/or cracking paint surfaces in both the interior and exterior

This checklist is for informational purposes only and is meant to be a starting point for landlords and owners who are interested in learning more about the most common reasons that units may not pass inspection. This checklist is not intended to be a complete or all-encompassing listing of all HQS fail items. Should you have more specific questions, please contact one of our Housing Inspectors: Kelli Cosper (360) 616-7143 or Debra Gallagher (360) 616-7134.

Kitsap County Areas & Major Cities Map*



* Entire Kitsap County below poverty level percentage is 8.3%

Kitsap County Areas & Major Cities (7 Total)

Bremerton (1)

- Average rent:
 - Studio: \$1100
 - 1 bedroom: \$1500
 - 2 bedroom: \$1800
 - 3 bedroom: \$2335
- Population: 41,258
- Below poverty level percentage: 21.4%
- Approximate median household annual income: \$57,963
- School District: No. 100-C (Bremerton)
- Percentage of homeowners: 46%
- Percentage of renters: 54%
- Job Assistance: WorkSource Kitsap
- Top 3 Kitsap County employers: Naval Base Kitsap, St. Michael Medical Center/Franciscan Health Group, Kitsap County
- Public transportation: Kitsap Transit (more than 5 routes in area)
- Walkability Score: 51 (Somewhat walkable)
- Racial/Ethnic distribution:
 - White 71.2%
 - Black or African American 5.7%
 - American Indian and Alaska Native 0.7%
 - Asian 5.3%
 - Native Hawaiian and Other Pacific Islander 0.7%
 - Two or more races 11%
 - Hispanic or Latino 12.2%
 - White alone, not Hispanic or Latino 67%

Port Orchard (2)

- Average rent:
 - a. Studio: \$1610
 - b. 1 bedroom: \$1645
 - c. 2 bedroom: \$1890
 - d. 3 bedroom: \$2496
- Population: 14,303
- Below poverty level percentage: 16.9%
- Approximate median household annual income: \$71,719
- School District: No. 402 (South Kitsap)
- Percentage of homeowners: 60%
- Percentage of renters: 40%
- Job Assistance: WorkSource Kitsap
- Top 3 Kitsap County employers: Naval Base Kitsap, St. Michael Medical Center/Franciscan Health Group, Kitsap County
- Public transportation: Kitsap Transit (3 routes in area)
- Walkability Score: 55 (Somewhat walkable)
- Racial/Ethnic distribution:
 - White 73.4%
 - Black or African American 3.5%

- American Indian and Alaska Native 0.7%
- Asian 4.8%
- Native Hawaiian and Other Pacific Islander 3.1%
- Two or more races 12.2%
- Hispanic or Latino 12.8%
- White alone, not Hispanic or Latino 67.3%

Silverdale (3)

- Average rent:
 - Studio: \$1385
 - 1 bedroom: \$1699
 - 2 bedroom: \$1878
 - 3 bedroom: \$2268
- Population: 21,858
- Below poverty level percentage: 9.5%
- Approximate median household annual income: \$81,458
- School District: No. 401 (Central Kitsap)
- Percentage of homeowners: 51%
- Percentage of renters: 49%
- Job Assistance: WorkSource Kitsap
- Top 3 Kitsap County employers: Naval Base Kitsap, St. Michael Medical Center/Franciscan Health Group, Kitsap County
- Public transportation: Kitsap Transit (3 routes in area)
- Walkability Score: 14 (Car dependent)
- Racial/Ethnic distribution:
 - a. White 70.3%
 - b. Black or African American 5.6%
 - c. American Indian and Alaska Native 0.5%
 - d. Asian 10.25%
 - e. Native Hawaiian and Other Pacific Islander 0.2%
 - f. Two or more races 10.7%
 - g. Hispanic or Latino 8.6%
 - h. White alone, not Hispanic or Latino 66.6%

Poulsbo (4)

- Average rent:
 - Studio: \$1275
 - 1 bedroom: \$1345
 - 2 bedroom: \$1745
 - 3 bedroom: \$2700
- Population: 10,869
- Below poverty level percentage: 10.7%
- Approximate median household annual income: \$72,813
- School District: No. 400 (North Kitsap)
- Percentage of homeowners: 57%
- Percentage of renters: 43%
- Job Assistance: WorkSource Kitsap
- Top 3 Kitsap County employers: Naval Base Kitsap, St. Michael Medical Center/Franciscan Health Group, Kitsap County
- Public transportation: Kitsap Transit (3 routes in area)

- Walkability Score: 79 (Very walkable)
- Racial/Ethnic distribution:
 - a. White 85.4
 - b. Black or African American 1.1
 - c. American Indian and Alaska Native 0.0
 - d. Asian 3.4
 - e. Native Hawaiian and Other Pacific Islander 0.6
 - f. Two or more races 6.0
 - g. Hispanic or Latino 10.4
 - h. White alone, not Hispanic or Latino 80.2

Kingston (5)

- Average rent:
 - Studio: *data unavailable*
 - 1 bedroom: \$1450
 - 2 bedroom: \$1675
 - 3 bedroom: \$2750
- Population: 22,954
- Below poverty level percentage: 3.8%
- Approximate median household annual income: \$77,008
- School District: No. 400 (North Kitsap)
- Percentage of homeowners: *data unavailable*
- Percentage of renters: *data unavailable*
- Job Assistance: WorkSource Kitsap
- Top 3 Kitsap County employers: Naval Base Kitsap, St. Michael Medical Center/Franciscan Health Group, Kitsap County
- Public transportation: Kitsap Transit (2 routes in area)
- Walkability Score: 59 (Somewhat walkable)
- Racial/Ethnic distribution: *data not available*

Bainbridge Island (6)

- Average rent:
 - Studio: \$1695
 - 1 bedroom: \$1950
 - 2 bedroom: \$3225
 - 3 bedroom: \$3750
- Population: 24,859
- Below poverty level percentage: 5.6%
- Approximate median household annual income: \$125,861
- School District: No. 303 (Bainbridge Island)
- Percentage of homeowners: 81%
- Percentage of renters: 19%
- Job Assistance: WorkSource Kitsap
- Top 3 Kitsap County employers: Naval Base Kitsap, St. Michael Medical Center/Franciscan Health Group, Kitsap County
- Public transportation: Kitsap Transit (1 route in area)
- Walkability Score: 19 (Car dependent)
- Racial/Ethnic distribution:
 - a. White 85.4
 - b. Black or African-American 1.1

- c. American Indian and Alaska Native 0.0
- d. Asian 3.4
- e. Native Hawaiian and Other Pacific Islander 0.6
- f. Two or more races 6.0
- g. Hispanic or Latino 10.4
- h. White alone, not Hispanic or Latino 80.2

Suquamish (7)

- Average rent amounts unavailable
- Population: 4,327
- Below poverty level percentage: 10.1%
- School District: No. 400 (North Kitsap)
- Approximate median household annual income: \$67,596
- Percentage of homeowners: 76%
- Percentage of renters: 24%
- Job Assistance: WorkSource Kitsap
- Top 3 Kitsap County employers: Naval Base Kitsap, St. Michael Medical Center/Franciscan Health Group, Kitsap County
- Public transportation: Kitsap Transit (1 route in area)
- Walkability Score: 42 (Car dependent)
- Racial/Ethnic distribution: *data not available*

Mason County Areas & Major Cities Map*



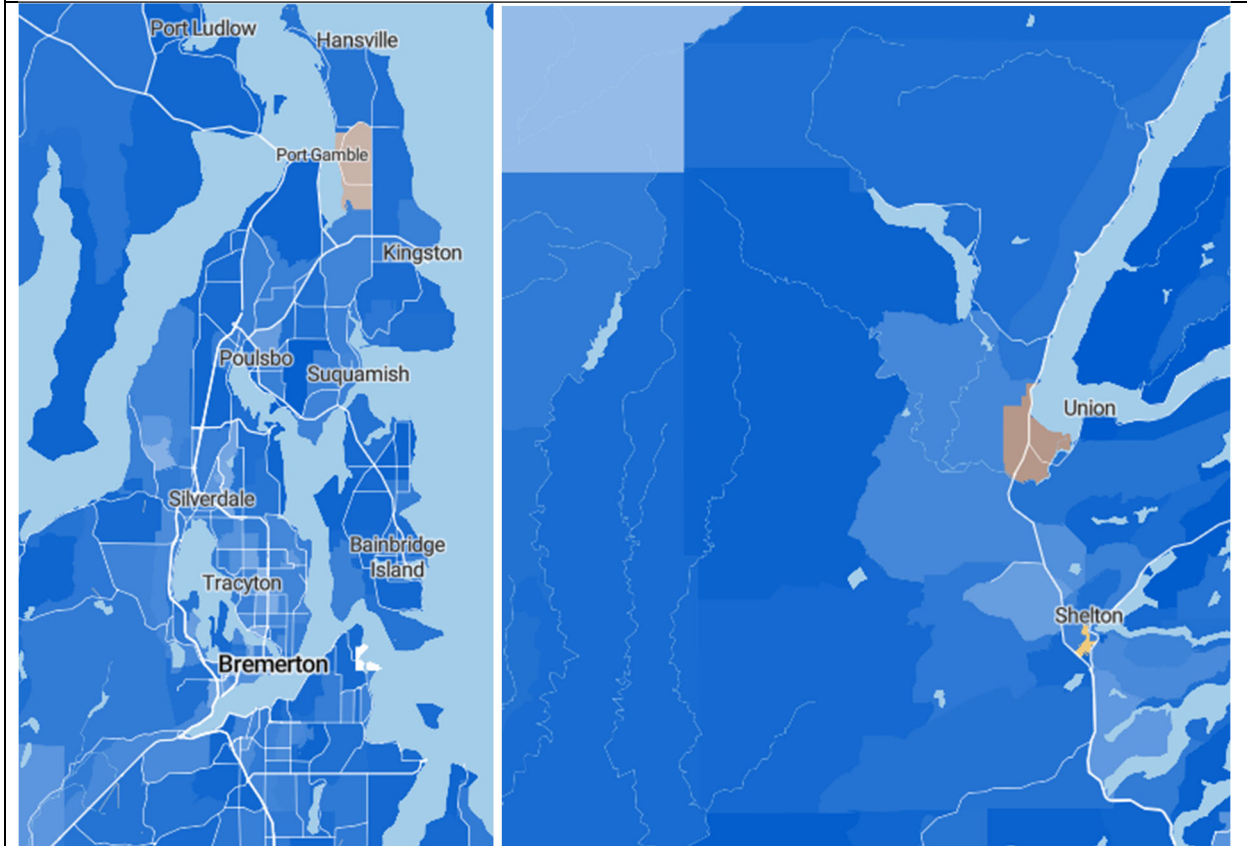
* Entire Mason County below poverty level percentage is 12.6%

Mason County

- Average rent amounts unavailable
- Population: 65,326
- Below poverty level percentage: 12.6%
 - Shelton: 23.9%
 - Belfair-Tahuya: 10.84%
 - Union-Grapeview: 13.8%
- Approximate median household annual income: \$60,565
- School District: Shelton school district
- Percentage of homeowners: 77%
- Percentage of renters: 27%
- Job Assistance: WorkSource Mason County
- Top 3 employers: Little Creek Casino Hotel, Shelton School District, Mason General Hospital
- Public transportation: Mason Transit
- Walkability scores:
 - Shelton: 72 (Very walkable)
 - Belfair-Tahuya: 49 (Car dependent)
 - Hoodsport: 40 (Car dependent)
 - Union: 26 (Car dependent)
 - Grapeview: 5 (Very car dependent)
- Race/Ethnic distribution:
 - White 86.9
 - Black or African American 1.6
 - American Indian and Alaska Native 4.7
 - Asian 1.5
 - Native Hawaiian and Other Pacific Islander 0.6
 - Two or more races 4.7
 - Hispanic or Latino 11.3
 - White alone, not Hispanic or Latino 78.6

Kitsap & Mason County Racial Demographic Map

Majority Race Key



Last updated October 2022



Maintaining Your Rental Assistance

Family Obligations under CFR 982.551

Included, but not limited to:

The family must:

- ◆ Supply any information that the Housing Authority or HUD determines is necessary for the administration of the program. The family must sign and submit consent forms for obtaining this information
- ◆ Supply information requested by the Housing Authority or HUD for use in regularly scheduled examinations (annual re-cert) or interim examinations (interim re-cert) of family income and composition.
- ◆ Disclose and verify Social Security numbers.
- ◆ Any information supplied by the family must be true and complete.
- ◆ The family is responsible for an HQS (Housing Quality Standards) breach caused by any of the following:
 - ◆ The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
 - ◆ Any member of the household or guest damages the dwelling unit or premises. (Damages beyond normal wear and tear).

If a family causes an HQS breach that is life threatening, the family must correct the defect within no more than 24 hours. For other family caused defects, the family must correct the defect within no more than 30 calendar days. If the family has caused breach of HQS, the Housing Authority must take prompt action to enforce the family obligation. Such enforcement may include termination of assistance.

- ◆ Allow the Housing Authority to inspect the unit at reasonable times after reasonable notice.
- ◆ Not commit any serious or repeated violation of the lease.
- ◆ Give the Housing Authority a copy of any lease termination notice within ten business days of receipt of the notice.
- ◆ The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- ◆ All families must report any change in income or household composition within 10 business days of the change.
- ◆ The family must give written notification to the Housing Authority of the birth, adoption or court-awarded custody of a child within 10 business days. The family must request Housing Authority approval to add any other family member as an occupant of the unit. No person may move into the unit without the prior, written approval of the Housing Authority and your landlord.

- ◆ The family must give written notice to the Housing Authority if any member of the family moves out of the unit within 10 business days of the change.
- ◆ If the Housing Authority has given approval, a foster child or a live-in-aide may reside in the unit. The Housing Authority has the discretion to adopt reasonable policies for denial of these persons.
- ◆ Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
- ◆ The family must not sublease or let the unit.
- ◆ The family must not assign the lease or transfer the unit.
- ◆ The family must supply any information or certification requested by BHA to verify that the family is living in the unit.
- ◆ The family must not own or have any interest in the unit.
- ◆ The member must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- ◆ The members of the family may not engage in drug related criminal activity, or violent criminal activity, or any activity that threatens the health, safety, or right to peaceful enjoyment of the other persons residing in the immediate vicinity of the premises.
- ◆ The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- ◆ The family may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative federal, state or local housing assistance.
- ◆ The family must notify the Housing Authority of any extended absence of 30 days or more. Written notice must be provided no later than the first day of the absence.

BHA will deny program assistance for an applicant, or terminate program assistance for a current participant if the family violates any family obligations as listed in 24 CFR 982.551

Grounds for Termination of Housing Assistance

IF YOU OR A MEMBER OF YOUR HOUSEHOLD.....

1. Violate a Family Obligation under CFR 982.551 (see Family Obligations included in this packet),
2. Commit fraud (including failure to report income and/or allowing unauthorized persons to reside in the rental), bribery, or any corrupt act in connection with any Federal Housing Program,
3. Commit drug-related criminal activity or violent criminal activity,
4. Interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents,
5. Breach a repayment agreement or fail to pay outstanding debts to any Housing Authority for amounts paid to an owner under a HAP contract for rent, damage to the unit, security deposits or any other amounts owed by the family.
6. Have engaged in or threatened abusive or violent behavior toward any Housing Authority Personnel.
7. Fail to sign and submit consent forms for obtaining continuing eligibility factor verifications,
8. Have abandoned your unit for more than 7 days without informing us of your absence
9. Have informed us of your absence, but have been gone for over 30 days without a verified health reason,
10. Have informed us of your absence for a verified health reason related to your household member under assistance but you have been absent for over 180 consecutive calendar days,
11. Have been evicted while participating in the Section 8 or other assisted housing program
12. Have missed two scheduled appointments or one mandatory appointment with the Housing Authority without good cause,
13. Have failed to respond to correspondence or requests from the Housing Authority
14. Have failed to provide the Housing Authority with a copy of your notice to vacate.

EVICTED CAN RESULT IN DENIAL OF FUTURE ASSISTANCE FROM ANY AND ALL FEDERALLY ASSISTED HOUSING PROGRAMS!

Client/Tenant Rights and Protections

Notice of Right to Reasonable Accommodation

If you or a member of your household has a disability, and as a result of that disability you need:

- A change in Housing Authority rules or policies that would give you an equal opportunity to participate in one of our housing assistance programs, or
- A special type of unit or special housing type that would give you an equal chance to participate in one of our programs, or
- A change in the way the Housing Authority communicates with you or gives you information.

If you can show that you or a member of your household has a disability, and if your request is considered reasonable, BHA will try to make the change(s) you request. “Reasonable” means that it would not cause the Housing Authority an undue financial burden (not too expensive) or administrative burden (not too difficult to arrange). You must have a knowledgeable professional verify that there is a disability and that the accommodation is needed as a result of the disability.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an “undue financial and administrative burden” for BHA or result in a “fundamental alteration” in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider’s operations.

Examples of Reasonable Accommodations include:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Using higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside BHA’s range) if BHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit
- Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with BHA staff

A disabled person must still be able to meet the obligations of tenancy. They must be able to submit rental payments, care for the apartment, report the required information to the Housing Authority, avoid disturbing their neighbors, etc... But there is no requirement that they be able to do these things without assistance.

A reasonable accommodation request form (for you to complete) is available in the Bremerton Housing Authority office. If you need help filling out the reasonable accommodation request form, please ask for assistance.

We will give you an answer within 10 business days, unless there is a problem getting the information we need, or unless you agree to longer time. We will let you know if we need more information or verification from you, or if we would like to talk to you about other ways to meet your needs.

If we turn down your request, we will explain the decision in writing. You have the right to request an informal hearing if you disagree with our decision.

Informal Hearings



What is an Informal Hearing?

A hearing is a meeting to determine whether the Housing Authority has made decisions about your family's participation in the Rental Assistance program that follow the law, HUD regulations and Housing Authority policies.

You may request a hearing if you disagree with a decision made by the Housing Authority. For example:

- ❖ Annual income/adjusted income
- ❖ Denial of assistance
- ❖ Denial of a request for Reasonable Accommodation
- ❖ Termination of assistance
- ❖ Family unit size determination.

You may *not* request a hearing for an expired housing search time

Who will attend the hearing? Will I be able to prepare evidence?

- The Housing Authority will choose a hearing officer not related to the decision of determination in question. The hearing officer may be a Housing Authority staff member.
- You may have a lawyer or any other type of representative at the hearing.
- You may examine all relevant Housing Authority documents and pay to have copies made of these documents. The Housing Authority must also be able to examine any evidence to be brought forward by you before the hearing.



Time Limits

You have ten (10) business days from the date you are notified of an action with which you disagree to request a hearing in writing

Fair Housing

It's your right and it's the law

The Fair Housing Act provides, within constitutional limitations, for fair housing throughout the United States. The act covers a housing transaction that prohibits or discourages a protected class member from securing and/or enjoying the housing of his/her choice.

Protected classes covered by the Federal Fair Housing Amendments Act & The Washington State Human rights act, include:

- Race/Color/National Origin
- Disability (Mental or Physical)
- Familial status
- Gender
- Gender identity
- Marital status
- Age
- Sexual orientation
- Religion

Fair Housing Laws protect you against intimidation, coercion and harassment. A copy of the Housing Discrimination Complaint form is included in the "Are You a Victim of Housing Discrimination?" packet in the attachments.

If you believe that you have been a victim of discrimination in housing and/or have questions about the federal and state Fair Housing Laws, you can contact:

Washington State Fair Housing Center:
www.fhcwashington.org
1-253-274-9523
info@fhcwashington.org

HUD Fair Housing and Equal Opportunity (FHEO) Office:
www.hud.gov/fairhousing
1-800-669-9777

Portability

Q: If I want to move outside of BHA's Jurisdiction, can I take my voucher with me?

Subject to eligibility requirements, your Housing Choice Voucher is a portable document that you may take with you to any location that administers a Section 8 voucher program.

You are eligible for portability if;

- ✓ You hold a current voucher, or lived within the Housing Authority's jurisdiction when you applied and are receiving a new voucher.
- ✓ The family has given proper notice of lease termination (and if the family has a right to terminate the lease on notice to owner).
- ✓ The family has received proper notice to vacate the unit from the Landlord and is in good standings

You may not be eligible for portability if:

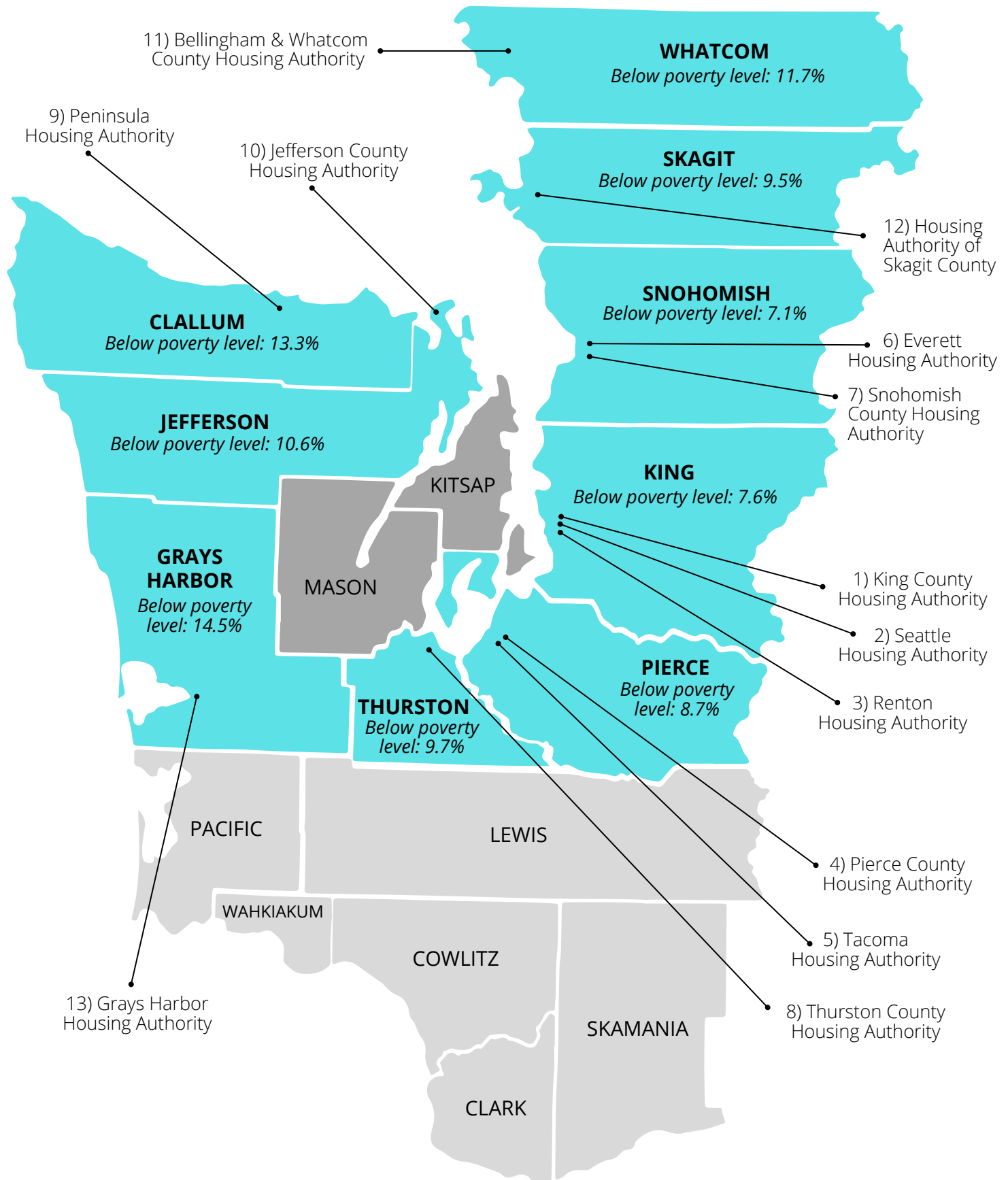
- ✓ You are moving out of your unit because of a lease violation.
- ✓ You owe money to any Housing Authority
- ✓ Your family has violated family obligations.
- ✓ If you're a new voucher holder and your family income exceeds the income limits of the area where you want to move.

When you port to new jurisdiction, you will be subject to the rules, policies, deadlines, payment standards, utility allowances, and fair market rent limits of that jurisdiction. You must agree to abide by all of the rules of the new jurisdiction and fall within their income limits.

Thing to remember:

- ❖ You must give your landlord proper notice to move.
- ❖ You must copy your 20-day notice to the Housing Authority
- ❖ You must meet with your Housing Specialist and fill out a Voluntary Portability form.
- ❖ If you do not find housing within 120 days, your voucher will expire!!

Western Washington County Map of Surrounding Housing Authorities



1) King County Housing Authority Section 8 Office: 700 Andover Park W., Tukwila, WA 98188 Section 8 Front Desk: 206-214-1300
2) Seattle Housing Authority 190 Queen Anne Ave N, Seattle, WA 98109 206-615-3300
3) Renton Housing Authority 2900 NE 10 th St, Renton, WA 98056 425-226-1850
4) Pierce County Housing Authority 1525 108 th St S, Tacoma, WA 98444 253-620-5400
5) Tacoma Housing Authority 902 South L Street, Tacoma, WA 98405 253-207-4400
6) Everett Housing Authority 3107 Colby Ave, Everett, WA 98201 425-258-9222
7) Housing Authority of Snohomish County 12711 4 th Ave West, Everett, WA 98204 425-290-8499
8) Housing Authority of Thurston County 1206 12 th Ave SE, Olympia, WA 98501 360-753-8292
9) Peninsula County Housing Authority 2603 S. Francis, Port Angeles, WA 98362 Port Angeles Office: 360-452-7631 Port Townsend Office: 360-379-2565 Forks Office: 360-374-5604
10) Jefferson County Housing Authority 5210 Kuhn St, Port Townsend, WA 98368 360-379-2565
11) Bellingham & Whatcom County Housing Authority 208 Unity St, Bellingham, WA 98225 360-676-6887
12) Housing Authority of Skagit County 1650 Port Dr, Burlington, WA 98233 360-428-1959
13) Grays Harbor Housing Authority 602 E 1 st St, Aberdeen, WA 98520 360-532-0570

Surrounding Counties/Jurisdictions

King

- Population: 2,252,305
- Below poverty level percentage: 7.6%
- School Districts: Auburn, Enumclaw, Highline, Kent, Mercer Island, Renton, Seattle, Snoqualmie Valley, Tukwila, Bellevue, Federal Way, Issaquah, Lake Washington, Northshore, Riverview, Shoreline, Tahoma, Vashon Island
- Approximate median household annual income: \$99,158
- Percentage of homeowners: 57%
- Percentage of renters: 43%
- Job Assistance: WorkSource Seattle-King County
- Top 3 employers: Amazon, Boeing, Starbucks
- Public transportation: King County Transit
- Cities of note: Seattle, Bellevue, Vashon, Renton, Kent, Federal Way, Issaquah, Shoreline
- Racial demographics:
 - a. White 64.4
 - b. Black or African American 7.2
 - c. American Indian and Alaska Native 1.0
 - d. Asian 20.9
 - e. Native Hawaiian and Other Pacific Islander 0.8
 - f. Two or more races 5.6
 - g. Hispanic or Latino 10.3
 - h. White alone, not Hispanic or Latino 56.1

Pierce

- Population: 891,862
- Below poverty level percentage: 8.7%
- School Districts: Bethel, Clover Park, Eatonville, Franklin Pierce, Peninsula, Steilacoom Historical, Tacoma, White River, Carbonado, Dieringer, Fife, Orting, Puyallup, Sumner, University Place
- Approximate median household annual income: \$76,438
- Percentage of homeowners: 65%
- Percentage of renters: 35%
- Job Assistance: WorkSource Pierce
- Top 3 employers: Joint Base Lewis-McChord, MultiCare Health System, State of Washington
- Public transportation: Pierce Transit
- Cities of note: Tacoma, Lakewood, Puyallup, University Place, Sumner
- Racial demographics:
 - a. White 73.1
 - b. Black or African American 8.0
 - c. American Indian and Alaska Native 1.8
 - d. Asian 7.4
 - e. Native Hawaiian and Other Pacific Islander 1.8
 - f. Two or more races 7.9
 - g. Hispanic or Latino 12.2
 - h. White alone, not Hispanic or Latino 63.9

Snohomish

- Population: 811,572
- Below poverty level percentage: 7.1%
- School Districts: Arlington, Darrington, Edmonds, Everett, Granite Falls, Index, Lake Stevens, Lakewood, Marysville, Monroe, Mukilteo, Northshore, Snohomish, Stanwood, Sultan
- Approximate median household annual income: \$89,273
- Percentage of homeowners: 68%
- Percentage of renters: 32%
- Job Assistance: WorkSource Everett
- Top 3 employers: The Boeing Company, Providence Regional Medical Center, The Everett Clinic
- Public transportation: Community Transit
- Cities of note: Everett, Marysville, Edmonds, Lynnwood, Lake Stevens
- Racial demographics:
 - a. White 75.1
 - b. Black or African American 4.1
 - c. American Indian and Alaska Native 1.6
 - d. Asian 13.1
 - e. Native Hawaiian and Other Pacific Islander 0.7
 - f. Two or more races 5.3
 - g. Hispanic or Latino 11.2
 - h. White alone, not Hispanic or Latino 65.8

Thurston

- Population: 284,698
- Below poverty level percentage: 9.7%
- School Districts: Griffin, Olympia, Rochester, Tumwater, North Thurston, Rainier, Tenino, Yelm
- Approximate median household annual income: \$75,867
- Percentage of homeowners: 66%
- Percentage of renters: 34%
- Job Assistance: WorkSource Thurston
- Top 3 employers: Joint Base Lewis-McChord, State of Washington, local public schools
- Public transportation: Intercity Transit
- Cities of note: Lacey, Olympia, Tumwater, Yelm, Tenino
- Racial demographics:
 - a. White 80.8
 - b. Black or African American 3.9
 - c. American Indian and Alaska Native 1.8
 - d. Asian 6.3
 - e. Native Hawaiian and Other Pacific Islander 1.1
 - f. Two or more races 6.2
 - g. Hispanic or Latino 10.1
 - h. White alone, not Hispanic or Latino 72.8

Clallam

- Population: 76,482
- Below poverty level percentage: 13.3%
- School Districts: Cape Flattery, Port Angeles, Sequim, Crescent, Quillayute Valley
- Approximate median household annual income: \$55,090

- Percentage of homeowners: 71%
- Percentage of renters: 29%
- Job Assistance: WorkSource Clallam
- Top 3 employers: 2 prisons, a hospital, and school district (none specified)
- Public transportation: Clallam Transit
- Cities of note: Port Angeles, Sequim, Forks
- Racial demographics:
 - a. White 86.3
 - b. Black or African American 1.3
 - c. American Indian and Alaska Native 5.8
 - d. Asian 2.1
 - e. Native Hawaiian and Other Pacific Islander 0.2
 - f. Two or more races 4.4
 - g. Hispanic or Latino 7.4
 - h. White alone, not Hispanic or Latino 81.2

Skagit

- Population: 127,442
- Below poverty level percentage: 9.5%
- School Districts: Anacortes, Concrete, La Conner, Sedro-Woolley, Burlington-Edison, Conway, Mount Vernon
- Approximate median household annual income: \$71,021
- Percentage of homeowners: 70%
- Percentage of renters: 30%
- Job Assistance: WorkSource Skagit County
- Top 3 employers: Skagit Valley Casino Resort, Peace Health United General, Tesora Refinery
- Cities of note: Mount Vernon, Anacortes, Sedro-Woolley, Burlington
- Racial demographics:
 - a. White 89.9
 - b. Black or African American 1.1
 - c. American Indian and Alaska Native 2.7
 - d. Asian 2.5
 - e. Native Hawaiian and Other Pacific Islander 0.4
 - f. Two or more races 3.4
 - g. Hispanic or Latino 19.5
 - h. White alone, not Hispanic or Latino 73

Jefferson

- Population: 31,825
- Below poverty level percentage: 10.6%
- School Districts: Port Townsend, Chimacum, Quilcene
- Approximate median household annual income: \$57,693
- Percentage of homeowners: 75%
- Percentage of renters: 25%
- Job Assistance: WorkSource Kitsap (none for Jefferson)
- Top 3 employers: data not available/conflicting information
- Cities of note: Port Ludlow, Port Townsend, Brinnon, Quilcene
- Racial demographics:
 - a. White 91.1

- b. Black or African American 1.2
- c. American Indian and Alaska Native 2.1
- d. Asian 2.0
- e. Native Hawaiian and Other Pacific Islander 0.3
- f. Two or more races 3.4
- g. Hispanic or Latino 4.1
- h. White alone, not Hispanic or Latino 87.9

Whatcom

- Population: 224,538
- Below poverty level percentage: 11.7%
- School Districts: Bellingham, Ferndale, Meridian, Nooksack, Blaine, Lynden, Mount Baker
- Approximate median household annual income: \$65,420
- Percentage of homeowners: 64%
- Percentage of renters: 36%
- Job Assistance: WorkSource Whatcom
- Top 3 employers: St. Joseph Hospital, Lummi Nation (Tribal), Western Washington University
- Cities of note: Bellingham, Blaine, Everson, Ferndale
- Racial demographics:
 - a. White 85.9
 - b. Black or African American 1.3
 - c. American Indian and Alaska Native 3.4
 - d. Asian 4.8
 - e. Native Hawaiian and Other Pacific Islander 0.3
 - f. Two or more races 4.3
 - g. Hispanic or Latino 10.3
 - h. White alone, not Hispanic or Latino 77.6

Grays Harbor

- Population: 73,769
- Below poverty level percentage: 14.5%
- School Districts: Aberdeen, Elma, Lake Quinalt, McCleary, North River, Ocosta, Taholah, Cosmopolis, Hoquiam, Mary M Knight, North Beach, Oakville, Satsop, Wishkah Valley
- Approximate median household annual income: \$65,420
- Percentage of homeowners: 69%
- Percentage of renters: 31%
- Job Assistance: WorkSource Grays Harbor
- Top 3 employers: Harbor Regional Health, Stafford Creek Corrections Center, Aberdeen School District (note: forest and wood products run by different companies another top industry)
- Racial demographics:
 - a. White 86.6
 - b. Black or African American 1.5
 - c. American Indian and Alaska Native 5.6
 - d. Asian 1.6
 - e. Native Hawaiian and Other Pacific Islander 0.4
 - f. Two or more races 4.3
 - g. Hispanic or Latino 10.9
 - h. White alone, not Hispanic or Latino 78.3

Annual & Interim Re-Certifications

Reporting Regulations

The Bremerton Housing Authority and the Dept. of Housing and Urban Development (HUD) require that you be re-certified at least once per year. At this Annual re-certification, you will be asked to update all income and expense information, as well as provide information on any changes to your household. While this re-certification will only occur once per year, you may be eligible for, or require an Interim re-certification prior to the due date of your annual re- certification

In addition to the annual re-certification requirements, the Housing Authority requires that ALL changes in income, expenses, and household composition be reported to the Housing Authority within 10 business days of the change. A Change of Circumstance form must be completed and submitted, along with written documentation (verification) of your change. Your Housing Specialist will update your information and mail the recertification papers to you for your signature.

For decreases changes must be reported by the 20th of the month for the change to be effective the first of the month following that in which the change is reported. If the decrease is reported after the 20th of the month, the decrease in tenant rent will be effective the first of the month following the upcoming month (i.e. if the change is reported July 25 then the decrease in rent will be effective September 1)

The following pages provide a detailed outline of what information you will need to report for your annual recertification. Please begin saving the required documentation for your next annual recertification. Providing all relevant information at the appointed time will prevent any interruptions in your assistance.





Annual Re-Certifications

Required Information about Your Family Income and Assets

Employment Income: For every member of your family that works, provide the following information:

- Wage Stubs from employment for the past 60 days.
- Verification of other type of income you expect to receive from employment, such as tips, commissions, bonuses, etc.
- Verification of income from Self Employment (profit/loss statement or schedule C)

Benefit and Support Income: If any member of the family received any of the following types of income, provide name, address, and telephone number of the source of the income and the amount received and verification of the income. (Award letter, history printout)

~Unemployment Income	~ Regular contributions from family or friends
~Social Security	~ Public Assistance or welfare
~ Alimony	~ Child Support
~ Pension	~ Disability Income

Amounts in Saving and Checking Accounts: (including Christmas clubs, CD's, IRA, 401K, etc.). Provide the account number for all accounts as well as the current balance. Provide your current checking and/or savings account balance statements.

Real Estate You Own: Provide information about the current value of the property. If you own property and rent it, provide the address of the property, information about how much income you receive and what expenses you have for the property.

Whole Life Insurance Policies: Provide the name of company and policy number.

Educational Grants and Scholarships: If any member of the family receives an educational grant or scholarship, provide a copy of the award letter that will provide information about the amount of the assistance and the purposes for which the assistance can be used, and the name, address and telephone number of the institution providing the assistance.

Other Income: For any other type of income your family has, provide verification of the income and the name, address, and telephone number of the source of the income..

Assets sold or given away: If you have sold or given away any assets in the past two years, such as giving a property or an amount of money to another family member, please provide information about those assets.

Annual Re-Certification

Allowable Expenses

You may deduct the following expenses:

- Childcare expenses for children under the age 13: un-reimbursed childcare expenses where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his/her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.
- Disability assistance expenses: any un-reimbursed expense for equipment or personal care that enable the disabled person or another member of the household to obtain employment. (Receipts must be provided)

All elderly and disabled households are eligible for medical deductions. This means that a portion of your out-of-pocket medical expenses may be deducted from your income and thereby reduce your rental obligation.

It is very important that you obtain verification of these expenses, as the Housing Authority may have no way of verifying they expenses for you.

- **Medical Expenses (elderly/disabled households ONLY):** Receipts for out of pocket medical payments including: Medicare premiums, Medicaid spend-downs, supplemental medical insurance premiums, doctor co-payments, prescription co-payments, physical therapy, chiropractic and dental payments, eye glasses, prescribed over the counter medications and supplements as well as medical transportation costs.
 - Some examples of acceptable verification:
 - 12-month payment printout from your pharmacy
 - 12-month payment printout from your physician's office
 - 1 year worth of receipts from over-the-counter medications **combined** with a prescription from your doctor requiring you to take these medications
 - Monthly medical premium bills

Sample Documents

- Change of Circumstance
- Request for Informal Hearing
- Request for Reasonable Accommodation

CHANGE OF CIRCUMSTANCE (COC) for Participants

This form is used to report changes. Changes need to be reported within 10 business days of the action you are reporting. Please attach verification of the change(s) you are reporting or this COC will be rejected. **Please attach all verifications**

Head of Household Information

Name: _____ Social Security #: _____

Mailing Address: _____ City/State/Zip: _____

Phone Number(s): _____

Email Address: _____

☐ Section 8 ☐ VASH ☐ TBRA ☐ SHP ☐ Other: _____

☐ **My Income Changed:** Explain all change(s) in detail: _____

☐ **My Household Composition Changed:** Explain all change(s) or request(s) in detail: _____

☐ **My Allowable Deductions or Other Changes:** Explain all change(s) or request(s) in detail: _____

Zero Income Certification (please complete the section below if it applies to your household);

☐ I certify the following adult household members have no income (income includes but is not limited to: wages, social security, unemployment, DSHS cash assistance, etc.);

☐ I certify there is no income received by any member of my household from any source.

Under the penalties of perjury, I declare that I have prepared this statement and, to the best of my knowledge, it is true, correct and complete. I also verify that all supporting verifications submitted with this statement are valid.

Signature of Head of Household

Date

Other Adult Member

Date

Other Adult Member

Date

Other Adult Member

Date

Examples of Verifications Include but are not limited to;

- **New Income:** Letter from employer (must verify when employment began, hourly rate and average hours per week); Social Security award letter; DSHS award letter; Child Support, DCS award letter, etc.
 - **Loss of Income:** End of employment letter; end of Social Security; DSHS; Unemployment; etc.
 - **Request to Add Household Member:** Birth certificate or birth announcement from hospital; court awarded custody; foster child custody letter; Social Security card, picture identification (adult); Declaration of Section 214 form will be needed and can be obtained in BHA's office (request from the front desk or from your specialist).
 - For requests to add adult household members more forms will be needed (releases, etc.), you can request these forms from your Housing Specialist.
- Please remember:**
- 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 982.551(h)(2) or other household member (live-in aide or foster child);
 - The family must inform BHA of the birth, adoption or court-awarded custody of a child within 10 business days.
- **Household Member Moves Out:** New lease of exiting household member or utility bill; letter from current landlord stating the household member moved out; official mail with the new address of the exiting household member; self-certification that the household member exited.
 - If a household member ceases to reside in the unit, the family must inform BHA within 10 business days. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.
- **Deductions:**
 - Medical Expenses 12 month print out from providers and/or pharmacy's, verification showing your ongoing monthly expense, etc., verification of a 1 time payment;
 - Childcare Expenses - letter from childcare provider explaining child(ren) names, amount you pay out of pocket, etc.; be sure to supply the name and contact information for the childcare provider.



PARTICIPANT	REPRESENTATIVE'S
NAME: _____	NAME: _____
ADDRESS: _____	ADDRESS: _____
PHONE: _____	PHONE: _____

1. Describe in detail what action the Housing Authority has taken against you and the grounds for that action:

[illegible]

2. REMEDY REQUESTED - REQUIRED

Signature

Date

(BHA USE ONLY)

3. ACTION TO BE TAKEN



600 Park Avenue
Bremerton WA 98337
(p) 360-479-3694
(f) 360-616-2927
www.bremertonhousing.org

Request for Reasonable Accommodation/Modification

If you, or a member of your household, has a disability, and would like to ask the Housing Authority of the City of Bremerton (BHA) for an accommodation to its rules or practices or to make a modification to his or her apartment for that person to have equal use and access to BHA programs, please complete this form and return it to BHA.

Check all items that apply and explain fully. Use the other side of this form if you need more space. If you cannot fill out this form yourself, you may have someone assist you.

Please keep copies of all documents that you submit to your housing provider.

Name of Head of Household: _____

Current Address: _____

Phone: _____

The person(s) who has a disability requiring a reasonable accommodation and/or modification is:

- ☐ Myself
☐ A person in my household

Name of person with disability: _____

Requester Status:

1. I am disabled.
2. My disability affects or limits my activities in the following ways:

3. I need the following accommodation or modification because of my disability:

--

Please provide the name, telephone number and address of a medical or social service professional who can verify your request for reasonable accommodation/modification:

Name:	
Address:	
Telephone:	
Fax:	
Email:	

RELEASE OF INFORMATION

I give my permission for the Bremerton Housing Authority to verify my request for reasonable accommodation with the medical/social service professional listed above.

Signature of person requiring accommodation

Date

Print Name

<i>When complete, please submit to:</i>	
If emailing: fdadmin@bremertonhousing.org OR Directly to your Housing Specialist (if you have their email)	If mailing or turning in a hard copy: Bremerton Housing Authority 600 Park Avenue Bremerton, WA 98337

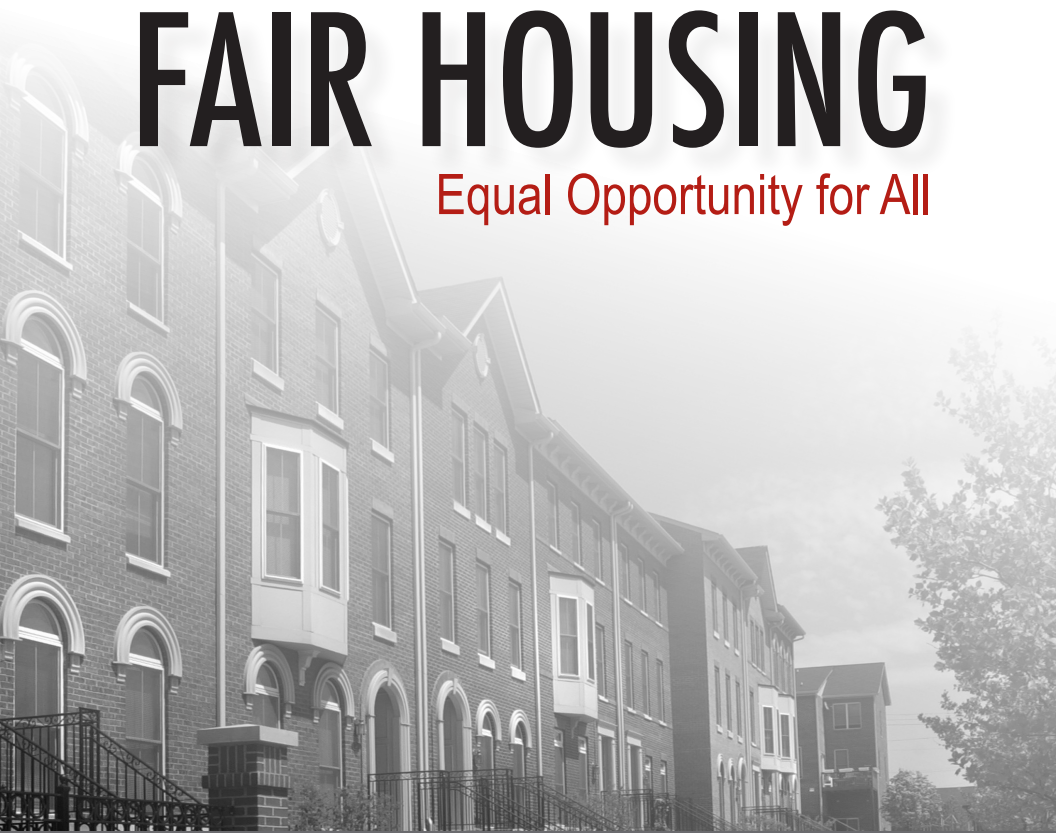
Attachments

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FAIR HOUSING

Equal Opportunity for All



U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity



Please visit our website: www.hud.gov/fairhousing





FAIR HOUSING – EQUAL OPPORTUNITY FOR ALL

America, in every way, represents equality of opportunity for all persons. The rich diversity of its citizens and the spirit of unity that binds us all symbolize the principles of freedom and justice upon which this nation was founded. That is why it is extremely disturbing when new immigrants, minorities, families with children, and persons with disabilities are denied the housing of their choice because of illegal discrimination.

The Department of Housing and Urban Development (HUD) enforces the Fair Housing Act, which prohibits discrimination and the intimidation of people in their homes, apartment buildings, and condominium developments – in nearly all housing transactions, including the rental and sale of housing and the provision of mortgage loans.

Equal access to rental housing and homeownership opportunities is the cornerstone of this nation’s federal housing policy. Housing providers who refuse to rent or sell homes to people based on race, color, national origin, religion, sex, familial status, or disability are violating federal law, and HUD will vigorously pursue enforcement actions against them.

Housing discrimination is not only illegal, it contradicts in every way the principles of freedom and opportunity we treasure as Americans. HUD is committed to ensuring that everyone is treated equally when searching for a place to call home.

CONTENTS

The Fair Housing Act1

What Housing Is Covered?.....1

What Is Prohibited?1

Additional Protection If You Have A Disability3

Housing Protection For Families With Children5

If You Think Your Rights Have Been Violated.....6

What Happens When You File A Complaint?.....10

What Happens If I’m Going To Lose My Housing
Through Eviction or Sale? 11

What Happens After A Complaint Investigation?12

In Addition.....14

THE FAIR HOUSING ACT

The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National Origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Disability

WHAT HOUSING IS COVERED?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

WHAT IS PROHIBITED?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Otherwise deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental

- For profit, persuade, or try to persuade homeowners to sell or rent dwellings by suggesting that people of a particular race, etc. have moved, or are about to move into the neighborhood (blockbusting) or
- Deny any person access to, membership or participation in, any organization, facility or service (such as a multiple listing service) related to the sale or rental of dwellings, or discriminate against any person in the terms or conditions of such access, membership or participation.

In Mortgage Lending: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan.
- In addition, it is a violation of the Fair Housing Act to:
- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise the right
- Make, print, or publish any statement, in connection with the sale or rental of a dwelling, which indicates a preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act
- Refuse to provide homeowners insurance coverage for a dwelling because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Discriminate in the terms or conditions of homeowners insurance coverage because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling

- Refuse to provide available information on the full range of homeowners insurance coverage options available because of the race, etc. of the owner and/or occupants of a dwelling
- Make print or publish any statement, in connection with the provision of homeowners insurance coverage, that indicates a preference, limitation or discrimination based on race, color, religion, sex, disability, familial status or national origin.

ADDITIONAL PROTECTION IF YOU HAVE A DISABILITY

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, HIV/AIDS, or mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability, a housing provider may not:
 - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
 - Refuse to make reasonable accommodations in rules, policies, practices or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons.

Example: A building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if it may be necessary to assure that she can have access to her apartment.

However, the Fair Housing Act does not protect a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Accessibility Requirements for New Multifamily Buildings: In buildings with four or more units that were first occupied after March 13, 1991, and that have an elevator:

- Public and common use areas must be accessible to persons with disabilities
- All doors and hallways must be wide enough for wheelchairs
- All units must have:
 - An accessible route into and through the unit
 - Accessible light switches, electrical outlets, thermostats and other environmental controls
 - Reinforced bathroom walls to allow later installation of grab bars and
 - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and was first occupied after March 13, 1991, these standards apply to ground floor units only.

These accessibility requirements for new multifamily buildings do not replace more stringent accessibility standards required under State or local law.

The Fair Housing Act makes it unlawful to discriminate against a person whose household includes one or more children who are under 18 years of age (familial status). Familial status protection covers households in which one or more minor children live with:

- A parent;
- A person who has legal custody (including guardianship) of a minor child or children; or
- The designee of a parent or legal custodian, with the written permission of the parent or legal custodian.

Familial status protection also extends to pregnant women and any person in the process of securing legal custody of a minor child (including adoptive or foster parents).

The “Housing for Older Persons” Exemption: The Fair Housing Act specifically exempts some senior housing facilities and communities from liability for familial status discrimination. Exempt senior housing facilities or communities can lawfully refuse to sell or rent dwellings to families with minor children. In order to qualify for the “housing for older persons” exemption, a facility or community must prove that its housing is:

- Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or
- Intended for, and solely occupied by persons 62 years of age or older; or
- Intended and operated for occupancy by persons 55 years of age or older.

In order to qualify for the “55 or older” housing exemption, a facility or community must satisfy each of the following requirements:

- at least 80 percent of the units must have at least one occupant who is 55 years of age or older; and

- the facility or community must publish and adhere to policies and procedures that demonstrate the intent to operate as “55 or older” housing; and
- the facility or community must comply with HUD’s regulatory requirements for age verification of residents.

The “housing for older persons” exemption does not protect senior housing facilities or communities from liability for housing discrimination based on race, color, religion, sex, disability, or national origin.

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may file a complaint online, write a letter or telephone the HUD office nearest you. You have one year after the alleged discrimination occurred or ended to file a complaint with HUD, but you should file it as soon as possible.

IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED

What to Tell HUD:

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification of the housing involved
- A short description of the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) of the alleged violation.

Where to Write or Call: File a complaint online, send a letter to the HUD office nearest you, or if you wish, you may call that office directly. Persons who are deaf or hard of hearing and use a TTY, may call those offices through the toll-free Federal Information Relay Service at 1-800-877-8339.

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont:

BOSTON REGIONAL OFFICE

(Complaints_office_01@hud.gov)
U.S. Department of Housing and Urban Development
Thomas P. O'Neill Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8300 or 1-800-827-5005
Fax (617) 565-7313 * TTY (617) 565-5453

For New Jersey, New York, Puerto Rico and the U.S. Virgin Islands:

NEW YORK REGIONAL OFFICE

(Complaints_office_02@hud.gov)
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 542-7519 or 1-800-496-4294
Fax (212) 264-9829 * TTY (212) 264-0927

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia and West Virginia:

PHILADELPHIA REGIONAL OFFICE

(Complaints_office_03@hud.gov)
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 861-7646 or 1-888-799-2085
Fax (215) 656-3449 * TTY (215) 656-3450

For Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:

ATLANTA REGIONAL OFFICE

(Complaints_office_04@hud.gov)

U.S. Department of Housing and Urban Development

Five Points Plaza

40 Marietta Street, 16th Floor

Atlanta, GA 30303-2808

Telephone (404) 331-5140 or 1-800-440-8091 x2493

Fax (404) 331-1021 * TTY (404) 730-2654

For Illinois, Indiana, Michigan, Minnesota, Ohio and Wisconsin:

CHICAGO REGIONAL OFFICE

(Complaints_office_05@hud.gov)

U.S. Department of Housing and Urban Development

Ralph H. Metcalfe Federal Building

77 West Jackson Boulevard, Room 2101

Chicago, IL 60604-3507

Telephone 1-800-765-9372

Fax (312) 886-2837 * TTY (312) 353-7143

For Arkansas, Louisiana, New Mexico, Oklahoma and Texas:

FORT WORTH REGIONAL OFFICE

(Complaints_office_06@hud.gov)

U.S. Department of Housing and Urban Development

801 Cherry Street

Suite 2500, Unit #45

Fort Worth, TX 76102-6803

Telephone (817) 978-5900 or 1-888-560-8913

Fax (817) 978-5876/5851 * TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:

KANSAS CITY REGIONAL OFFICE

(Complaints_office_07@hud.gov)
U.S. Department of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 * TTY (913) 551-6972

For Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming:

DENVER REGIONAL OFFICE

(Complaints_office_08@hud.gov)
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 * TTY (303) 672-5248

For Arizona, California, Hawaii and Nevada:

SAN FRANCISCO REGIONAL OFFICE

(Complaints_office_09@hud.gov)
U.S. Department of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1387
Telephone 1-800-347-3739
Fax (415) 489-6558 * TTY (415) 489-6564

For Alaska, Idaho, Oregon and Washington:

SEATTLE REGIONAL OFFICE

(Complaints_office_10@hud.gov)
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 * TTY (206) 220-5185

If after contacting the local office nearest you, you still have questions – you may contact HUD further at:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone 1-800-669-9777
Fax (202) 708-1425 * TTY 1-800-927-9275
www.hud.gov/fairhousing

If You Are Disabled: HUD also provides:

- A TTY phone for the deaf/hard of hearing users (see above list for the nearest HUD office)
- Interpreters, Tapes and Braille materials
- Assistance in reading and completing forms

WHAT HAPPENS WHEN YOU FILE A COMPLAINT?

HUD will notify you in writing when your complaint is accepted for filing under the Fair Housing Act. HUD also will:

- Notify the alleged violator (respondent) of the filing of your complaint, and allow the respondent time to submit a written answer to the complaint.
- Investigate your complaint, and determine whether or not there is reasonable cause to believe that the respondent violated the Fair Housing Act.
- Notify you and the respondent if HUD cannot complete its investigation within 100 days of filing your complaint, and provide reason for the delay.

Fair Housing Act Conciliation: During the complaint investigation, HUD is required to offer you and the respondent the opportunity to voluntarily resolve your complaint with a Conciliation Agreement.

A Conciliation Agreement provides individual relief to you, and protects the public interest by deterring future discrimination by the respondent. Once you and the respondent sign a Conciliation Agreement, and HUD approves the Agreement, HUD will cease investigating your complaint. If you believe that the respondent has violated breached your Conciliation Agreement, you should promptly notify the HUD Office that investigated your complaint. If HUD determines that there is reasonable cause to believe that the respondent violated the Agreement, HUD will ask the U.S. Department of Justice to file suit against the respondent in Federal District Court to enforce the terms of the Agreement.

Complaint Referrals to State or Local Public Fair Housing Agencies:

If HUD has certified that your State or local public fair housing agency enforces a civil rights law or ordinance that provides rights, remedies and protections that are “substantially equivalent” to the Fair Housing Act, HUD must promptly refer your complaint to that agency for investigation, and must promptly notify you of the referral. The State or local agency will investigate your complaint under the “substantially equivalent” State or local civil rights law or ordinance. The State or local public fair housing agency must start investigating your complaint within 30 days of HUD’s referral, or HUD may retrieve (“reactivate”) the complaint for investigation under the Fair Housing Act.

WHAT HAPPENS IF I’M GOING TO LOSE MY HOUSING THROUGH EVICTION OR SALE?

If you need immediate help to stop or prevent a severe problem caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the U.S. Department of Justice to file a Motion in Federal District Court for a Temporary Restraining Order (TRO) against the respondent, followed by a Preliminary Injunction pending the outcome of HUD’s investigation. A Federal Judge may grant a TRO or a Preliminary Injunction against a respondent in cases where:

- Irreparable (irreversible) harm or injury to housing rights is likely to occur without HUD's intervention; and
- There is substantial evidence that the respondent has violated the Fair Housing Act.

Example: An owner agrees to sell a house, but, after discovering that the buyers are black, pulls the house off the market, then promptly lists it for sale again. The buyers file a discrimination complaint with HUD. HUD may authorize the U.S. Department of Justice to seek an injunction in Federal District Court to prevent the owner from selling the house to anyone else until HUD investigates the complaint.

WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION?

Determination of Reasonable Cause, Charge of Discrimination, and Election: When your complaint investigation is complete, HUD will prepare a Final Investigative Report summarizing the evidence gathered during the investigation. If HUD determines that there is reasonable cause to believe that the respondent(s) discriminated against you, HUD will issue a Determination of Reasonable Cause and a Charge of Discrimination against the respondent(s). You and the respondent(s) have twenty (20) days after receiving notice of the Charge to decide whether to have your case heard by a HUD Administrative Law Judge (ALJ) or to have a civil trial in Federal District Court.

HUD Administrative Law Judge Hearing: If neither you nor the respondent elects to have a Federal civil trial before the 20-day Election Period expires, HUD will promptly schedule a Hearing for your case before a HUD ALJ. The ALJ Hearing will be conducted in the locality where the discrimination allegedly occurred. During the ALJ Hearing, you and the respondent(s) have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses and to request subpoenas in aid of discovery of evidence. HUD attorneys will represent you during the ALJ Hearing at no cost to you; however, you may also

choose to intervene in the case and retain your own attorney. At the conclusion of the Hearing, the HUD ALJ will issue a Decision based on findings of fact and conclusions of law. If the HUD ALJ concludes that the respondent(s) violated the Fair Housing Act, the respondent(s) can be ordered to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay a civil penalty to HUD to vindicate the public interest. The maximum civil penalties are: \$16,000, for a first violation of the Act; \$37,500 if a previous violation has occurred within the preceding five-year period; and \$65,000 if two or more previous violations have occurred within the preceding seven-year period.

Civil Trial in Federal District Court: If either you or the respondent elects to have a Federal civil trial for your complaint, HUD must refer your case to the U.S. Department of Justice for enforcement. The U.S. Department of Justice will file a civil lawsuit on your behalf in the U.S. District Court in the district in which the discrimination allegedly occurred. You also may choose to intervene in the case and retain your own attorney. Either you or the respondent may request a jury trial, and you each have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses, and to request subpoenas in aid of discovery of evidence. If the Federal Court decides in your favor, a Judge or jury may order the respondent(s) to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay punitive damages to you.

Determination of No Reasonable Cause and Dismissal: If HUD finds that there is no reasonable cause to believe that the respondent(s) violated the Act, HUD will dismiss your complaint with a Determination of No Reasonable Cause. HUD will notify you and the respondent(s) of the dismissal by mail, and you may request a copy of the Final Investigative Report.

Reconsiderations of No Reasonable Cause Determinations: The Fair Housing Act provides no formal appeal process for complaints dismissed by HUD. However, if your complaint is dismissed with a Determination of No Reasonable Cause, you may submit a written request for a reconsideration review to: Director, FHEO Office of Enforcement, U.S. Department of Housing and Urban Development, 451 7th Street, SW, Room 5206, Washington, DC 20410-2000.

IN ADDITION

You May File a Private Lawsuit: You may file a private civil lawsuit without first filing a complaint with HUD. You must file your lawsuit within two (2) years of the most recent date of alleged discriminatory action.

If you do file a complaint with HUD and even if HUD dismisses your complaint, the Fair Housing Act gives you the right to file a private civil lawsuit against the respondent(s) in Federal District Court. The time during which HUD was processing your complaint is not counted in the 2-year filing period. You must file your lawsuit at your own expense; however, if you cannot afford an attorney, the Court may appoint one for you.

Even if HUD is still processing your complaint, you may file a private civil lawsuit against the respondent, unless (1) you have already signed a HUD Conciliation Agreement to resolve your HUD complaint; or (2) a HUD Administrative Law Judge has commenced an Administrative Hearing for your complaint.

Other Tools to Combat Housing Discrimination:

- If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.
- The Attorney General may file a suit in Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.

For Further Information

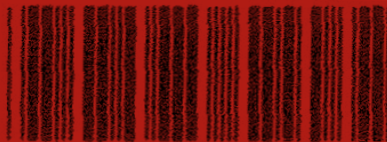
The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD Fair Housing Office nearest you. See the list of HUD Fair Housing Offices on pages 7-10.



CONNECT WITH HUD



Department of Housing and Urban Development
Room 5204
Washington, DC 20410-2000



02305



Are You a Victim of Housing Discrimination?

Fair Housing is Your Right!

If you have been denied your
housing rights...you may have
experienced unlawful discrimination.



U.S. Department of Housing and Urban Development

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

**For Connecticut, Maine, Massachusetts,
New Hampshire, Rhode Island, and Vermont:
NEW ENGLAND OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8320 or 1-800-827-5005
Fax (617) 565-7313 • TTY (617) 565-5453
E-mail: Complaints_office_01@hud.gov

**For New Jersey and New York:
NEW YORK/NEW JERSEY OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 264-1290 or 1-800-496-4294
Fax (212) 264-9829 • TTY (212) 264-0927
E-mail: Complaints_office_02@hud.gov

**For Delaware, District of Columbia, Maryland,
Pennsylvania, Virginia, and West Virginia:
MID-ATLANTIC OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107
Telephone (215) 656-0663 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450
E-mail: Complaints_office_03@hud.gov

**For Alabama, the Caribbean, Florida, Georgia, Kentucky, Missis-
sippi, North Carolina, South Carolina, and Tennessee:
SOUTHEAST/CARIBBEAN OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654
E-mail: Complaints_office_04@hud.gov

**For Illinois, Indiana, Michigan, Minnesota,
Ohio, and Wisconsin:
MIDWEST OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone (312) 353-7776 or 1-800-765-9372
Fax (312) 886-2837 • TTY (312) 353-7143
E-mail: Complaints_office_05@hud.gov

**For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:
SOUTHWEST OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
801 North Cherry, 27th Floor
Fort Worth, TX 76102
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595
E-mail: Complaints_office_06@hud.gov

**For Iowa, Kansas, Missouri and Nebraska:
GREAT PLAINS OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 • TTY (913) 551-6972
E-mail: Complaints_office_07@hud.gov

**For Colorado, Montana, North Dakota, South Dakota,
Utah, and Wyoming:
ROCKY MOUNTAINS OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248
E-mail: Complaints_office_08@hud.gov

**For Arizona, California, Hawaii, and Nevada:
PACIFIC/HAWAII OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1300
Telephone (415) 489-6524 or 1-800-347-3739
Fax (415) 489-6558 • TTY (415) 436-6594
E-mail: Complaints_office_09@hud.gov

**For Alaska, Idaho, Oregon, and Washington:
NORTHWEST/ALASKA OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 • TTY (206) 220-5185
E-mail: Complaints_office_10@hud.gov

***If after contacting the local office nearest you, you still have ques-
tions – you may contact HUD further at:***

U.S. Dept. of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone (202) 708-0836 or 1-800-669-9777
Fax (202) 708-1425 • TTY 1-800-927-9275

To file electronically, visit: www.hud.gov

PLACE
POSTAGE
HERE

MAIL TO:

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 109 of Title I- Housing and Community Development Act of 1974, as amended, (P.L. 97-35); Americans with Disabilities Act of 1990, (P.L. 101-336); and by the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6103).

The information will be used to investigate and to process housing discrimination complaints. The information may be disclosed to the United States Department of Justice for its use in the filing of pattern and practice suits of housing discrimination or the prosecution of the person(s) who committed that discrimination where violence is involved; and to State or local fair housing agencies that administer substantially equivalent fair housing laws for complaint processing. Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.



HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano Oficina de Derecho Equitativo a la Vivienda
U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

Instructions: (Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the date of the alleged discrimination to file a complaint. Your form should be signed and dated.

Your Name

Your Address

City

State

Zip Code

Best time to call

Your Daytime Phone No

Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No



What happened to you?

How were you discriminated against?

For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing?

State briefly what happened.

HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano Oficina de Derecho Equitativo a la Vivienda
U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

2 Why do you think you are a victim of housing discrimination?

Is it because of your:

• race • color • religion • sex • national origin • familial status (families with children under 18) • disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

3 Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization?

Identify who you believe discriminated against you.

Name

Address

4 Where did the alleged act of discrimination occur?

For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home?

Did it occur at a bank or other lending institution?

Provide the address.

Address

City

State

Zip Code

5 When did the last act of discrimination occur?

Enter the date

____/____/____

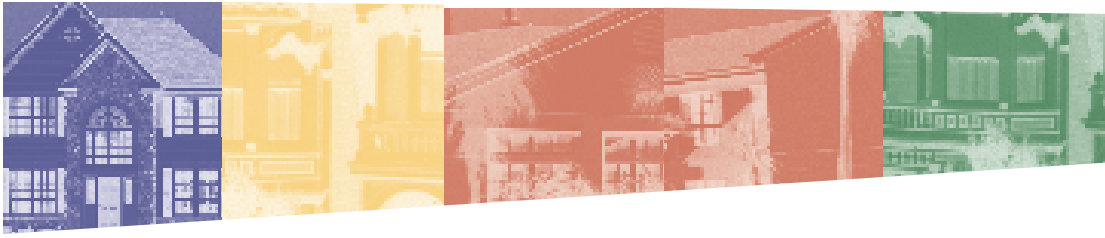
Is the alleged discrimination continuing or ongoing?

Yes No _____

Signature

Date

Send this form to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call that office directly. See address and telephone listings on back page.



It is Unlawful to Discriminate in Housing Based on These Factors...

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Handicap (if you or someone close to you has a disability)

If You Believe Your Rights Have Been Violated...

- HUD or a State or local fair housing agency is ready to help you file a complaint.
- After your information is received, HUD or a State or local fair housing agency will contact you to discuss the concerns you raise.

Detach here. Fold and close with glue or tape (no staples)

Keep this information for your records.

Date you mailed your information to HUD:

____/____/____

Address to which you sent the information:

Office

Telephone

Street

City

State

Zip Code

If you have not heard from HUD or a State or local fair housing agency within three weeks from the date you mailed this form, you may call to inquire about the status of your complaint. See address and telephone listings on back page.

ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

"The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach.

Under our Fair Housing laws, every citizen is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability."

Alphonso Jackson
Secretary

HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?

Under the Fair Housing Act, it is Against the Law to:

- Refuse to rent to you or sell you housing
- Tell you housing is unavailable when in fact it is available
- Show you apartments or homes only in certain neighborhoods
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Advertise housing to preferred groups of people only
- Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan
- Deny you property insurance
- Conduct property appraisals in a discriminatory manner
- Refuse to make reasonable accommodations for persons with a disability if the accommodation may be necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling.
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights

A Good Place to Live!

Introduction

Having a good place to live is important. Through your Public Housing Agency (or PHA) the Section 8 Certificate Program and the Housing Voucher Program help you to rent a good place. You are free to choose any house or apartment you like, as long as it meets certain requirements for quality. Under the Section 8 Certificate Program, the housing cannot cost more than the Fair Market Rent. However, under the Housing Voucher Program, a family may choose to rent an expensive house or apartment and pay the extra amount. Your PHA will give you other information about both programs and the way your part of the rent is determined.

Housing Quality Standards

Housing quality standards help to insure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program there are two kinds of housing quality standards.

Things that a home must have in order approved by the PHA, and

Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

The Section 8 Certificate Program and Housing Voucher Program allow you to *choose* a house or apartment that you like. It may be where you are living now or somewhere else. The *must have* standards are very basic items that every apartment must have. But a home that has all of the *must have* standards may still not have everything you need or would like. With the help of Section 8 Certificate Program or Housing Voucher Program, you *should* be able to afford a good home, so you should think about what you would like your home to have. You may want a big kitchen or a lot of windows or a first floor apartment. Worn wallpaper or paint may bother you. Think of these things as you are looking for a home. Please take the time to read A Good Place to Live. If you would like to stay in your present home, use this booklet to see if your home meets the housing quality standards. If you want to move, use it each time you go to look for a new house or apartment, and good luck in finding your good place to live.

Read each section carefully. After you find a place to live, you can start the *Request for Lease Approval* process. You may find a place you like that has some problems with it. Check with your PHA about what to do, since it may be possible to correct the problems.

The Requirements

Every house or apartment must have at least a living room, kitchen, and bathroom. A one-room efficiency apartment with a kitchen area is all right. However, there must be a separate bathroom for the private use of your family. Generally there must be one living/sleeping room for every two family members.

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Electricity

At least two electric outlets, or one outlet and one permanent overhead light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Window

At least one window. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Lock

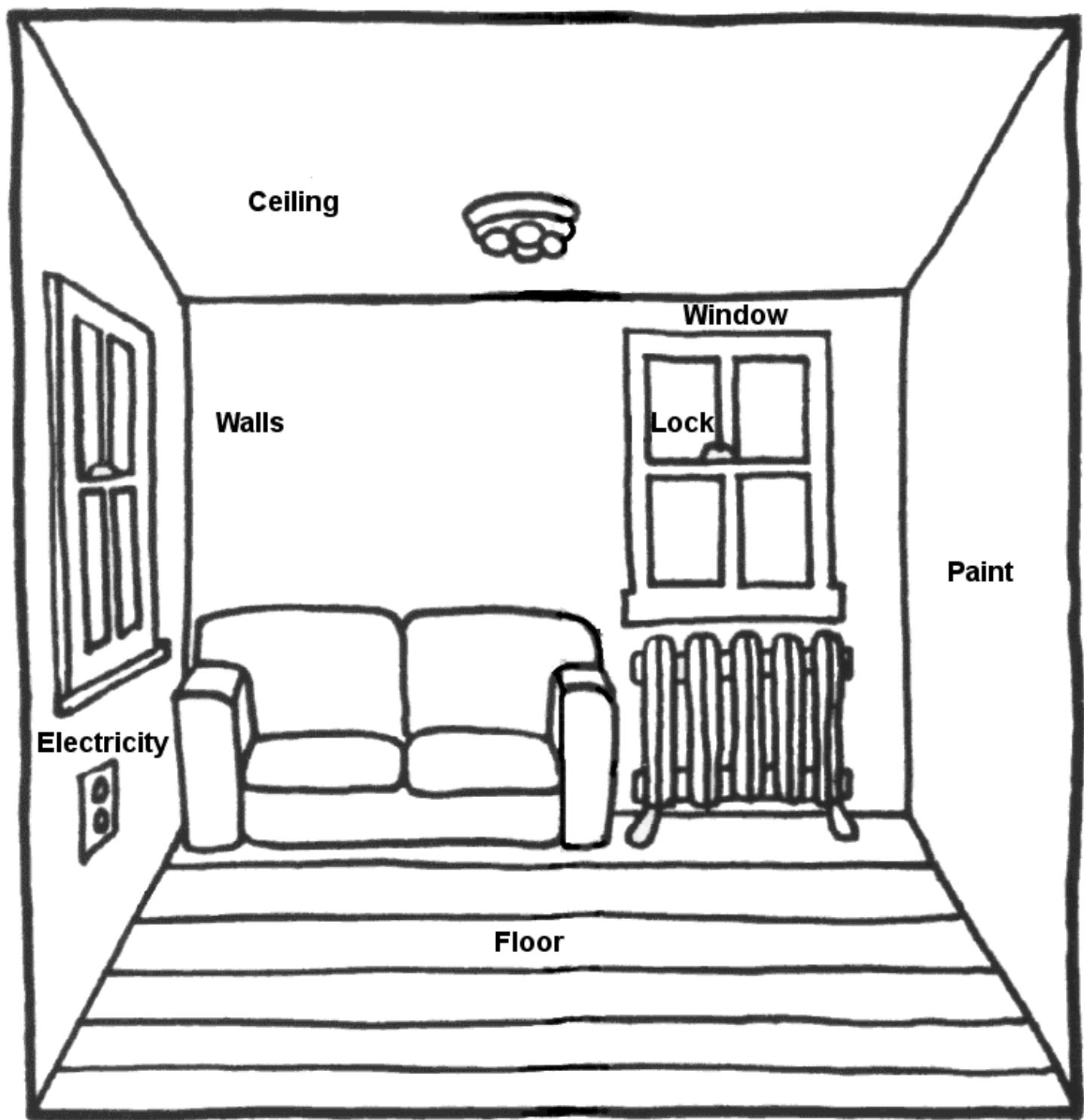
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

- No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

You should also think about:

- The types of locks on windows and doors
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
 - Are there storm windows?
 - Is there weather stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floor.
 - Is it scratched and worn?



2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Stove and Oven

A stove (or range) and oven that works (This can be supplied by the tenant)

Floor

A floor that is in good condition.

Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Preparation Area

Some space to prepare food.

Paint

No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

Window

If there is a window, it must be in good condition.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground. A window that cannot be opened is acceptable.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Serving Area

Some space to serve food.

- A separate dining room or dining area in the living room is all right.

Refrigerator

A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

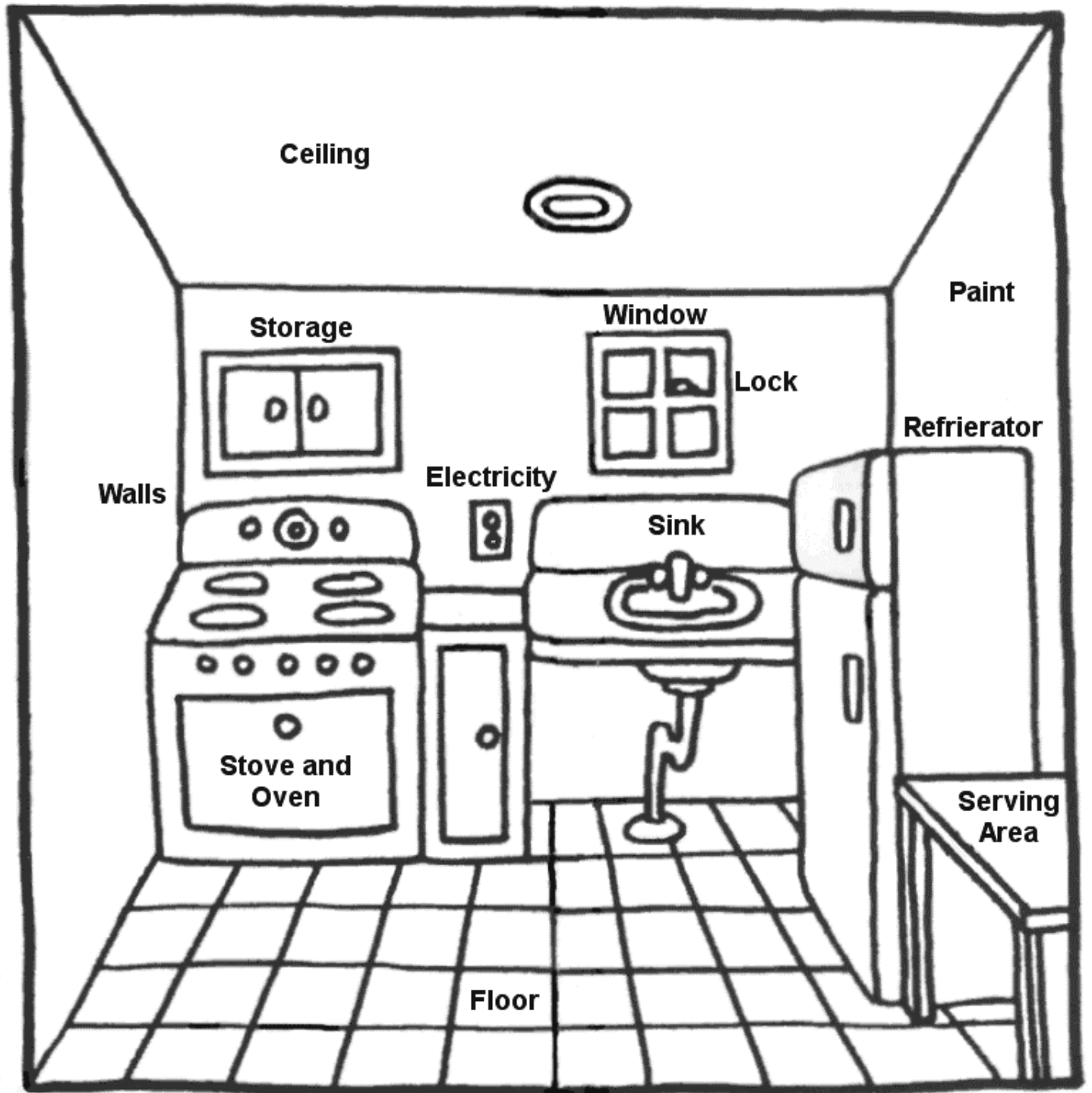
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

- The size of the kitchen.
- The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?
- The size, condition, and location of the refrigerator. Is it adequate for the size of your family?
- The size, condition, and location of your sink.
- Other appliances you would like provided.
- Extra outlets.



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Window

A window that opens or a working exhaust fan.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface such as plaster.

Electricity

At least one permanent overhead or wall light fixture.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

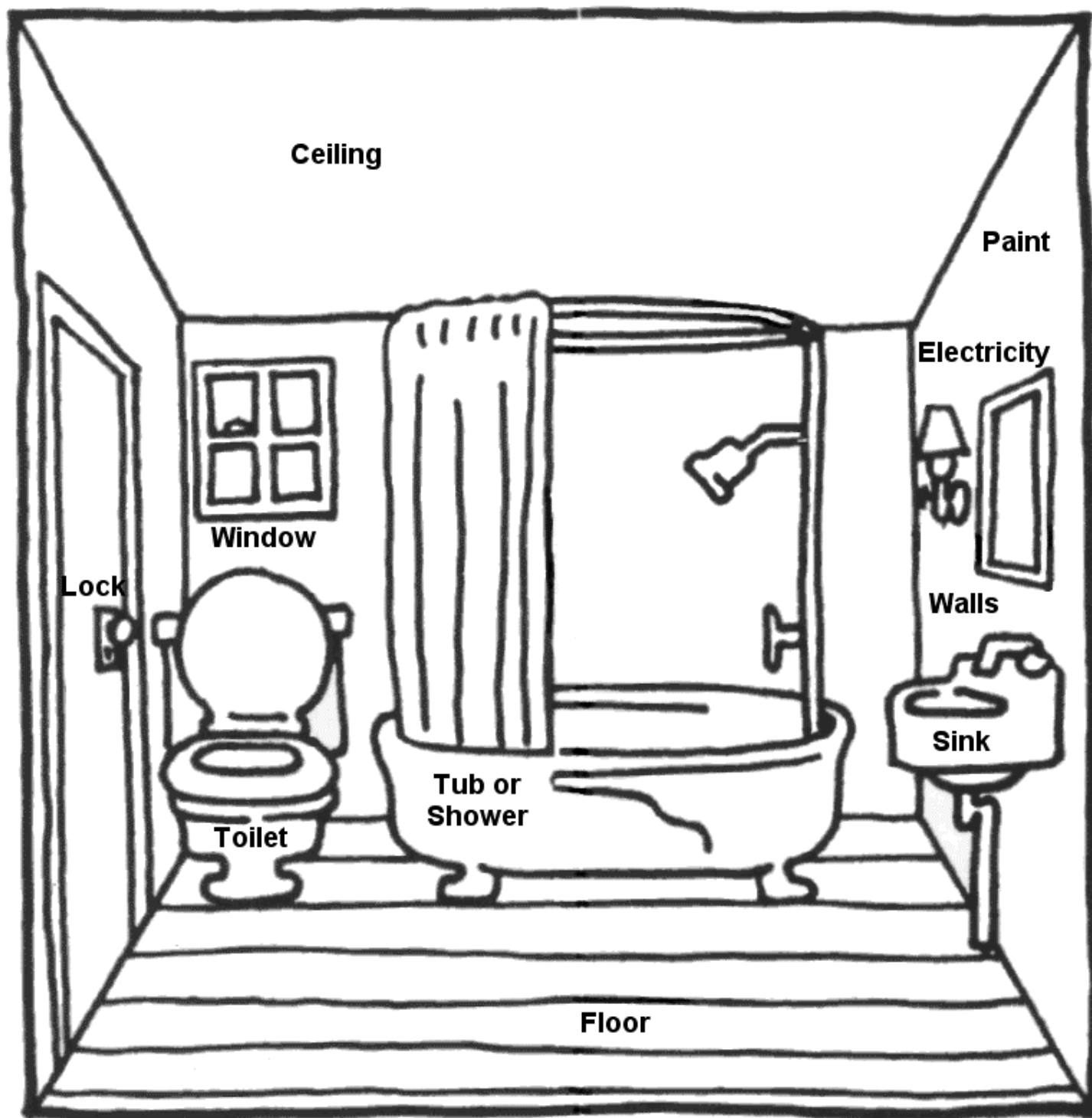
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.
- The size of the hot water heater.
- A cabinet with a mirror.



4. Other Rooms

Other rooms that are lived in include: bedrooms, dens, halls, and finished basements or enclosed, heated porches. The requirements for other rooms that are lived in are similar to the requirements for the living room as explained below.

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster,

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Electricity in Bedrooms

Same requirement as for living room.

In All Other Rooms Used for Living: There is no specific standard for electricity, but there must be either natural illumination (a window) or an electric light fixture or outlet.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Window

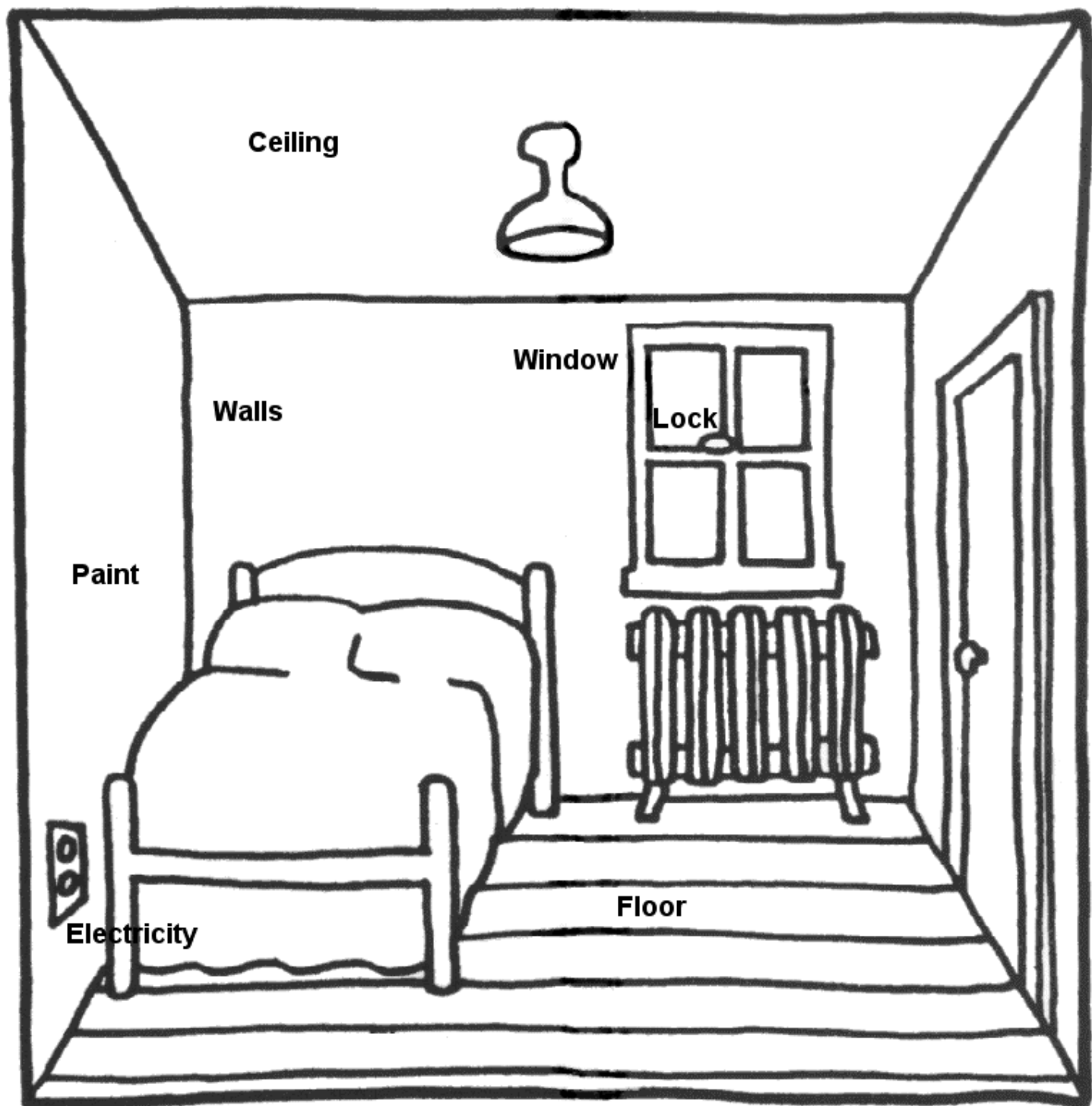
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Other rooms that are not lived in may be: a utility room for washer and dryer, basement or porch. These must be checked for security and electrical hazards and other possible dangers (such as walls or ceilings in danger of falling), since these items are important for the safety of your entire apartment. You should also look for other possible dangers such as large holes in the walls, floors, or ceilings, and unsafe stairways. Make sure to look for these things in all other rooms not lived in.

You should also think about:

- What you would like to do with the other rooms.
 - Can you use them the way you want to?
- The type of locks on windows and doors.
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization windows.
 - Are there storm windows?
 - Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floors.
 - Are they scratched and worn?



5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building.

- Evidence of leaks can usually be seen from stains on the ceiling inside the building.

Outside Handrails

Secure handrails on any extended length of stairs (e.g. generally four or more steps) and any porches, balconies, or decks that are 30 inches or more above the ground.

Walls

Exterior walls that are in good condition, with no large holes or cracks that would let a great amount of air get inside.

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

A plumbing system that is served by an approvable public or private water supply system. Ask the manager or owner.

Sewage

A plumbing system that is connected to an approvable public or private sewage disposal system. Ask the manager or owner.

Chimneys

No serious leaning or defects (such as big cracks or many missing bricks) in any chimneys.

Paint

No cracking, peeling, or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

- This includes exterior walls, stairs, decks, porches, railings, windows, and doors.

Cooling

Some windows that open, or some working ventilation or cooling equipment that can provide air circulation during warm months.

Plumbing

Pipes that are in good condition, with no leaks and no serious rust that causes the water to be discolored.

Water Heater

A water heater located, equipped, and installed in a safe manner. Ask the manager.

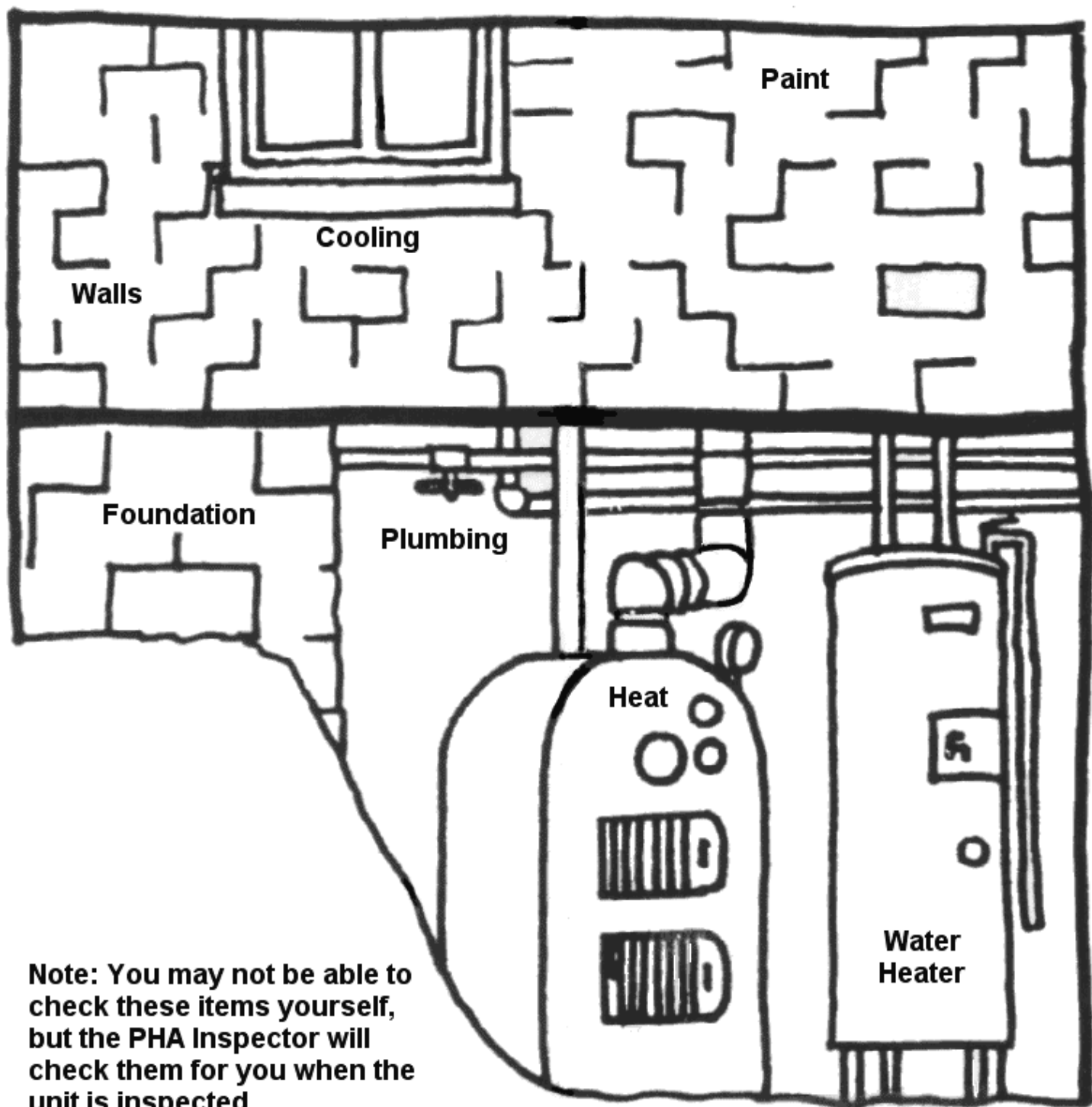
Heat

Enough heating equipment so that the unit can be made comfortably warm during cold months.

- Not acceptable are space heaters (or room heaters) that burn oil or gas and are not vented to a chimney. Space heaters that are vented may be acceptable if they can provide enough heat.

You should also think about:

- How well maintained the apartment is.
- The type of heating equipment.
 - Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its affect on utility costs.
 - Is there insulation?
 - Are there storm windows?
 - Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment (if any).
 - Will the unit be cool enough for you in the summer?



6. Health and Safety

The Building and Site must have:

Smoke Detectors

At least one working smoke detector on each level of the unit, including the basement. If any member of your family is hearing-impaired, the smoke detector must have an alarm designed for hearing-impaired persons.

Fire Exits

The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

Elevators

Make sure the elevators are safe and work properly.

Entrance

An entrance from the outside or from a public hall, so that it is not necessary to go through anyone else's private apartment to get into the unit.

Neighborhood

No dangerous places, spaces, or things in the neighborhood such as:

- Nearby buildings that are falling down
- Unprotected cliffs or quarries
- Fire hazards
- Evidence of flooding

Garbage

No large piles of trash and garbage inside or outside the unit, or in common areas such as hallways. There must be a space to store garbage (until pickup) that is covered tightly so that rats and other animals cannot get into it. Trash should be picked up regularly.

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

Interior stairs with railings, and common hallways that are safe and in good condition. Minimal cracking, peeling or chipping in these areas.

Pollution

No serious air pollution, such as exhaust fumes or sewer gas.

Rodents and Vermin

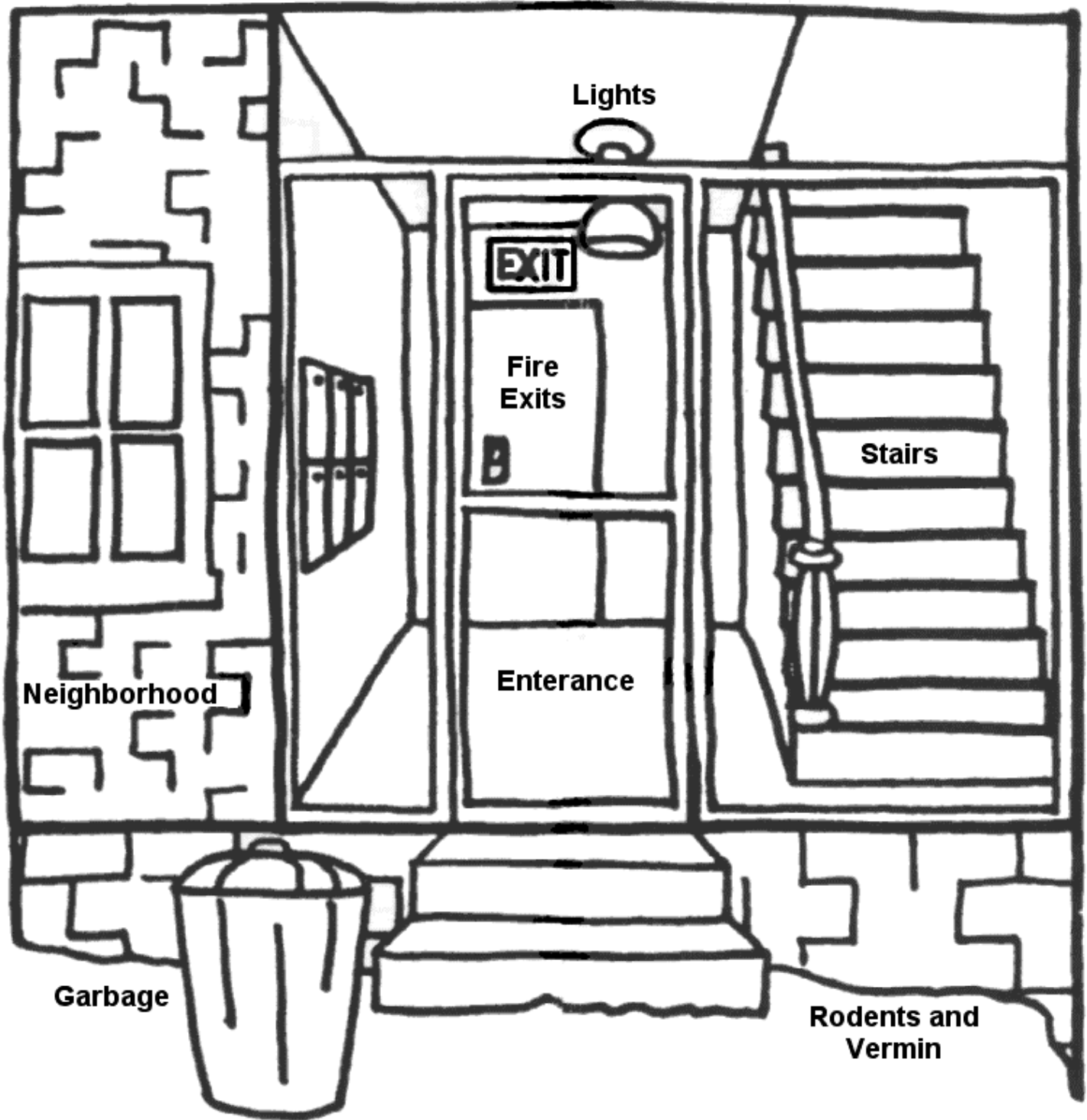
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

You should also think about:

- The type of fire exit.
 - Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.
 - Are there stores nearby?
 - Are there schools nearby?
 - Are there hospitals nearby?
 - Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).



Note: You may not be able to check these items listed here yourself, but the PHA Inspector will check them for you when the unit is inspected.

Now that you have finished this booklet, you know that for a house or apartment to be a good place to live, it must meet two kinds of housing quality standards:

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family.

You know that these standards apply in six areas of a house or apartment.

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms
5. Building Exterior, Plumbing and Heating
6. Health and Safety

You know that when a house or apartment meets the housing quality standards, it will be safe, healthy, and comfortable home for your family. It will be a good place to live.

After you find a good place to live, you can begin the *Request for Lease Approval* process. When both you and the owner have signed the *Request for Lease Approval* and the PHA has received it, an official inspection will take place. The PHA will inform both you and the owner of the inspection results.

If the house or apartment passed, a lease can be signed. There may still be some items that you or the PHA would like improved. If so, you and your PHA may be able to bargain for the improvements when you sign the lease. If the owner is not willing to do the work, perhaps you can get him or her to pay for the materials and do it yourself.

If the house or apartment fails, you and/or your PHA may try to convince the owner to make the repairs so it will pass. The likelihood of the owner making the repairs may depend on how serious or costly they are.

If it fails, all repairs must be made, and the house or apartment must be re-inspected before any lease is signed. If the owner cannot or will not repair the house or apartment, even if the repairs are minor, you must look for another home. Make sure you understand why the house or apartment failed, so that you will be more successful in your next search.

Responsibilities of the Public Housing Authority:

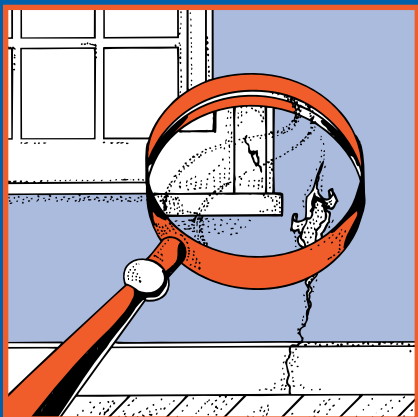
- Ensure that all units in the Section 8 Certificate Program and the Housing Voucher Program meet the housing quality standards.
- Inspect unit in response to Request for Lease Approval. Inform potential tenant and owner of results and necessary actions.
- Encourage tenants and owners to maintain units up to standards.
- Make inspection in response to tenant or owner complaint or request. Inform the tenant and owner of the results, necessary actions, and time period for compliance.
- Make annual inspection of the unit to ensure that it still meets the housing quality standards. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

Responsibilities of the tenant:

- Live up to the terms of your lease.
- Do your part to keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the PHA for initial, annual, and complaint inspections.

Responsibilities of the owner:

- Comply with the terms of the lease.
- Generally maintain the unit and keep it up to the housing quality standards outlined in this booklet.
- Cooperate with the tenant by responding promptly to requests for needed repairs.
- Cooperate with the PHA on initial, annual, and complaint inspections, including making necessary repairs.



Protect Your Family From Lead In Your Home



 **EPA** United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

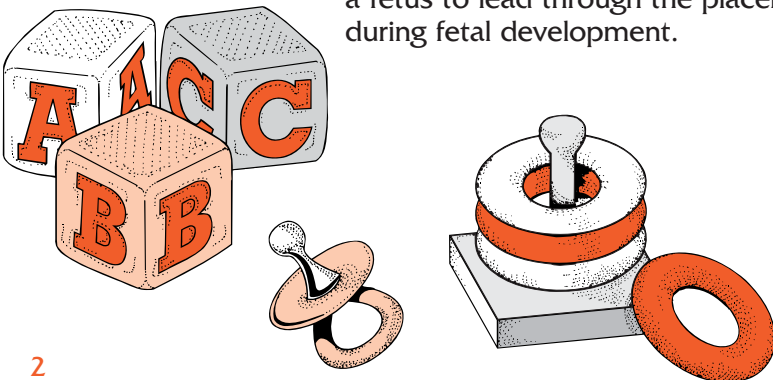
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

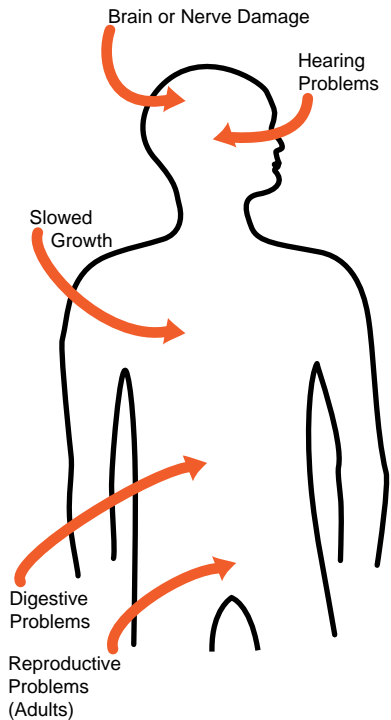
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

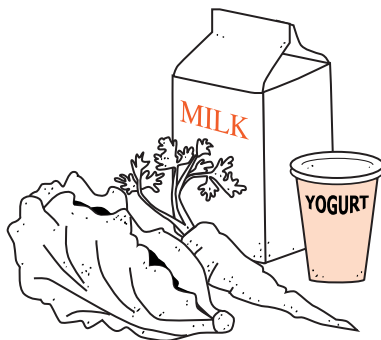
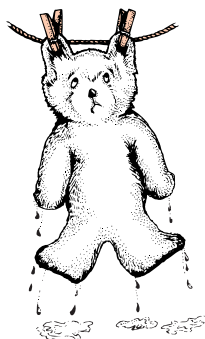
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



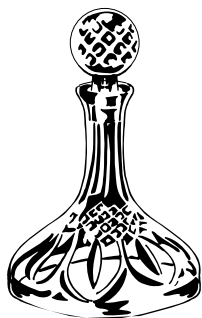
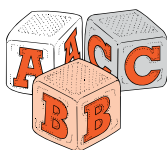
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

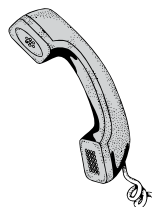


- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.



EPA's Safe Drinking Water Hotline

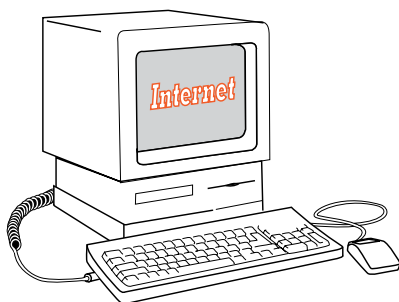
Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.



For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Your Rights as a Tenant in Washington State



Northwest Justice Project

Table of Contents:

Part 1.	Introduction	1
A.	Should I read this?	1
B.	What other laws might cover my situation?	1
C.	Why should I read this?	2
D.	Does the RLTA cover all tenants?	2
E.	Where can I learn more?	3
F.	How can I get legal help?	3
G.	Words and expressions you should know.....	3
Part 2.	Before Moving In	5
A.	Before renting a place:.....	5
B.	What types of rental agreements are there?.....	6
1.	<i>Month-to-month Rental Agreement:</i>	6
2.	<i>Fixed Term Rental Agreement:</i>	7
C.	Can the landlord put any rules they want in a rental agreement?	7
D.	Deposits and Other Fees.....	8
E.	What is a screening fee?	8
F.	What is a security deposit?	9
G.	Can I pay my deposit in installments?	9
H.	Does the landlord have to give back my security deposit?	10
I.	Does the landlord have to pay me interest on my security deposit? ..	10
J.	What is a damage deposit?	10
K.	Can the landlord keep my security or damage deposit to pay for routine upkeep?	11
L.	How fast does the landlord have to return my security or damage deposit?	11
M.	What if the landlord does not give back my deposit?.....	12
N.	The landlord went into foreclosure. Can I get my security deposit back?	12

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O.	What is a cleaning fee?	12
P.	What is an application or holding fee? RCW 59.18.253	12
Q.	What is “last month’s rent paid in advance”?	13
R.	Can I pay the rent in cash?	13
S.	What is a “Condition Check-In List?”	13
T.	What if I find damages later?	13
Part 3.	While you are Living There	14
A.	Landlord’s Responsibilities - RCW 59.18.060, except where otherwise noted	14
B.	Tenant’s Responsibilities - RCW 59.18.130	15
1.	<i>Changing the date rent is due</i>	16
C.	What if the landlord sells the property?	16
D.	Can my landlord enter my unit? - RCW 59.18.150	16
E.	What if my unit needs repairs?	17
F.	My landlord did not make needed repairs. Can I refuse to pay rent?	21
G.	Illegal Actions by the Landlord	21
1.	<i>Lockouts - RCW 59.18.290</i>	21
2.	<i>Utility Shut-offs - RCW 59.18.300</i>	21
3.	<i>Taking Your Property</i>	22
4.	<i>Renting Condemned Property</i>	22
5.	<i>Retaliatory Actions against You - RCW 59.18.240</i>	22
Part 4.	Moving Out	23
A.	Do I have to tell the landlord I am moving?	23
1.	<i>If you have a month-to-month agreement:</i>	23
2.	<i>If you have a lease:</i>	24
B.	Getting your Deposit Back	24
Part 5.	Evictions	25
A.	Can a landlord ask me to move out for no reason?	25

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B.	When can a landlord make me move out?	25
1.	<i>For not paying rent.</i>	25
2.	<i>For missing a payment under your deposit installment plan.</i>	26
3.	<i>For not following the rental agreement.</i>	26
4.	<i>Other kinds of activity.</i>	26
5.	<i>Other good reasons the landlord can make you move</i>	27
C.	What if I am still living in the unit after the time on the notice is up? ..	28
D.	What if I get a Summons and Complaint for Unlawful Detainer notice?	28
E.	What is a Notice of Appearance?	28
F.	What is an Answer?	29
G.	How do I submit my Notice of Appearance (and/or Answer)?	29
H.	What if I get a Notice with the Summons that says I have to pay rent into the court registry?	29
I.	Do I have to go to court?	29
J.	Do I get a lawyer for my eviction case?	30
K.	What is a “writ of restitution?”	30
L.	Can my landlord physically force me off the property?	30
Part 6.	Abandonment	30
A.	Have I “abandoned” my place?	30
B.	How long does the landlord have to wait before selling my things?...	31
C.	I abandoned the rental. What happens to my deposits?	31

This publication provides general information concerning your rights and responsibilities. It is not intended as a substitute for specific legal advice.

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-
- ❖ Read this *only* if you live in the state of Washington.
 - ❖ Eviction law continues to change. Read about the latest changes to the law at WashingtonLawHelp.org/resource/eviction
 - ❖ Renters with low incomes are entitled to a lawyer free of charge before a court may proceed with an eviction. Call our Eviction Defense Screening line at 1-855-657-8387 or apply online at nwjustice.org/apply-online if you think you may qualify.
 - ❖ You can find all the fact sheets we link to here at WashingtonLawHelp.org.
-

Part 1. Introduction

A. Should I read this?

This publication covers most residential tenants (people who pay rent for the place where they live) in Washington State. We explain here the most common state laws covering your rights and responsibilities as a tenant. Most important is the Residential Landlord-Tenant Act (RCW 59.18) (“RLTA”).

-
- ❖ **RCW** stands for the Revised Code of Washington, the law of Washington State.
 - ❖ We use citations, such as “**RCW 59.18.70**,” to direct you to a specific law. This helps you look up the law at your local law library or online at app.leg.wa.gov/rcw/.
-

B. What other laws might cover my situation?

Special laws cover people who live in

- subsidized (government-funded) housing programs
- mobile home parks where you own the mobile home

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If any of these is your situation, go to WashingtonLawHelp.org. You can learn more about your specific situation there. See the list of resources below in “Where can I learn more” (Part 1, Section E of this publication).

C. Why should I read this?

Read this to understand your rights and responsibilities as a tenant. **This is general information only.** Try to get legal help as soon as you can. See below for information on where to get legal help.

D. Does the RLTA cover all tenants?

No. It covers most **but not all** people who rent the place where they live.

The law probably covers you if:

- You have a lease agreement.
- You are a month-to-month tenant.
- You have a verbal rental agreement.
- You have another kind of agreement, such as providing childcare in exchange for a room or place to live.
- You are living in a hotel, motel, or camping area and have been there since at least 30 days before March 1, 2020.

The law probably does **not** cover you if:

- You live in a mobile home park, but own your mobile home. Read [Tenant Rights under the Manufactured / Mobile Home Landlord-Tenant Act](#) instead. [The Manufactured / Mobile Home Landlord-Tenant Act](#) is at [RCW 59.20](#).
- You live in an RV or trailer that you own. You pay for a space for it. Read [I live in a trailer, motor home, or fifth wheel in an RV park. I pay rent for the lot. Do I have rights?](#)
- You lease an office for business purposes.
- You live in a homeless shelter or an encampment.

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- You live in a medical, religious, educational, recreational, or correctional institution. [RCW 59.18.040\(1\)](#).
- You signed a contract to buy the property where you live. [RCW 59.18.040\(2\)](#). Read [Know Your Rights: Rent-to-Own in Washington State](#).
- You have been living in a hotel or motel since March 1, 2020 or later, or you did not start living there at least 30 days before March 1, 2020. [RCW 59.18.040\(3\)](#).
- You rent the land around your house mainly for farming. [RCW 59.18.040\(5\)](#).
- You are a temporary migrant worker and your employer gives you housing as part of your job. [RCW 59.18.040\(6\)](#). Read [Housing: Your Rights as a Farm Worker](#).
- You live in the same place as you work (for example, as a property manager). You live there only because of the job. [RCW 59.18.040\(8\)](#).

If any of these describes you, the RLTA may apply **if** the landlord or another person set the terms of your living arrangements specifically to avoid being covered by the law.

E. Where can I learn more?

Read:

- [How to interact with your landlord to avoid legal trouble](#)
- [My Landlord is Discriminating Against Me](#)
- [Tenants: New Legal Protection from Discrimination Based on Source of Income](#)

F. How can I get legal help?

- **Facing Eviction?** Call 1-855-657-8387
- **Facing Foreclosure?** Call 1-800-606-4819

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- **Facing a legal issue in King County (other than Eviction or Foreclosure)?**
Call 2-1-1 (or toll-free 1-877-211-9274) weekdays 8:00 am - 6:00 pm. They will refer you to a legal aid provider.
- **Facing a legal issue outside of King County (other than Eviction or Foreclosure)?** Call the [CLEAR Hotline](#) at 1-888-201-1014 weekdays between 9:15 am - 12:15 pm.
- **Seniors (age 60 and over) with a legal issue outside of King County** can also call CLEAR*Sr at 1-888-387-7111
- **Deaf, hard of hearing or speech impaired** callers can call any of these numbers using the relay service of your choice.

CLEAR and 2-1-1 will provide interpreters.

G. Words and expressions you should know

Arbitration or Mediation—ways to settle a dispute without going to court. Usually referred by a neutral third party, called an arbitrator or a mediator.

Dwelling Unit—An apartment, house, mobile home, or other structure, or part of a structure, you rent to live in. We also call it a “rental.”

Premises—the entire space you rent to live in, including any outdoor areas only you may use. **Example:** a yard or detached garage.

Rental Agreement—can be a written agreement (a **lease**) or a verbal agreement to rent a place to live in.

Subsidized Housing—an organization like the Housing Authority pays some of your rent, you have a housing voucher, you live in a rental from a Housing Authority, or your rent is lower because you have a low income and the government is helping you out.

Part 2. Before Moving In

A. Before renting a place:

- **Read a lease carefully before signing.** Ask about anything you do not understand. Look for hidden charges or penalties. If you sign the lease, you may be stuck paying those charges.
- If something is important to you, **get it in writing.** Do not rely on a verbal promise. You can add things to a rental agreement already written if you and the landlord both initial what you added.
- **Find out who pays for** hot water, heat, electricity, parking, snow removal, and trash disposal. Are they separate from the rent or do you pay the landlord for it as part of the rent?
- Find the **utility** controls. Ask questions. Where is the thermostat? Who controls it? Where is the electric box? Where is the hot water heater?
- **If you will pay an electric bill,** ask the electric company how much the unit's electricity cost for the past 12 months. You can also ask the natural gas company for this information.
- **If you will pay for your own heat,** ask to see last winter's bills.
- Make sure all utilities and appliances work correctly.
- **If you share rent,** the landlord can charge you for all the rent if your roommates do not pay their share.
- Try to talk to another tenant about what the building and landlord are like.
- Check off-street parking, public transportation, and stores.
- Check that you can lock all **screens, windows, and doors** and they are not broken.
- The landlord's insurance probably does not protect you from damage or loss of furniture or other property. **Consider buying renter's insurance** if you want this protection.
- **Make a list of major problems in the apartment.** Include condition of walls, floors, windows, and other areas. Include any problems in the

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“Condition Check-In List.” See below. If you don’t, your landlord could try to charge you for them when you move out. You should also take timestamped photos of any issues. Email these photos to yourself and the landlord.

- **Be careful about putting money down to "hold the apartment."** If you decide later not to rent it, the landlord can refuse to return your money.
- Get something to **keep your records** in. Make digital copies as well. Keep in your file:
 - your lease or rental agreement
 - your security deposit receipt
 - your list of things wrong with the apartment (“Condition Check-In List”)
 - rent receipts and cancelled checks
 - landlord's address and phone number
 - any other papers about your tenancy

B. What types of rental agreements are there?

There are 2 main types:

- The “month-to-month” rental agreement
- A fixed-term “lease” or rental agreement for a specific period (usually 1 year).

1. Month-to-month Rental Agreement:

- Can be in writing **or** a verbal agreement. If you pay any deposit or non-refundable fee, the landlord must give you a written agreement.
- Has no fixed time limit. It continues until landlord or tenant gives proper notice that they want to end it. Read [New Washington State Law: Landlords must give a “good” reason to end a tenancy or not renew a lease \(short version\)](#).
- You usually pay rent monthly.

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- The landlord can change the rules after giving you written notice about changes at least 30 days before the end of a rental period. Example: The rental period ends on June 30. The landlord must give you written notice of a rule change before June 1. [RCW 59.18.140](#).
- The landlord can raise the rent after giving you written notice at least 60 days before the end of the rental period (except in certain subsidized rental units, the landlord can give you only 30 days written notice). [RCW 59.18.140](#).

2. Fixed Term Rental Agreement:

- Must be in writing.
- Requires you to live there for a specific period (like 1 year).
- Limits the landlord's ability to change the terms of the agreement.
- During its term, the landlord can only change the rules if you agree.
- The landlord cannot raise the rent during the term (except in certain kinds of subsidized housing units).

C. Can the landlord put any rules they want in a rental agreement?

No. Certain things are illegal to put in rental agreements. If your agreement has any of these, you do not have to follow them. [RCW 59.18.230](#).

The landlord cannot put something in an agreement that:

- Waives (gives up) any right the Landlord-Tenant Act gives you - [RCW 59.18.230 \(2\)\(a\)](#)
- Makes you give up your right to defend yourself in court against the landlord - [RCW 59.18.230\(2\)\(b\)](#)
- Limits the landlord's legal accountability where they would normally be responsible - [RCW 59.18.230\(2\)\(d\)](#)
- Says the landlord does not have to make repairs - [RCW 59.18.230\(1\)](#)
- Lets the landlord enter the rental without first giving you proper notice. For more on your right to privacy, see below - [RCW 59.18.230\(1\)](#)

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- Requires you to pay for damages that are not your fault - [RCW 59.18.230\(2\)\(d\)](#)
- Says you must pay the landlord's lawyer fees if an argument goes to court, even if you win - [RCW 59.18.230\(2\)\(c\)](#)
- Lets the landlord take your things if you get behind in rent - [RCW 59.18.230\(4\)](#)
- lets the landlord apply your rent payment toward other amounts you owe the landlord instead, such as for late payments, damages, legal costs, or other fees – [RCW 59.18.230\(1\)\(b\)](#)
- Lets the landlord collect more than what a court awards in an eviction case - [RCW 59.18.230\(1\)\(b\)](#)

D. Deposits and Other Fees

You should make note of what is and is not a refundable deposit. The landlord could collect these kinds of deposits and fees from you when you start renting:

1. Screening fee - [RCW 59.18.257\(1\)](#)
2. Security deposit - [RCW 59.18.260](#)
3. Damage deposit
4. Cleaning fee
5. Last month's rent paid in advance
6. Application or holding fee - [RCW 59.18.253\(2\)](#)
7. Non-refundable pet deposit or other non-refundable deposit

E. What is a screening fee?

Landlords may check (screen) your rental history, eviction history, credit history, and criminal background before renting to you. Most of the time, they hire a company to make these checks. The “screening fee” pays that company.

The landlord must tell you in writing that they are running a screening report on you. They cannot charge you more for the screening than it actually costs. If they

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violate one of these rules, you may have a legal case against them. [RCW 59.18.257](#). Read [Tenant Screening: Your Rights](#).

A landlord who rejects you because of something they found in the screening report must tell you in writing why they rejected you. [RCW 59.18.257\(2\)](#). If you think the landlord rejected you unfairly, you can file a complaint. [Tenant Screening: Your Rights](#) has forms you can use.

F. What is a security deposit?

It is money you give the landlord when you move in. The landlord can use it to cover any unpaid rent or damages. You cannot use your security deposit to pay your last month's rent **unless** the landlord agrees.

If you make a deposit, by law the landlord must give you:

- a receipt for each deposit - [RCW 59.18.270](#)
- a written rental agreement - [RCW 59.18.260](#)
- a check-list or statement describing the rental unit's condition that you both must sign - [RCW 59.18.260](#)
- the name and address, in writing, of the bank or escrow company where the landlord is keeping the deposit - [RCW 59.18.270](#)

-
- ❖ If the landlord collects a security deposit from you without giving you the written checklist, you can file a court case to get the deposit back plus court costs and fees. If this is less than \$10,000, you would file your case in Small Claims Court.
 - ❖ You can ask for one free replacement copy of the checklist if you lose yours.
-

Keep these documents in a safe place. You will need them if you go to court. You can make copies to leave with a friend or relative in case something happens to the originals.

G. Can I pay my deposit in installments?

Starting June 11, 2020, you can ask your landlord to let you pay your deposit (plus any nonrefundable fees and last month's rent) in installments. You must make this

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request in writing. Any payment plan must be in writing signed by you and your landlord. **Keep a copy for your records.**

If your rental agreement is 3 months or longer, you can ask for a payment plan of 3 monthly, equal payments. If your rental agreement is less than 3 months, you can ask for a payment plan of 2 monthly, equal payments. Payments must start at the beginning of your tenancy and will be due on the same day as rent.

Your landlord:

Cannot

- charge you any fees, costs, or interest to get into a payment plan.

Can

- deny your request for a payment plan if the total amount of deposits and nonrefundable fees are not more than 25% of the first month's rent and is not requiring last month's rent.
- start an eviction case against you by delivering a 14-day Pay or Vacate Notice if you miss a payment. It's treated as if you didn't pay your rent.

H. Does the landlord have to give back my security deposit?

If you owe back rent or have damaged the unit, the landlord can keep some of it. They can only keep what you owe for rent or repair costs. If you owe the landlord more than the amount of your security deposit, they can sue you. [RCW 59.18.280](#).

I. Does the landlord have to pay me interest on my security deposit?

Only if you both agreed to this. [RCW 59.18.270](#).

J. What is a damage deposit?

A landlord can collect this to cover the cost of damages you or your guests cause. The landlord cannot use this to cover unpaid rent.

K. Can the landlord keep my security or damage deposit to pay for routine upkeep?

No. The landlord cannot keep a security or damage deposit to repair "normal wear and tear." [RCW 59.18.280](#). **Examples** of "normal wear and tear:"

- worn carpet
- chipped paint
- worn finish on wood floor
- faded or dingy paint

The landlord **can** deduct the cost of fixing damages beyond normal wear and tear.

Examples:

- broken windows
- holes in the wall
- leaving trash or other items that must be thrown away
- leaving the unit so dirty that it is unhealthy or unsafe

If a storm, fire, or unknown person damages the unit, tell the landlord right away. They should not charge you for repairs if you or your guests did not cause the damage. Make sure to document the damage with timestamped photos.

L. How fast does the landlord have to return my security or damage deposit?

After you move out, the landlord has 21 days to send you the deposit **or** a letter saying why they are keeping some or all of it. They must send this letter to the most recent address they have for you. [RCW 59.18.280](#). When you move out, give the landlord your new address **or** make sure you have your mail forwarded so you will get the deposit or letter.

M. What if the landlord does not give back my deposit?

Read [Getting Your Security Deposit Back. I've Moved Out. My Former Landlord Says I Owe Damages](#) has forms for sending the landlord a letter demanding the return of your deposit or use [Letter to Landlord for Return of a Security Deposit – Do-it-Yourself Forms](#).

N. The landlord went into foreclosure. Can I get my security deposit back?

Maybe. The landlord must either refund your security deposit or transfer it to the new owner of the place after the foreclosure. A landlord who does not do either is liable to you for damages up to twice the amount of the security deposit. Read [I am a Tenant Living in a Foreclosed Property. What are My Rights](#).

O. What is a cleaning fee?

A landlord can charge this to have the place cleaned after you move out if this was in your written rental agreement. Some landlords collect a nonrefundable cleaning fee. This means no matter how clean you leave the place, the landlord keeps the fee. [RCW 59.18.285](#) discusses nonrefundable fees.

P. What is an application or holding fee? [RCW 59.18.253](#)

You give the landlord this fee to ensure that the landlord will not rent the unit to someone else before you move in. Usually, the landlord keeps a holding fee or deposit if you change your mind and do not move in. If you do move in, the landlord must apply this fee towards the security deposit or first month's rent.

-
- ❖ The landlord may not keep any of the holding fee if the unit fails a tenant-based rental assistance program inspection. **Example:** If you have a Section 8 voucher and the inspection does not happen within ten days of you paying the fee, the landlord does not have to hold the place but must return the holding fee.
 - ❖ A landlord who wrongly keeps the fee can be charged with up to twice the fee if you sue them and win.
 - ❖ Any holding fees or deposits cannot be more than 25% (¼) of your first month's rent.
-

Q. What is “last month’s rent paid in advance”?

This is not a deposit. The landlord can only use it for payment of your last month’s rent. The landlord cannot keep this amount for damages.

The landlord must refund this if you move out early at the landlord's request or after you give proper notice.

R. Can I pay the rent in cash?

It depends on the landlord. A landlord can refuse cash payment of rent.

If the landlord will accept cash payment, the landlord must give you a receipt for any such payments.

S. What is a “Condition Check-In List?”

You should always get this list before moving in. It describes the condition and cleanliness of the unit or its furnishings. **It is very important.** The landlord may try to blame you for damages that were there when you moved in. With the list, you can prove the damages were already there.

The check-in list should include a description of all damages in the unit. Do not let the landlord leave anything off, even if they say they are going to fix the damage or will remember it was there and will not charge you. You have the right to list all damages even if the landlord says not to worry about it. **Do not sign the list until it is right!**

If you pay a deposit, the landlord must give you a Condition Check-In List. You and the landlord must sign it. [RCW 59.18.260](#). **Get a copy of this checklist.** Keep it in a safe place. If you lose your copy, you can ask the landlord for 1 free replacement copy.

T. What if I find damages later?

If you find damages you did not notice when you signed the Condition Check-In List, ask the landlord to change the list to include them as soon as possible. If they refuse or do not get around to it within a week, write the landlord a letter:

- Describe the newly discovered damages.

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- State that you did not make them.
- Put that the landlord should add them to the check-in list.
- Sign and date the letter.

Mail the landlord a copy of the letter. Keep a copy for yourself.

You should take timestamped pictures or video of damages if

- They are major damages
- The landlord refused to put them on the list
- You did not notice them until after you signed the check-in list

Part 3. While you are Living There

A. Landlord's Responsibilities - [RCW 59.18.060](#), except where otherwise noted

The landlord must:

- Maintain the unit so it does not go against state and local laws in ways that endanger your health and safety
- Keep shared or common areas reasonably clean and safe
- Fix damage to chimney, roof, floors, or any other structural parts of the living space
- Maintain a reasonable program to control insect, rodent or other pest infestations, except when you caused the problem
- Make repairs when something breaks in the unit, except if it is caused by normal wear and tear
- Provide good locks for the unit and give you keys for them
- Replace a lock or give you a new key, at your expense, if you ask for this after getting a court order granting you possession of a rental unit and excluding a

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former co-tenant. **Example:** after you get a restraining order against an abusive ex-partner or spouse. [RCW 59.18.585](#)

- Provide fixtures and appliances necessary to supply heat, electricity and hot and cold water
- Provide smoke detectors and make sure they work when you move in. But you must buy new batteries and maintain smoke detectors. [59.18.130\(7\)](#)
- Fix electrical, plumbing, heating systems if they break
- Fix other appliances that come with the rental
- Make repairs needed so the house is weather-tight
- Tell you the name and address of landlord or their agent
- Give you a receipt for your cash rent if your landlord accepts cash payments, even if you do not ask for one. If you pay in any other form, the landlord must give you a receipt upon your request - [RCW 59.18.063](#)

If more than one family lives in a house or apartment building, the landlord must provide trash cans and arrange for trash and, in some cases, recyclable items pick up. If only one family lives in the house or building, the landlord does not have to provide trash pick-up.

❖ The landlord does not have to pay for damages or problems that are your fault.

B. Tenant's Responsibilities - [RCW 59.18.130](#)

You must:

- Pay rent and any utility bills agreed upon
- Follow city, county and state regulations
- Keep the unit clean and sanitary
- Dispose of garbage properly
- Pay for control of any pest infestations that you caused

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- Properly use plumbing, electrical and heating systems
- Restore the place to the same condition as when you moved in, except for normal wear and tear

You may **not**:

- Engage in or allow any gang- or drug-related activity on the property
- Allow damage to the property
- Allow lots of garbage to build up in or around the unit
- Cause a nuisance or substantial interference with other tenants' use of their property
- Allow any of your guests to do any of the prohibited actions.

1. Changing the date rent is due

You can ask the landlord to change the date your rent is due. In some cases, the landlord must agree to a new due date. Read [Can I Change the Date my Rent is Due](#).

C. What if the landlord sells the property?

This does not automatically end a lease or month-to-month agreement. If the landlord is selling the property **and** wants you to move for that reason, the landlord must give you a 90-Day Notice.

But the landlord might not need you to move out because of the sale. In that case, the landlord must give you the new owner's name and address by hand delivery **or** by mailing you the notice plus posting it on the property.

The landlord must transfer all deposits to the new owner. The new owner must put them in a trust at a bank or in an escrow account. The new owner must give you the new bank or escrow company's name and address.

D. Can my landlord enter my unit? - [RCW 59.18.150](#)

Except in an emergency, the landlord must give you at least 2 days' written notice before entering your rental to make repairs or inspect the place. But if the landlord

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wants to show the rental unit to a potential new tenant or buyer, the landlord only has to give you a 1 day written notice. The notice must state:

- the proposed dates of entry
- the exact time of entry **or** the period during which it will happen, including earliest and latest possible times (The landlord must propose reasonable times)
- a phone number for you to call to object to the entry date and time or to ask to reschedule

You cannot unreasonably refuse the landlord's entry to repair, improve or service the unit. And your landlord cannot try to enter your unit for harassment. In the case of emergency or abandonment, the landlord can enter without notice. Read [My Landlord Enters My Rental Unit Without My Permission](#) to learn more.

E. What if my unit needs repairs?

Follow the steps in this section to ask for repairs. Read [Tenants: If You Need Repairs](#). You can find sample letters to use.

STEP 1 – Write the landlord a letter.

- Describe the problem and what needs fixing.
- Include your name, address, and apartment number. If the landlord is a management company, include the name of the unit's owner, if you know it.
- Try to hand- deliver the letter or mail it "certified mail," with a "return receipt requested" at the post office. This will make it easier to prove the landlord got the letter.
- Keep a copy of the letter for yourself.
- The best way to ask for repairs is through a letter, but if you send an email instead, keep records of what you sent and any responses you got from the landlord.

STEP 2 - Wait for the landlord to fix the problem.

After you give the landlord the letter, they have a certain number of days to start making repairs. How many days depends on the problem:



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- If you have no hot or cold water, heat, or electricity, or there is a life-threatening problem, the landlord has 24 hours to start repairs. [RCW 59.18.070 \(1\)](#).
- If your refrigerator, stove, oven, or major plumbing fixture is broken, the landlord has 72 hours to start repairs. [RCW 59.18.070 \(2\)](#).
- For all other repairs, the landlord has 10 days to start repairs. [RCW 59.18.070 \(3\)](#).
- The landlord may be entitled to more time if repairs are delayed due to circumstances beyond the landlord's control. RCW 59.18.070.

If the landlord does not start repairs within the required time, you have 4 options:

Option 1. You can move out if the landlord does not make repairs within the required time and does not fix the situation within a reasonable time. All you need to do is give the landlord written notice that you are moving out and the reason why. [RCW 59.18.090\(1\)](#).

The landlord must return your deposits. They must also give you back the equivalent of the rent for the days you have already paid. **Example:** Your refrigerator breaks. You give the landlord proper written notice. They do not fix it after 72 hours. You move out on July 6. You have already paid rent for all of July. The landlord must give you back the equivalent of the rent for the rest of the 25 days in July.

Option 2. Go to court or mediation. You can hire a lawyer and go to court to force the landlord to make repairs. You cannot sue for repairs in Small Claims Court.

If the landlord agrees, you can go to mediation. This is usually cheaper and quicker than court. [RCW 59.18.090\(2\)](#).

Option 3. You can hire someone yourself to make the repairs and subtract the amount from rent. [RCW 59.18.100](#). Be careful! This legal process can be complicated. Try to get legal help before you do this.

❖ **Important:** You must be up-to-date in rent and utilities to use this method. [RCW 59.18.080](#).

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To use this method:

- 1) Give the landlord a good faith estimate of the repairs. You can give the landlord this estimate at the same time as the original notice of the problem. [RCW 59.18.100\(1\)](#). The cost of the repair cannot be more than 2 months' rent.
- 2) **If your repair has a 10-day waiting period:** Before you contract to have the repairs made, you must wait the entire 10 days after giving the original notice to the landlord about the problem, **and** you must wait 2 days after you give the estimate, if this is later. There is no rule like this for 24- and 72-hour repairs. You can contract for these repairs as soon as you give the landlord an estimate. [RCW 59.18.100\(2\)](#).
- 3) Provide the landlord or the person that works for them (like a property manager) an opportunity to inspect the work that was done.
- 4) After the work is done, subtract the cost from your rent for the next month.

Can I make as many repairs as I want?

No. There are limits to the cost of repairs you can make by hiring someone to do it and deducting the cost from your rent.

- Each repair must cost less than 2 months' rent if you hire someone or less than 1 month's rent if you do the work yourself.
- You cannot spend more than 2 months' rent on repairs in any 12-month period if you hire someone or more than 1 month's rent if you do the work yourself.

[RCW 59.18.100\(2\)](#).

Examples:

Your monthly rent is \$750. You hired someone to make repairs in March. That cost \$1,500. You could deduct \$750 from April's rent and \$750 from May's rent. You would not have to pay rent for April or May.

Your rent is \$750 a month. The repair cost was \$1,000. You could deduct \$750 from April's rent and the final \$250 from May's rent.

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Option 4. Make the repairs yourself.

❖ **Important:** You must be up-to-date in rent **and** utilities to use this method.
[RCW 59.18.080](#).

To use this method:

- 1) Give proper notice and wait the required time, depending on the problem.
See above.
- 2) Fix the problem yourself in a skilled, competent way.
- 3) Provide the landlord or an agent (like a property manager) an opportunity to inspect the work that you did.
- 4) Once you are done, subtract the cost of materials and your own labor time from next month's rent.
 - Each repair you do yourself must cost less than 1/2 (one-half) month's rent. [RCW 59.18.100\(3\)](#).
 - You cannot spend more than 1 month's rent on repairs you do yourself in each 12-month period.

Example: Your monthly rent is \$800. In March, you made 4 separate repairs. Each cost you \$200. You could deduct \$800 from April's rent. You would not pay rent in April.

You must

- give the landlord a chance to inspect the repairs
- do the work properly and follow all legal codes

❖ If you repair something badly, the landlord can hold you responsible.

You can put your rent in Escrow. This is complicated. Read [RCW 59.18.115](#) at your local law library and try to get legal help.

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F. My landlord did not make needed repairs. Can I refuse to pay rent?

No! If you do not pay rent, even if your place needs repairs, the landlord may start an eviction case against you.

G. Illegal Actions by the Landlord

The law prohibits a landlord from taking certain actions against you:

1. Lockouts - [RCW 59.18.290](#)

Even if you are behind in rent, the landlord cannot:

- lock you out of the unit
- change locks
- add new locks
- keep you from entering the unit in any other way

Read [My Landlord Locked Me Out: What Can I Do?](#)

2. Utility Shut-offs - [RCW 59.18.300](#)

A landlord can only shut off utilities to make repairs. They cannot shut off your utilities

- because you owe rent
- to try to make you move out

It is also illegal for the landlord to purposely not pay the utility bills to get the service turned off. You can sue the landlord if they shut off your utilities. If you win, the judge can award you up to \$100 for each day that you had no utilities. Read [My Landlord Shut Off My Utilities!](#) to learn more

❖ If you live in a manufactured housing community and the landlord has not paid the water bill, read [My Landlord Has Not Paid Their Water Bill](#).

3. Taking Your Property

The landlord can only take your things if you abandon the unit. [RCW 59.18.310](#).

-
- ❖ It is illegal for a rental agreement to say the landlord can take your property.
-

If the landlord takes your things, first contact the landlord in writing. If you do not get your things back that way, get legal help.

You can also start a Small Claims case against the landlord for the return of your things. The judge can award you up to \$500 for each day the landlord kept the stuff, up to \$5,000. [RCW 59.18.230](#).

4. Renting Condemned Property

Landlords cannot rent property that is condemned or unlawful to occupy because of code violations. [RCW 59.18.085\(1\)](#). You might be able to sue the landlord if you find out they knew they rented you property with major code violations. [RCW 59.18.085\(2\)](#). Talk to a lawyer.

If the rental is condemned while you are living there, the landlord must give you 30 days' notice and also give you financial help to move. Read [Tenants' Rights: My Place has been Condemned](#) to learn more.

5. Retaliatory Actions against You - [RCW 59.18.240](#)

The landlord cannot retaliate against you for asserting your legal rights or making a complaint to a code enforcement agency.

There is a presumption that a landlord is retaliating if they do any of these:

- increase the rent
- reduce your services
- increase your obligations
- evict you within 90 days after you assert your rights, after you report the landlord to a government agency, or after an inspection or proceeding by a government agency due to your report. [RCW 59.18.250](#).

These cases can be tricky. If you think the landlord is retaliating against you illegally, try to get legal help.

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Examples of possible retaliation:

You reported a bedbug infestation to the city. The city notifies the landlord that they are inspecting the place. The landlord then tells you he is raising the rent.

You properly notify the landlord that you are deducting costs for repairs from your rent. The landlord gets this notice and then shuts off your water utility service.

If the landlord raises the rent or gives you an eviction notice within 90 days of a legal action you took against them, it may count as retaliation and be illegal. Try to get legal help if you think this is happening. You may be able to sue the landlord for retaliating against you for reporting them or for enforcing your rights as a tenant. Retaliation may also be a defense to an eviction lawsuit.

Part 4. Moving Out

A. Do I have to tell the landlord I am moving?

1. If you have a month-to-month agreement:

Yes. You must send the landlord a letter saying you are moving out. The landlord must get the letter at least 20 days before the end of the rental period. [RCW 59.18.200\(1\)\(a\)](#). The end of the rental period is the day before rent is due. The day you deliver the notice does not count in the 20 days.

Example: Your rent is due July 1. You want to move out in June. Get the letter to the landlord no later than June 9.

❖ **Victims of Assault or Domestic Violence:** If you are the victim of threatening behavior by another tenant or your landlord **or** you are a victim of domestic violence, you may be able to end your rental agreement faster. [RCW 59.18.352](#), [59.18.354](#), [59.18.575](#). Read [Landlord/Tenant Issues for Survivors of Domestic Violence, Sexual Assault, and/or Stalking](#) to learn more.

❖ **Service Members in the U.S. Armed Forces, Reserves or National Guard:** You can end a month-to-month tenancy or a lease with less than 20 days' notice if you get immediate assignment orders. [RCW 59.18.200](#).

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If you do not give proper notice, you must pay whichever comes first:

- Rent for the month after you move out

or

- Rent for 30 days from the day the landlord finds out you moved - [RCW 59.18.310\(1\)](#)

The landlord **must** try to re-rent the place as soon as they find out you moved. If they can rent it less than 30 days after you moved, you must pay only for the days it was empty. [RCW 59.18.310](#). After the next month, you do not have to pay anything.

2. If you have a lease:

If you move out at the end of a lease, you usually do not have to give the landlord any notice. Check your lease to make sure.

If you stay beyond the end of a lease and the landlord accepts rent for the next month, you become a “month-to-month” renter. All rules for month-to-month renters now apply to you.

If you leave before the end of your lease, you have to pay one of these (whichever is less):

- the rent for all the months left in the lease

or

- all rent owed before the landlord was able to re-rent the unit - [RCW 59.18.310\(2\)](#)

❖ Service Members in the U.S. Armed Forces, Reserves or National Guard:

If you have a lease, you must give the landlord 7 days’ notice of any permanent change of station or deployment order. [RCW 59.18.200](#).

B. Getting your Deposit Back

After you move out, the landlord has 21 days to return your deposit **or** give you a letter stating why they are keeping any of it. If you have a hard time getting it back, use [Letter to Landlord for Return of a Security Deposit – Do-it-Yourself Forms](#) or get [Getting Your Security Deposit Back](#). Both are at [WashingtonLawHelp.org](#).

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Part 5. Evictions

A landlord who wants you to move out must follow certain rules. This section explains

- why the landlord may try to evict you
- how the landlord must do it
- what to do if the landlord tries to evict you

Read [Eviction and Your Defense](#) to learn more.

❖ Always keep all notices and documents from the landlord.

A. Can a landlord ask me to move out for no reason?

Mostly, no. As of May 2021, a new state law says landlords must have a “good” or **legal** reason for not renewing a rental agreement, ending (terminating) a tenancy, or evicting a tenant. The new law lists what counts as a “good” reason to ask a tenant to leave the rental unit or to evict a tenant. Read *New Washington State Law: Landlord must give a “good” reason to end a tenancy or not renew a lease* ([short](#) or [long](#) version) to learn more.

If you live in federally-subsidized housing, you have other rights. Read [Public Housing Evictions](#) or [HUD Housing Evictions](#). You can also call CLEAR at 1-888-201-1014 (211 if you live in King County) or visit [WashingtonLawHelp.org](#).

B. When can a landlord make me move out?

1. For not paying rent.

If you are behind in rent, even by 1 day, your landlord may give you a 14-Day Notice to Pay or Vacate. However, under state law the landlord must offer you a reasonable repayment plan if the rent due was from March 1, 2020 to December 30, 2021.

If you do not accept a reasonable payment plan, the landlord can file an eviction lawsuit. If you have not been offered a repayment plan by your landlord, this may be a defense to eviction. Read [My Landlord Just Gave Me a 14-Day Notice to Pay Rent or Vacate](#) to learn more.

2. For missing a payment under your deposit installment plan.

You can ask for an installment plan to pay your move-in costs. **However, if you miss a payment under a written deposit installment plan, it is treated as if you didn't pay rent.** [RCW 59.18.283](#). Your landlord can serve you a 14-Day Notice to Pay or Vacate. If you pay what you owe under the payment plan within 14 days after getting the notice, your landlord must accept it and cannot evict you. If you do not pay the amount within 14 days and you do not move out, your landlord can start an eviction lawsuit against you.

3. For not following the rental agreement.

If you substantially break an important term of the rental agreement, the landlord can give you a **10-day notice**. [RCW 59.12.030\(4\)](#). **Example:** You keep a cat despite the rental agreement's "no pets" rule. The landlord could send you a notice that allows you to correct the issue (find a new home for the cat) or move out within 10 days.

❖ You can also get a 10-Day Notice if you substantially violate an important requirement of a subsidized housing program.

If you fix the problem within 10 days after you get the notice, the landlord must stop the eviction process. If you do not fix the problem within 10 days, and you do not move out, your landlord may start an eviction lawsuit against you. If you get 4 valid, properly served 10-Day Notices to Comply or Vacate within 1 year, the landlord can give you a **60-Day Notice to Terminate**.

4. Other kinds of activity.

You must not:

- use the property for drug-related activity
- engage in gang-related activity
- repeatedly or substantially interfere with the neighbors' or landlord's right to use and enjoy their own homes
- physically assault someone on the premises or use a firearm or other deadly weapon - [RCW 59.18.130\(8\)](#)

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If you do any of these, **the landlord may only have to give you a 3-Day Notice before starting an eviction lawsuit against you.** You may not get time to try to fix the problem. [RCW 59.18.180](#).

You also cannot:

- damage the value of the property
- interfere with other tenants' use of the property
- create or permit a nuisance or waste at the property

If you do any of these, the landlord may give you 3 days' notice to move. If you don't move out within 3 days after getting the notice, the landlord may file an eviction lawsuit against you.

5. Other good reasons the landlord can make you move

- **If you and the landlord share a dwelling unit, kitchen or bathroom,** the landlord must give you a 20-Day Notice.
- **If you sexually harass the landlord, landlord's employee, or another tenant, and that is a lease violation,** the landlord can give you a 20-day notice. A landlord may also give you this type of notice if the landlord believes you have harassed the landlord, an employee, or another tenant on the basis of race, gender or another protected status.
- **If the landlord finds out you lied** about or left out important information on the rental application, the landlord may give you a 30-Day Notice.
- **If you are living in the rental without being on the lease** and you have not submitted a rental application after the landlord asked you to do so, the landlord can give you a 30-Day Notice.
- **If your lease is expiring and you don't sign the new rental agreement the landlord offers you at least 30 days before the end of the lease term,** the landlord may terminate the tenancy and start an eviction lawsuit. The terms of the new rental agreement must be "reasonable." This reason doesn't apply to you if you already rent with a month-to-month agreement.
- **If you have to register as a sex offender, but do not disclose this** fact on your application or when it happens during the tenancy, the landlord may give you a 60-Day Notice.

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C. What if I am still living in the unit after the time on the notice is up?

The landlord can start an eviction court case against you. In Washington, we call the process an **Unlawful Detainer Action**. To start the process, the landlord must deliver to you a **Summons and Complaint for Unlawful Detainer**. [RCW 59.12.070](#); [RCW 59.18.070 \(2\)](#).

D. What if I get a Summons and Complaint for Unlawful Detainer notice?

The landlord is trying to evict you. **You must respond in writing by the deadline listed in the Summons, or you will lose the eviction court case automatically.**

1. Try to get legal help as soon as possible. Read [Eviction and Your Defense](#).
2. Next, write and deliver a **Notice of Appearance** or an **Answer**. If the case has been filed (has a case number), you must also file your Notice of Appearance or Answer with the court. You do not have much time. You must submit these documents quickly, even if you do not have legal help.

The Summons and Complaint will say the deadline for submitting your Notice of Appearance or Answer. You should get the Summons and Complaint at least at least 7 days before the deadline to submit your written Notice of Appearance or Answer.

E. What is a Notice of Appearance?

When you get a Summons and Complaint, you can respond with a **Notice of Appearance** so you do not lose the eviction lawsuit automatically. For example, the landlord says you owe rent, but you do not think you do. The Notice of Appearance lets the court know you want to argue your case at a hearing.

If you do not submit the Notice of Appearance, the landlord will probably win the case automatically. Then you will have to move out after the sheriff posts a notice on your door.

The Notice of Appearance form is simple. It is in [Eviction and Your Defense](#).

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F. What is an Answer?

If you get a Summons and Complaint notice, you can (but you do not have to) also submit a written **Answer**. An Answer is more detailed than a Notice of Appearance. In it, you explain your side of the story and your defenses. **But, try to talk to a lawyer first.**

G. How do I submit my Notice of Appearance (and/or Answer)?

Make at least 2 copies of each. Hand deliver one copy to the landlord or their lawyer. Ask the landlord's lawyer or secretary to stamp both the copy you are keeping and the copy you are giving them with the date and time. Keep your copy for proof you delivered it to them before the deadline listed on the Summons. If you cannot deliver your written response in person, you may have to mail or fax your response.

Next, if there is already a case number on the Summons and Complaint, you must file the forms at Superior Court. Take the originals to the Superior Court in the county listed on the Summons.

If there is no case number on the Summons and Complaint, keep your originals for now. Wait to receive the case number in the mail or by hand delivery. Then take the original "Notice of Appearance" (and "Answer", if you are filing one) you filled out to the Superior Courthouse in the county listed on the Summons.

H. What if I get a Notice with the Summons that says I have to pay rent into the court registry?

This notice is no longer valid as of May 2021. You can ignore it.

I. Do I have to go to court?

If you must go to court, you should get a notice called an **Order to Show Cause**. Go to the courthouse on the date listed to argue your case. Read [Eviction and Your Defense](#) and [Getting Ready for a Hearing or Trial](#).

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J. Do I get a lawyer for my eviction case?

Yes.

Renters with low incomes are entitled to a lawyer free of charge before a court may proceed with an eviction. Call our Eviction Defense Screening line at 1-855-657-8387 or apply online at nwjustice.org/apply-online if you think you may qualify.

The court should give you the chance to have a lawyer appointed to your eviction case. At your show cause hearing, ask the court to reschedule (continue) the hearing so you can get a lawyer appointed to your case. You should insist on this right even if the judge wants the case to proceed without you having a lawyer.

K. What is a “writ of restitution?”

If you lose the eviction court case, the sheriff may post a **Writ of Restitution** on your door or hand deliver it to you. The sheriff may come back (after at least 3 days) to physically evict you. **After the sheriff posts a notice on your door, try to get legal help as soon as possible. At this point, it is very hard to stop an eviction.** Read [Eviction and Your Defense](#) to learn more about your options if you lost an eviction case.

L. Can my landlord physically force me off the property?

No. Only the sheriff can do that. The landlord must go to court to have a judge sign off on an eviction and get the sheriff involved.

Part 6. Abandonment

A. Have I “abandoned” my place?

Washington law says you have abandoned the place you were renting **only** if both these are true:

- You owe rent

and

- You have told the landlord, by your actions or words, that you are moving out

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[RCW 59.18.310.](#)

If you have abandoned the unit, the landlord can enter it to remove your abandoned belongings. The landlord must:

- store your things in a reasonably safe place
- mail you a notice saying where they are storing everything and the date they will sell it

[RCW 59.18.310](#)

A landlord who does not have your new address should mail this notice to the rental address so the post office can forward it.

B. How long does the landlord have to wait before selling my things?

If your belongings are worth more than \$250, they must wait 30 days after mailing you a notice. They can then sell everything, including family pictures, keepsakes and personal papers.

If your things are worth \$250 or less, they must wait only 7 days after mailing you a notice. They can then sell everything **except** family pictures, keepsakes and personal papers.

[RCW 59.18.310.](#)

C. I abandoned the rental. What happens to my deposits?

The landlord must mail you the deposit **or** a letter saying why they are keeping it within 21 days of finding out you abandoned the property. [RCW 59.18.280.](#)



Tenants are Protected from Discrimination Based on Source of Income

❖ Read this *only* if you live in the state of Washington.

Should I read this?

Yes, if you are a tenant or looking to rent a place to live. It is illegal for landlords in Washington state to discriminate against tenants and would-be tenants based on your source of income.

What does “source of income” mean?

A landlord may not want to rent to you if your income is from public or charitable sources like:

- Federal, state, and local public benefits, such as Social Security, Veteran’s benefits, retirement, Temporary Assistance to Needy Families (TANF) or Aged, Blind and Disabled (ABD)
- Rent subsidies from federal, state, or local housing programs, such as the Section 8 voucher program, Share Aspire, or Housing and Essential Needs (HEN)
- Short-term rental assistance, for example from organizations like Catholic Community Services or Lutheran Community Services

I am looking for a place to rent. How does this law protect me?

A landlord cannot:

- Refuse to rent to you because of the source of your income.
- Cannot charge you more rent than someone who does not get benefits.
- Tell you the unit is not available when it is.
- Advertise a property for rent only for tenants with certain types of income.

I am already renting a place. I just started getting public benefits. Does the law protect me?

Yes. Your landlord cannot:

- End your lease or evict you just because you now get benefits.
- Treat you differently than any tenant who does not get benefits, just because you are now getting benefits.

Does the law apply to all landlords?

It applies to all landlords as defined by the state [Residential Landlord Tenant Act \(RLTA\)](#). It does not apply in situations such as:

- Farmworkers living in employer-provided housing
- People getting housing in exchange for work
- People living in hotels or motels
- People who own their mobile home, but rent the lot.

❖ If a tenant is renting both the mobile home and the lot, this law **does** apply. The landlord cannot discriminate based on their source of income.

See [RCW 59.18.040](#) for the full list of who is not covered by the source of income law. And the source of income law itself is here: [RCW 59.18.255](#)

Can a landlord still turn down my application for other reasons?

Yes. The landlord can refuse to rent to you if all of these are true:

- The property must pass inspection for you to keep your rental assistance.
- It will cost more than \$1,500 to make sure the property will pass that inspection.
- The landlord cannot get the money to make the improvements.

❖ [Tenant Screening: Your Rights](#) has more about your rights when applying for a rental.

I have a section 8 voucher and am applying for an apartment. The landlord requires me to have income 2 or 3 times more than the rent amount. Does the landlord count just my portion of the rent?

Yes. A landlord who uses the amount of your household income to decide whether to rent to you can include only the portion of rent you are responsible for in determining if your income is enough.

❖ **Example:** Maria applies for a unit renting for \$1,000/month. Maria's Section 8 Voucher will cover \$600 of the rent. The landlord requires all tenants to have a monthly income that is twice the rent amount. Before, Maria's income would have to be \$2,000 to qualify for the apartment. Under this law, the landlord must subtract the voucher amount (\$600) from the total rent (\$1,000) before calculating if Maria's income is enough. In this case, Maria's portion of the rent is \$400. So 2x Maria's portion of rent = \$800. Maria's monthly income only needs to be \$800 to qualify.

I think the landlord denied my rental application because of my income. What can I do?

You can take the landlord to court. If the judge agrees that the landlord illegally discriminated against you because of your source of income, you could win up to 4.5x (four and one-half times) the amount of the monthly rent, plus costs and attorney's fees.

Can I get legal help?

- **Facing Eviction?** Call 1-855-657-8387
- **Facing Foreclosure?** Call 1-800-606-4819
- **Facing a legal issue in King County (other than Eviction or Foreclosure)?** Call **2-1-1** (or toll-free 1-877-211-9274) weekdays 8:00 am - 6:00 pm. They will refer you to a legal aid provider.
- **Facing a legal issue outside of King County (other than Eviction or Foreclosure)?** Call the [CLEAR Hotline](https://www.clearproject.org/hotline) at 1-888-201-1014 weekdays between 9:15 am - 12:15 pm.
- **Seniors (age 60 and over) with a legal issue outside of King County** can also call CLEAR*Sr at 1-888-387-7111
- **Deaf, hard of hearing or speech impaired** callers can call any of these numbers using the relay service of your choice.

CLEAR and 2-1-1 will provide interpreters

This publication provides general information concerning your rights and responsibilities. It is not intended as a substitute for specific legal advice.

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November 2004

Things You Should Know

Don't risk your chances for Federally assisted housing by providing false, incomplete, or inaccurate information on your application forms.

Purpose	This is to inform you that there is certain information you must provide when applying for assisted housing. There are penalties that apply if you knowingly omit information or give false information.
Penalties for Committing Fraud	<p>The United States Department of Housing and Urban Development (HUD) places a high priority on preventing fraud. If your application or recertification forms contain false or incomplete information, you may be:</p> <ul style="list-style-type: none">▫ Evicted from your apartment or house:▫ Required to repay all overpaid rental assistance you received:▫ Fined up to \$ 10,000:▫ Imprisoned for up to 5 years; and/or▫ Prohibited from receiving future assistance. <p>Your State and local governments may have other laws and penalties as well.</p>
Asking Questions	When you meet with the person who is to fill out your application, you should know what is expected of you. If you do not understand something, ask for clarification. That person can answer your question or find out what the answer is.
Completing The Application	When you answer application questions, you must include the following information:
Income	<ul style="list-style-type: none">▫ All sources of money you or any member of your household receive (wages, welfare payments, alimony, social security, pension, etc.):▫ Any money you receive on behalf of your children (child support, social security for children, etc.);▫ Income from assets (interest from a savings account, credit union, or certificate of deposit; dividends from stock, etc.);▫ Earnings from second job or part time job;▫ Any anticipated income (such as a bonus or pay raise you expect to receive)
Assets	<ul style="list-style-type: none">▫ All bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc.. that are owned by you and any adult member of your family's household who will be living with you.

- Any business or asset you sold in the last 2 years for less than its full value, such as your home to your children.
- The names of all of the people (adults and children) who will actually be living with you, whether or not they are related to you.

Signing the Application

- Do not sign any form unless you have read it, understand it, and are sure everything is complete and accurate.
- When you sign the application and certification forms, you are claiming that they are complete to the best of your knowledge and belief. You are committing fraud if you sign a form knowing that it contains false or misleading information.
- Information you give on your application will be verified by your housing agency. In addition, HUD may do computer matches of the income you report with various Federal, State, or private agencies to verify that it is correct.

Recertifications

You must provide updated information at least once a year. Some programs require that you report any changes in income or family/household composition immediately. Be sure to ask when you must recertify. You must report on recertification forms:

- All income changes, such as increases of pay and/or benefits, change or loss of job and/or benefits, etc., for all household members.
- Any move in or out of a household member; and,
- All assets that you or your household members own and any assets that was sold in the last 2 years for less than its full value.

Beware of Fraud

You should be aware of the following fraud schemes:

- Do not pay any money to file an application;
- Do not pay any money to move up on the waiting list;
- Do not pay for anything not covered by your lease;
- Get a receipt for any money you pay; and,
- Get a written explanation if you are required to pay for anything other than rent (such as maintenance charges).

Reporting Abuse

If you are aware of anyone who has falsified an application, or if anyone tries to persuade you to make false statements, report them to the manager of your complex or your PHA. If that is not possible, then call the local HUD office or the HUD Office of Inspector General (OIG) Hotline at (800) 347-3735. You can also write to: HUD-OIG HOTLINE, (GFI) 451 Seventh Street, S.W., Washington, DC. 20410.





APPLYING FOR HUD HOUSING ASSISTANCE?

**THINK ABOUT THIS...
IS FRAUD WORTH IT?**

Do You Realize...

If you commit fraud to obtain assisted housing from HUD, you could be:

- **Evicted** from your apartment or house.
- **Required to repay** all overpaid rental assistance you received.
- **Fined** up to \$10,000.
- **Imprisoned** for up to five years.
- **Prohibited** from receiving future assistance.
- **Subject** to State and local government penalties.

Do You Know...

You are committing fraud if you sign a form knowing that you provided false or misleading information.

The information you provide on housing assistance application and recertification forms will be checked. The local housing agency, HUD, or the Office of Inspector General will check the income and asset information you provide with other Federal, State, or local governments and with private agencies. Certifying false information is fraud.

So Be Careful!

When you fill out your application and yearly recertification for assisted housing from HUD make sure your answers to the questions are accurate and honest. You must include:

All sources of income and changes in income you or any members of your household receive, such as wages, welfare payments, social security and veterans' benefits, pensions, retirement, etc.

Any money you receive on behalf of your children, such as child support, AFDC payments, social security for children, etc.

Any increase in income, such as wages from a new job or an expected pay raise or bonus.

All assets, such as bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you or any member of your household.

All income from assets, such as interest from savings and checking accounts, stock dividends, etc.

Any business or asset (your home) that you sold in the last two years at less than full value.

The names of everyone, adults or children, relatives and non-relatives, who are living with you and make up your household.

(Important Notice for Hurricane Katrina and Hurricane Rita Evacuees: HUD's reporting requirements may be temporarily waived or suspended because of your circumstances. Contact the local housing agency before you complete the housing assistance application.)

Ask Questions

If you don't understand something on the application or recertification forms, always ask questions. It's better to be safe than sorry.

Watch Out for Housing Assistance Scams!

- Don't pay money to have someone fill out housing assistance application and recertification forms for you.
- Don't pay money to move up on a waiting list.
- Don't pay for anything that is not covered by your lease.
- Get a receipt for any money you pay.
- Get a written explanation if you are required to pay for anything other than rent (maintenance or utility charges).

Report Fraud

If you know of anyone who provided false information on a HUD housing assistance application or recertification or if anyone tells you to provide false information, report that person to the HUD Office of Inspector General Hotline. You can call the Hotline toll-free Monday through Friday, from 10:00 a.m. to 4:30 p.m., Eastern Time, at 1-800-347-3735. You can fax information to (202) 708-4829 or e-mail it to Hotline@hudoig.gov. You can write the Hotline at:



HUD OIG Hotline, GFI
451 7th Street, SW
Washington, DC 20410

December 2005



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



What You Should Know About EIV

A Guide for Applicants & Tenants of Public Housing & Section 8 Programs

What is EIV?

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

What information is in EIV and where does it come from?

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

What is the EIV information used for?

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
2. Verify your reported income sources and amounts.
3. Confirm your participation in only one HUD rental assistance program.
4. Confirm if you owe an outstanding debt to any PHA.
5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
6. Follow up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address.

Remember, you may receive rental assistance at only one home!

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

Is my consent required in order for information to be obtained about me?

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

Note: If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.

What are my responsibilities?

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.

Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home prior to them moving in.

What are the penalties for providing false information?

Knowingly providing false, inaccurate, or incomplete information is **FRAUD** and a **CRIME**.

If you commit fraud, you and your family may be subject to any of the following penalties:

1. Eviction
2. Termination of assistance
3. Repayment of rent that you should have paid had you reported your income correctly
4. Prohibited from receiving future rental assistance for a period of up to 10 years
5. Prosecution by the local, state, or Federal prosecutor, which may result in you being fined up to \$10,000 and/or serving time in jail.

Protect yourself by following HUD reporting requirements. When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

If you have any questions on whether money received should be counted as income or how your rent is determined, ask your PHA. When changes occur in your household income, contact your PHA immediately to determine if this will affect your rental assistance.

What do I do if the EIV information is incorrect?

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know.

If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

Debts owed to PHAs and termination information reported in EIV originates from the PHA who provided you assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

Employment and wage information reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute and request correction of the disputed employment and/or wage information. Provide your PHA with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information, you should contact the SWA for assistance.

Unemployment benefit information reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute and request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

Death, SS and SSI benefit information reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772-1213, or visit their website at: www.socialsecurity.gov. You may need to visit your local SSA office to have disputed death information corrected.

Additional Verification. The PHA, with your consent, may submit a third party verification form to the provider (or reporter) of your income for completion and submission to the PHA.

You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

Identity Theft. Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <http://www.ftc.gov>). Provide your PHA with a copy of your identity theft complaint.

Where can I obtain more information on EIV and the income verification process?

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/offices/pih/programs/pih/thiip/uiv.cfm>.

The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs:

1. Public Housing (24 CFR 960); and
2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
3. Section 8 Moderate Rehabilitation (24 CFR 882); and
4. Project-Based Voucher (24 CFR 983)

BREMERTON HOUSING AUTHORITY

Notice of Occupancy Rights under the Violence Against Women Act²

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.³ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the Housing Choice Voucher (HCV) program is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under the Housing Choice Voucher (HCV) program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

¹ The notice uses BREMERTON HOUSING AUTHORITY for housing provider but the housing provider should insert its name where BREMERTON HOUSING AUTHORITY is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

² Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

³ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

If you are receiving assistance under the Housing Choice Voucher (HCV) program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the Housing Choice Voucher (HCV) program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

BREMERTON HOUSING AUTHORITY may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If BREMERTON HOUSING AUTHORITY chooses to remove the abuser or perpetrator, BREMERTON HOUSING AUTHORITY may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, BREMERTON HOUSING AUTHORITY must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility

under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, BREMERTON HOUSING AUTHORITY must follow Federal, State, and local eviction procedures. In order to divide a lease, BREMERTON HOUSING AUTHORITY may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, BREMERTON HOUSING AUTHORITY may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, BREMERTON HOUSING AUTHORITY may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from**

further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

BREMERTON HOUSING AUTHORITY will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

BREMERTON HOUSING AUTHORITY's emergency transfer plan provides further information on emergency transfers, and BREMERTON HOUSING AUTHORITY must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

BREMERTON HOUSING AUTHORITY can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from BREMERTON HOUSING

AUTHORITY must be in writing, and BREMERTON HOUSING AUTHORITY must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. BREMERTON HOUSING AUTHORITY may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to BREMERTON HOUSING AUTHORITY as documentation. It is your choice which of the following to submit if BREMERTON HOUSING AUTHORITY asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by BREMERTON HOUSING AUTHORITY with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of

abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that BREMERTON HOUSING AUTHORITY has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, BREMERTON HOUSING AUTHORITY does not have to provide you with the protections contained in this notice.

If BREMERTON HOUSING AUTHORITY receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), BREMERTON HOUSING AUTHORITY has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, BREMERTON HOUSING AUTHORITY does not have to provide you with the protections contained in this notice.

Confidentiality

BREMERTON HOUSING AUTHORITY must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

BREMERTON HOUSING AUTHORITY must not allow any individual administering assistance or other services on behalf of BREMERTON HOUSING AUTHORITY (for example, employees and contractors) to have access to confidential information unless for

reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

BREMERTON HOUSING AUTHORITY must not enter your information into any shared database or disclose your information to any other entity or individual. BREMERTON HOUSING AUTHORITY, however, may disclose the information provided if:

- You give written permission to BREMERTON HOUSING AUTHORITY to release the information on a time limited basis.
- BREMERTON HOUSING AUTHORITY needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires BREMERTON HOUSING AUTHORITY or your landlord to release the information.

VAWA does not limit BREMERTON HOUSING AUTHORITY's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, BREMERTON HOUSING AUTHORITY cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if BREMERTON HOUSING AUTHORITY can demonstrate that not

evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If BREMERTON HOUSING AUTHORITY can demonstrate the above, BREMERTON HOUSING AUTHORITY should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the Department of Housing & Urban Development's Seattle Regional Office at (206) 220-5101.

For Additional Information

You may view a copy of HUD's final VAWA rule at

<https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>. Additionally,

BREMERTON HOUSING AUTHORITY must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact WA State Domestic Violence Hotline at (800) 562-6025.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

You may also contact the YWCA of Kitsap County at (360) 479-0522.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact the Rape, Abuse and Incest National Network at (800) 656-HOPE

Victims of stalking seeking help may contact the National Center for Victims of Crime's Stalking Resource Center at (202) 467-5382.

Attachment: Certification form HUD-5382

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

TENANCY ADDENDUM
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program
(To be attached to Tenant Lease)

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

OMB Approval No. 2577-0169
exp. 7/31/2022

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

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

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

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7. Maintenance, Utilities, and Other Services

a. Maintenance

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

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

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

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

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

d. Other good cause for termination of tenancy

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

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

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

(3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

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d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant’s Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may “bifurcate” the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

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If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
 - (2) Establish eligibility under another covered housing program; or
 - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
 - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.
- n. **Confidentiality.**
- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
 - (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
 - (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

The owner may only evict the tenant by a court action.

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

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

20. Definitions

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

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

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

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

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.



FOOD BANKS

ALL Food Banks require photo ID & something with your current mailing address

Bremerton Food Line: 1600 12th St./B/M-Th 10-1:30 p 479-6188
St. Vincent de Paul: 1137 Callow Ave. N/B/T-Th-F-S: 10:30 – 2:30p 479-7017 (B dist-low barrier/Serving All)
Olympic College Food Bank for Students Only: 475-6817
CK Food Bank: 3537 NW Anderson Hill Rd/S/M-F 10-1:30 p/692-9818
Fishline: 19705 NW Viking Way P/M,T, Th & F: 11a-4p, W: 1p-6p, Comprehensive Service Center: M-F/9a-5p. 779-5190 (serving Poulsbo, Suquamish & Keyport)
BI Helpline House: 282 Knetchel Way NE M-T-Th-F 12-4:00 PM 206-842-7621
Sharenet FB: 26061 United Rd. NE "A" / K/T & F 10am-2pm /297-2266
Kingston Food Bank: 26096 W. 1st St. NE/K/ 297-4861
SK: Helpline: 1012 Mitchell Ave./PO/M-T-Th-F 12-5PM (SK school dist.) 876-4089
SK: Life Care Community: 3901 Mullenix SE Road/PO/Sat-9-1p-876-9244
If it is an Emergency? Call 911

PROTECTIVE SERVICES

YWCA Domestic Violence ALIVE Shelter: 1-800-500-5513 – 24/7 Crisis Line: 479-1980, Emergency Text: 360-277-7607, Shelter number: 360-479-5118
Kitsap Sexual Assault Center 24/hr crisis line/ (360) 479-8500
Protective Services: Reporting abuse child/vulnerable adult: 866-363-4276
Scarlet Road: Outreach Hotline: 360-362-5143.
The Coffee Oasis-Crisis Text line: TEXT-HELP to 360-377-5560



KITSAP FREE MEAL LIST:

The free meals are now listed on a separate hand out.

For a copy, email your request to the name below. Please notify sherylpiercy.khnc@gmail.com of any updates.

DO YOU NEED FOOD STAMPS? CASH ASST? ID CARD VOUCHER? All Services is online. Call: 877-501-2233.

SALISH REGIONAL CRISIS

HOTLINE: Call: 888-910-0416 or www.imhurting.org

KITSAP TRANSIT: 360-373-2877 or 1-800- 501-7433.

6/1/21: DOWNTOWN B. LOBBY HRS. Mon-Fri 6AM-7PM & Sat. 8AM-4PM.

LEGEND: B = Bremerton; EB = E. Bremerton; BI = Bainbridge Island
K = Kingston; P = Poulsbo; PO = Port Orchard; S = Silverdale
p = p.m. a = a.m. **AREA CODE (360) UNLESS OTHERWISE NOTED**

KITSAP COMMUNITY HOMELESS & LOW-INCOME SPRING-2022

Next Issue ~ Late Summer-Autumn 2022 *Thereabouts*

RESOURCE GUIDE

EVICTIION? NEED FREE LEGAL ADVICE?

KITSAP LEGAL: 360-479-6125

kitsaplegalservices.org & GetHelp@KitsapLegalServices.org.

NO HOME? WANT TO KNOW WHAT TO DO NEXT?

Call 2-1-1 ~ M-F, 9am-4pm or the

HOUSING SOLUTIONS CTR: 1201 Park Ave. B. 473-2035
2022 RENTAL & MORTGAGE ASSISTANCE ~ UTILITIES

HSC coordinates placement for Homeless Shelters & Provides Rental Assistance as available. Other HSC Locations: Poulsbo & Bainbridge Is: (360) 801-2564 Pt. Orchard: 473-2146.

HOMELESS SUPPORT SERVICES

THE SALVATION ARMY: 832 6th St., B/8a – 4p/ 373-5550, Call or visit for details. Emergency Shelter & Meals Served 24/7/365 - 8AM Breakfast, 12PM Lunch & 5PM Dinner (No Mon Dinner) Showers M-F 9AM to 3PM. Laundry Services (for Homeless) 9AM-2:30PM M-W-F.

THE COFFEE OASIS-YOUTH SHELTER: 822 Burwell. B. Upstairs around the back. Ages 16-20. All Genders. Accepted 24/7 by calling the Shelter at 479.5123. Rental Assistance Youth 18-24 yrs. Crisis Textline: Ages 13-25. Text HELP: 377-5560.

NW HOSPITALITY: Support Services for Homeless folks.

Leading the Homeless Count 2022 — **NEW#: 888-222-5240.**

Anton Preisinger: anton@nwhospitality.org

Resource Page: grco.de/KitsapResources

ST. VINCENT de PAUL: 1137 Callow Ave. B. 24-hr Food Bags, bus tokens & homeless support services. 479-7017.

G2: Gather Together Grow Together (G2): 419 Park Ave, B.

Support services for those in need including transportation, Thursday night meal delivery & job readiness. 360-373-3000

TAKING IT TO THE STREETS MINISTRY: Cornerstone Christian Fellowship 901 Wycoff Ave N. Bremerton. Pastor Art 689-3219 & Kelly 801-3569. Resources & supplies as available.

Experiencing Homelessness? BE COUNTED!

Homeless Counts will be held in February 2022

GENERAL ASSISTANCE

NK ONLY: St. Vincent de Paul: help with utilities, rent, emergencies. T and Th, 10:00-Noon. 18943 Caldart Ave. NE/P/247 helpline 360-779-9980
Fishline 19705 NW Viking Way P/ 779-5190 rent, utilities, & prescription asst. NKOnly. All Hotels vouchers through HSC. 473-2035.

Sharenet: 26061 United Rd. NE. "A" /Service area only, utility shutoff and eviction prevention. K/T & F 10-2:00 p/297-2266

BI Helpline House/282 Knetchtle/BI/M-F, 9-5 p-Closed Wed. (206) 842-7621

SK: Helpline: 1012 Mitchell Ave./PO/M thru F 12-5 PM (SK school dist.)876-4089

St. Vincent de Paul:1137 Callow Ave. (Utilities & Rental Assistance) T-Th-F-S: 10:30 – 2:30p 479-7017 (B dist) (PSE & City of Bremerton Water Assistance)

CLOTHING & OTHER GOODS

The Salvation Army Clothing Bank. (See front page for further details)

Abraham's House/335 N. Wycoff /B/ 405-0488

The Coffee OASIS (Youth Only~13-25) /822 Burwell/B/ 377-5560

St. Vincent de Paul. 1117 Callow/B/ 479-7017; M-F. PO 876-6933;

Sharenet Thrift Store/26061 United Rd. NE "A"/K/10a to 4p T thru Sat. 297-2266 ext. 5

Silverdale United Methodist Church: 9982 Silverdale Way NW. 692-9813

KFCA:Clothing Bank-1410 Ohio St, B, Tu Th, 10-2pm; 3rd Sat of month,10-2pm.

Kid's Kioset: Child/Maternity. 5000 Bethel Rd. PO. Open every Thurs. 12-3PM

SHOWERS, HAIRCUTS & LAUNDRY

TSA Information Listed on Front Cover.

The Coffee OASIS: Youth Only~13-25 M-F, 2-5:00 p/over 25, by appt. only, M, 2-5:00 p/822 Burwell/B/(360) 377-5560

NK Fishline: 19705 NW Viking Ave. Poulsbo, WA 98370 P. 779-5190

The Lord's Neighborhood Diner. 700 Callahan/B. Sat. 2:30 to 4:30.

SENIORS

Meals on Wheels-Kitsap 1-888-877-8511 or 360-377-8511

Senior Information & Assistance 1-800-562-6418 or 337-5700

Catholic Volunteer Services – Transportation for Seniors / People with Disabilities 844-851-9380

NEEDLE EXCHANGE

People's Harm Reduction– Mobile Needle Exchange. 253-470-6534. Tues—11-5 NK & Bremerton. Thurs. 11-5 SK & Bremerton. Sat 11-3 Bremerton. Patient Advocacy. Clean Injection Supplies/Condoms/Overdose Kits/Training & Pregnancy Tests.

PHYSICAL & BEHAVIORAL HEALTH RESOURCES

West Sound Free Clinic~YWCA & KIAC. 905 Pacific Ave, Bremerton, 4th Tues. 1-4pm. (Spanish interpreter)

Peninsula Community Health Services – Medical, Dental, Substance Abuse, Behavioral Health and Pharmacy Services. Main Line: 377-3776. Bremerton @ 616 6th St., 5455 Al-mira Dr. & 2508 Wheaton Way. PO @ 320 S.Kitsap Blvd & 1950 Pottery Ave. #170. Poulsbo @ 19917 7th Ave. #205. Kingston; 25989 Barber Cut Off Rd.

PCHS DENTAL SERVICES: 19705 Viking Ave NW #201~Poulsbo.

Kitsap Public Health Dist./345 6th St. Ste. 300/B/ 728-2235

Kitsap Mental Health Services/5455 Almira Dr. NE/B/ 373-5031

Harrison Medical Center/2520 Cherry Ave./B/ 377-3911 and 1800 Myhre Rd./S/ 337-8800 and URGENT CARE, 450 South Kitsap Blvd./PO/ 744-6275 BI 8804 Madison Ave N 206-855-7550

Eagle's Wing Counseling Center 700 Callahan Dr, B 377-0106

Scarlet Road-Comprehensive support services for survivors of sexual exploitation & sex trafficking. Office:850-9718 HOTLINE:362-5143

Lindquist Dental Clinic for Children-3102 Wheaton Way B. 360-377-0559

DVR (Vocational Rehabilitations) 3888 NW Randall Way #201. Silverdale. 698-4360.

(Continued) PHYSICAL & BEHAVIORAL HEALTH RESOURCES

KITSAP RECOVERY—Inpatient & Withdrawal Mngt. 661 Taylor St. PO. 337-4625. Drug Court & Outpatient Services—1026 Sidney Ave. PO. 337-5724.

Kitsap Sexual Assault Center—600 Kitsap Street #103. PO. 876-3282. (24-hour support lines) 479-8500 & 866-831-2050. Advocacy & Therapy. Services provided-no cost.

FINANCIAL/EMPLOYMENT & LEGAL

The Coffee OASIS: (Youth Only~13-25) 822 Burwell Ave. B. 377-5560

DSHS 4710 Auto Center Blvd./B/1-877-501-2233—RE: **CARES of Wa. Program**

SPIPA Tribal TANF: & Healthy Families Program 2525 6th St. Suite B. 377-6113

KCR-WIA: 845 8th St. B/478-2301 & 3200 SE Rainshadow Ct. PT/473-2144.

Goodwill Career Resource Centers: 10001 Mickelberry Rd. NW/S/ 698-6776 &

4209 Wheaton Way/E. Bremerton 373-3692.

American Financial Solutions/263 4th St./B/ 377-9000

or 888-864-8699 (non-profit credit/pre-bankruptcy/foreclosure prevention counseling)

WA ST Unemployment Benefits (800) 318-6022

WorkSource Kitsap Co. 3120 NW Randall Way, Silverdale/ 516-1001

Sound Works Job Center—779-1160.

CLEAR Legal Services-NW Justice Project –888-201-1014-Seniors 888-387-7111

Kitsap Legal Services: providing FREE legal services to low-income residents of Kitsap County. Call or email for information Monday – Friday, 9:00 am – 4:00 pm. 360-479-6125. GetHelp@KitsapLegalServices.org

YWCA Legal Advocacy Services—360-479-0491 or 360-479-0522

(For benefit and homeless info)

VETERAN'S ASSISTANCE

Kitsap County Veterans Assistance Program: 360-337-4811

<https://www.kitsapgov.com/hs/Pages/VAB-LANDING.aspx>,

VHOG-Veteran Housing Options Group. KCR-1201 Park Ave. Bremerton.

EVERY Monday at 1:00 PM.

Housing Solutions Center—360-473-2035 (See front page for details)

Retail Veteran's Home/Transitional Housing for Homeless Vets & Service Center/1141

Beach Dr., Bldg. 9/Retail (PO) - 895-4394

VFW/3100 Mile Hill Dr./PO/T, 12-30-4:00 p-876-2669

DAV/2315 Burwell /B/M-W 9-2:00 p373-2397

AM Legion 245 Poulsbo/19068 Jensen Way 3A/ Vet Office: Th 10a-3p ~ 779-5456

BI Helpline House/282 Knetchtle/BI/M-F, 9-5:00 p (206) 842-7621

KCR: Vet Assistance Program 1201 Park Ave—377-0053

Suquamish Tribe Vets Office/18490 Suquamish Way/T & W, 10:00-2:00 p 394-8515

Wounded Warrior Project—2223 Alaskan Way, Ste 220, Seattle, or call 206-441-7096

YOUTH SERVICES

The Coffee Oasis (Youth Only~13-25) /See CO Free Meal Sites for all locations/ 373-0461/drop-in center/case mgt./shower/laundry/counseling/food/job training & internships.

StandUp For Kids/ 286-1502/ food & assistance

West Sound Youth for Christ- 779-9929

WIC (Women/Infant/Children Supplemental Food Program)~ KCR/Bremerton: 360-373-6221 / KCR PO: 473-2144 / KCR CK-NK 692-6530 ~ Suquamish: 394-8473 ~

Pt Gamble: 297-9662.

KPHD Home Nurse: (360) 728-2235 (Main line-Nurse family partnership) (360) 633-

6132 Text Line: (Direct line, call or text in English & Spanish 360) 536-7884.

Headstart & Early Headstart (Ages 0-5) KCR/Info Line: 473-2075

Early Childhood/Family Services OESD #114 (0-5 kids & preg. women 478-6889.

PCAP: Parent/Child Assist. Program—4843 Auto Center Way—B. 377-0370

Kitsap County 2024 Payment Standards

Kitsap County Payment Standards by Unit/bedrooms Effective 01/01/2024 for Annuals, Lease ups						
0 bdrm	1 bdrm	2 bdrm	3 bdrm	4 bdrm	5 bdrm	6 bdrm
\$1500	\$1715	\$2244	\$3016	\$3629	\$4172	\$4717

Mason County 2024 Payment Standards

Mason County Payment Standards by Unit/bedrooms Effective 01/01/2024 for Annuals, Lease ups						
0 bdrm	1 bdrm	2 bdrm	3 bdrm	4 bdrm	5 bdrm	6 bdrm
\$1109	\$1331	\$1637	\$2308	\$2416	\$2778	\$3142

Utility Allowance Schedule

Tenant-furnished utilities and
appliances

U.S Department of Housing**and Urban Development**

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

Locality/PHA

Unit Type **Duplex or Two Family**

Date (mm/dd/yyyy)

Bremerton & Kitsap County

Row House or Town House

10/01/2023

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating-Natural Gas	34	40	46	50	56	63	0	0	0
Heating-Electric	25	30	38	47	56	64	0	0	0
Heating-Fuel Oil	107	125	143	161	178	196	0	0	0
Heating-Propane	132	153	174	196	217	242	0	0	0
Heating-Wood	18	21	27	33	39	45	0	0	0
Heating-Electric Heat Pump	19	22	26	29	33	36	0	0	0
Cooking-Natural Gas	4	4	6	7	10	11	0	0	0
Cooking-Electric	5	6	8	11	13	16	0	0	0
Cooking-Propane	13	13	21	30	38	43	0	0	0
Other-Electric (lights)	23	27	38	48	59	69	0	0	0
Water Heating-Natural Gas	10	12	17	22	28	32	0	0	0
Water Heating-Electric	15	18	23	28	33	38	0	0	0
Water Heating-Fuel Oil	31	36	54	71	85	103	0	0	0
Water Heating-Propane	38	47	64	85	106	123	0	0	0
Water-In-City of Bremerton	29	30	36	41	47	52	0	0	0
Water-Out-City of Bremerton	44	45	53	61	70	78	0	0	0
Water-In-City of Poulsbo	32	32	37	43	49	55	0	0	0
Water-Out-City of Poulsbo	48	48	56	64	72	80	0	0	0
Water-Kitsap PUD	46	46	49	54	58	64	0	0	0
Water-North Perry Avenue	90	91	102	113	124	134	0	0	0
Water-West Sound Utility	39	40	47	54	61	68	0	0	0
Water-Aquarius	61	62	75	88	101	117	0	0	0
Water-City of Bainbridge Island	20	20	25	29	33	39	0	0	0
Water-Port Orchard	86	86	87	92	98	104	0	0	0
Sewer-In-City of Bremerton	58	59	70	80	91	102	0	0	0
Sewer-Out-City of Bremerton	86	88	104	120	137	153	0	0	0
Sewer-In-City of Poulsbo	94	96	113	130	147	164	0	0	0
Sewer-Port Orchard	85	85	85	85	85	85	0	0	0
Sewer-Out-City of Poulsbo	108	110	136	161	187	213	0	0	0
Sewer-Kitsap County	76	76	76	76	76	76	0	0	0
Sewer-City of Bainbridge Island	82	84	99	115	130	146	0	0	0
Sewer-West Sound Utility	67	67	67	67	67	67	0	0	0
Trash Collection	30	30	30	30	30	30	0	0	0
Refrigerator	12	12	12	12	12	12	0	0	0
Range	11	11	11	11	11	11	0	0	0
Electric Monthly Service Fee	8	8	8	8	8	8	0	0	0
Gas Monthly Service Fee	5	5	5	5	5	5	0	0	0

* Calculation based on lower of Unit Size and
Voucher Size

Utility Allowance Schedule

Tenant-furnished utilities and
appliances

U.S Department of Housing**and Urban Development**

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

Locality/PHA

Unit Type

Low Rise: 3, 4 Stories, Inlc Garden Apt

Date (mm/dd/yyyy)

Bremerton & Kitsap County

High Rise: 5 or more stories

10/01/2023

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating-Natural Gas	26	30	35	40	44	49	0	0	0
Heating-Electric	18	21	28	35	42	49	0	0	0
Heating-Fuel Oil	85	98	112	129	143	156	0	0	0
Heating-Propane	102	115	136	153	170	191	0	0	0
Heating-Wood	12	15	19	24	29	34	0	0	0
Heating-Electric Heat Pump	15	18	22	24	27	30	0	0	0
Cooking-Natural Gas	4	4	6	7	10	11	0	0	0
Cooking-Electric	5	6	8	11	13	16	0	0	0
Cooking-Propane	13	13	21	30	38	43	0	0	0
Other-Electric (lights)	18	21	30	38	46	55	0	0	0
Water Heating-Natural Gas	8	10	13	18	22	26	0	0	0
Water Heating-Electric	12	14	18	22	26	30	0	0	0
Water Heating-Fuel Oil	27	31	45	58	71	80	0	0	0
Water Heating-Propane	34	38	51	68	85	102	0	0	0
Water-In-City of Bremerton	29	30	36	41	47	52	0	0	0
Water-Out-City of Bremerton	44	45	53	61	70	78	0	0	0
Water-In-City of Poulsbo	32	32	37	43	49	55	0	0	0
Water-Out-City of Poulsbo	48	48	56	64	72	80	0	0	0
Water-Kitsap PUD	46	46	49	54	58	64	0	0	0
Water-North Perry Avenue	90	91	102	113	124	134	0	0	0
Water-West Sound Utility	39	40	47	54	61	68	0	0	0
Water-Aquarius	61	62	75	88	101	117	0	0	0
Water-City of Bainbridge Island	20	20	25	29	33	39	0	0	0
Water-Port Orchard	86	86	87	92	98	104	0	0	0
Sewer-In-City of Bremerton	58	59	70	80	91	102	0	0	0
Sewer-Out-City of Bremerton	86	88	104	120	137	153	0	0	0
Sewer-In-City of Poulsbo	94	96	113	130	147	164	0	0	0
Sewer-Port Orchard	85	85	85	85	85	85	0	0	0
Sewer-Out-City of Poulsbo	108	110	136	161	187	213	0	0	0
Sewer-Kitsap County	76	76	76	76	76	76	0	0	0
Sewer-City of Bainbridge Island	82	84	99	115	130	146	0	0	0
Sewer-West Sound Utility	67	67	67	67	67	67	0	0	0
Trash Collection	30	30	30	30	30	30	0	0	0
Refrigerator	12	12	12	12	12	12	0	0	0
Range	11	11	11	11	11	11	0	0	0
Electric Monthly Service Fee	8	8	8	8	8	8	0	0	0
Gas Monthly Service Fee	5	5	5	5	5	5	0	0	0

* Calculation based on lower of Unit Size and
Voucher Size

Utility Allowance Schedule

Tenant-furnished utilities and
appliances

**U.S Department of Housing
and Urban Development**

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

Locality/PHA

Unit Type

Date (mm/dd/yyyy)

Bremerton & Kitsap County

Single Family Detached

10/01/2023

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating-Natural Gas	37	43	50	58	64	71	0	0	0
Heating-Electric	40	48	55	63	71	80	0	0	0
Heating-Fuel Oil	120	138	161	183	205	227	0	0	0
Heating-Propane	145	166	196	221	247	272	0	0	0
Heating-Wood	28	33	39	44	50	56	0	0	0
Heating-Electric Heat Pump	22	26	31	35	38	42	0	0	0
Cooking-Natural Gas	4	4	6	7	10	11	0	0	0
Cooking-Electric	5	6	8	11	13	16	0	0	0
Cooking-Propane	13	13	21	30	38	43	0	0	0
Other-Electric (lights)	27	31	44	56	68	82	0	0	0
Water Heating-Natural Gas	10	12	17	22	28	32	0	0	0
Water Heating-Electric	15	18	23	28	33	38	0	0	0
Water Heating-Fuel Oil	31	36	54	71	85	103	0	0	0
Water Heating-Propane	38	47	64	85	106	123	0	0	0
Water-In-City of Bremerton	29	30	36	41	47	52	0	0	0
Water-Out-City of Bremerton	44	45	53	61	70	78	0	0	0
Water-In-City of Poulsbo	32	32	37	43	49	55	0	0	0
Water-Out-City of Poulsbo	48	48	56	64	72	80	0	0	0
Water-Kitsap PUD	46	46	49	54	58	64	0	0	0
Water-North Perry Avenue	90	91	102	113	124	134	0	0	0
Water-West Sound Utility	35	35	41	47	54	61	0	0	0
Water-Aquarius	61	62	75	88	101	117	0	0	0
Water-City of Bainbridge Island	20	20	25	29	33	39	0	0	0
Water-Port Orchard	86	86	87	92	98	104	0	0	0
Sewer-In-City of Bremerton	88	89	100	111	122	133	0	0	0
Sewer-Out-City of Bremerton	99	101	117	133	149	165	0	0	0
Sewer-In-City of Poulsbo	94	96	113	130	147	164	0	0	0
Sewer-Port Orchard	85	85	85	85	85	85	0	0	0
Sewer-Out-City of Poulsbo	108	110	136	161	187	213	0	0	0
Sewer-Kitsap County	96	96	96	96	96	96	0	0	0
Sewer-City of Bainbridge Island	82	84	99	115	130	146	0	0	0
Sewer-West Sound Utility	67	67	67	67	67	67	0	0	0
Trash Collection	30	30	30	30	30	30	0	0	0
Refrigerator	12	12	12	12	12	12	0	0	0
Range	11	11	11	11	11	11	0	0	0
Electric Monthly Service Fee	8	8	8	8	8	8	0	0	0
Gas Monthly Service Fee	5	5	5	5	5	5	0	0	0

* Calculation based on lower of Unit Size and
Voucher Size

Utility Allowance Schedule

Tenant-furnished utilities and
appliances

U.S Department of Housing**and Urban Development**

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

Locality/PHA

Unit Type

Date (mm/dd/yyyy)

Bremerton & Kitsap County

Mobile/Manufactured Home

10/01/2023

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating-Natural Gas	31	37	43	49	54	0	0	0	0
Heating-Electric	43	50	52	53	55	0	0	0	0
Heating-Fuel Oil	103	120	138	156	174	0	0	0	0
Heating-Propane	119	145	166	191	208	0	0	0	0
Heating-Wood	30	35	36	37	38	0	0	0	0
Heating-Electric Heat Pump	19	22	26	29	33	0	0	0	0
Cooking-Natural Gas	4	4	6	7	10	0	0	0	0
Cooking-Electric	5	6	8	11	13	0	0	0	0
Cooking-Propane	13	13	21	30	38	0	0	0	0
Other-Electric (lights)	27	31	44	56	68	0	0	0	0
Water Heating-Natural Gas	10	12	17	22	28	0	0	0	0
Water Heating-Electric	15	18	23	28	33	0	0	0	0
Water Heating-Fuel Oil	31	36	54	71	85	0	0	0	0
Water Heating-Propane	38	47	64	85	106	0	0	0	0
Water-In-City of Bremerton	29	30	36	41	47	0	0	0	0
Water-Out-City of Bremerton	99	101	117	133	149	0	0	0	0
Water-In-City of Poulsbo	32	32	37	43	49	0	0	0	0
Water-Out-City of Poulsbo	48	48	56	64	72	0	0	0	0
Water-Kitsap PUD	46	46	49	54	58	0	0	0	0
Water-North Perry Avenue	90	91	102	113	124	0	0	0	0
Water-West Sound Utility	35	35	41	47	54	0	0	0	0
Water-Aquarius	61	62	75	88	101	0	0	0	0
Water-City of Bainbridge Island	20	20	25	29	33	0	0	0	0
Water-Port Orchard	86	86	87	92	98	0	0	0	0
Sewer-In-City of Bremerton	88	89	100	111	122	0	0	0	0
Sewer-Out-City of Bremerton	99	101	117	133	149	0	0	0	0
Sewer-In-City of Poulsbo	94	96	113	130	147	0	0	0	0
Sewer-Port Orchard	85	85	85	85	85	0	0	0	0
Sewer-Out-City of Poulsbo	108	110	136	161	187	0	0	0	0
Sewer-Kitsap County	96	96	96	96	96	0	0	0	0
Sewer-City of Bainbridge Island	82	84	99	115	130	0	0	0	0
Sewer-West Sound Utility	67	67	67	67	67	0	0	0	0
Trash Collection	30	30	30	30	30	0	0	0	0
Refrigerator	12	12	12	12	12	0	0	0	0
Range	11	11	11	11	11	0	0	0	0
Electric Monthly Service Fee	8	8	8	8	8	0	0	0	0
Gas Monthly Service Fee	5	5	5	5	5	0	0	0	0

* Calculation based on lower of Unit Size and
Voucher Size

Utility Allowance Schedule

Tenant-furnished utilities and
appliances

U.S Department of Housing**and Urban Development**

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

Locality/PHA

Unit Type **Duplex or Two Family**

Date (mm/dd/yyyy)

Mason County

Row House or Town House

10/01/2023

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating-Natural Gas	34	40	46	50	56	63	0	0	0
Heating-Electric	23	27	34	42	49	57	0	0	0
Heating-Fuel Oil	107	125	143	161	178	196	0	0	0
Heating-Propane	132	153	174	196	217	242	0	0	0
Heating-Wood	18	21	27	33	39	45	0	0	0
Heating-Electric Heat Pump	17	20	23	26	29	32	0	0	0
Cooking-Natural Gas	4	4	6	7	10	11	0	0	0
Cooking-Electric	4	5	7	10	12	14	0	0	0
Cooking-Propane	13	13	21	30	38	43	0	0	0
Other-Electric (lights)	20	24	33	43	52	62	0	0	0
Water Heating-Natural Gas	10	12	17	22	28	32	0	0	0
Water Heating-Electric	14	16	20	25	29	33	0	0	0
Water Heating-Fuel Oil	31	36	54	71	85	103	0	0	0
Water Heating-Propane	38	47	64	85	106	123	0	0	0
Water-Belfair	95	97	119	140	163	190	0	0	0
Water-City of Shelton	38	39	48	57	66	75	0	0	0
Water-PUD #1	62	62	67	72	77	83	0	0	0
Sewer-City of Shelton	59	62	87	111	136	160	0	0	0
Sewer - Allyn	123	123	123	123	123	123	0	0	0
Sewer - Belfair	100	100	100	100	100	100	0	0	0
Sewer - Grapeview	117	117	117	117	117	117	0	0	0
Trash Collection	20	20	20	20	20	20	0	0	0
Refrigerator	12	12	12	12	12	12	0	0	0
Range	11	11	11	11	11	11	0	0	0
Electric Monthly Service Fee	25	25	25	25	25	25	0	0	0
Gas Monthly Service Fee	5	5	5	5	5	5	0	0	0

* Calculation based on lower of Unit Size and
Voucher Size

Utility Allowance Schedule

Tenant-furnished utilities and
appliances

**U.S Department of Housing
and Urban Development**

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

Locality/PHA

Unit Type **Low Rise: 3, 4 Stories, Inlc Garden Apt**

Date (mm/dd/yyyy)

Mason County

High Rise: 5 or more stories

10/01/2023

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating-Natural Gas	26	30	35	40	44	49	0	0	0
Heating-Electric	16	18	25	31	37	43	0	0	0
Heating-Fuel Oil	85	98	112	129	143	156	0	0	0
Heating-Propane	102	115	136	153	170	191	0	0	0
Heating-Wood	12	15	19	24	29	34	0	0	0
Heating-Electric Heat Pump	14	16	19	22	24	26	0	0	0
Cooking-Natural Gas	4	4	6	7	10	11	0	0	0
Cooking-Electric	4	5	7	10	12	14	0	0	0
Cooking-Propane	13	13	21	30	38	43	0	0	0
Other-Electric	16	19	26	34	41	49	0	0	0
Water Heating-Natural Gas	8	10	13	18	22	26	0	0	0
Water Heating-Electric	11	13	16	20	23	27	0	0	0
Water Heating-Fuel Oil	27	31	45	58	71	80	0	0	0
Water Heating-Propane	34	38	51	68	85	102	0	0	0
Water-Belfair	95	97	119	140	163	190	0	0	0
Water-City of Shelton	38	39	48	57	66	75	0	0	0
Water-PUD #1	62	62	67	72	77	83	0	0	0
Sewer-City of Shelton	59	62	87	111	136	160	0	0	0
Sewer - Allyn	123	123	123	123	123	123	0	0	0
Sewer - Belfair	100	100	100	100	100	100	0	0	0
Sewer - Grapeview	117	117	117	117	117	117	0	0	0
Trash Collection	20	20	20	20	20	20	0	0	0
Refrigerator	12	12	12	12	12	12	0	0	0
Range	11	11	11	11	11	11	0	0	0
Electric Monthly Service Fee	25	25	25	25	25	25	0	0	0
Gas Monthly Service Fee	5	5	5	5	5	5	0	0	0

* Calculation based on lower of Unit Size and
Voucher Size

Utility Allowance Schedule

Tenant-furnished utilities and
appliances

**U.S Department of Housing
and Urban Development**

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

Locality/PHA

Unit Type

Date (mm/dd/yyyy)

Mason County

Single Family Detached

10/01/2023

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating-Natural Gas	37	43	50	58	64	71	0	0	0
Heating-Electric	36	42	49	56	63	71	0	0	0
Heating-Fuel Oil	120	138	161	183	205	227	0	0	0
Heating-Propane	145	166	196	221	247	272	0	0	0
Heating-Wood	28	33	39	44	50	56	0	0	0
Heating-Electric Heat Pump	20	23	27	31	34	38	0	0	0
Cooking-Natural Gas	4	4	6	7	10	11	0	0	0
Cooking-Electric	4	5	7	10	12	14	0	0	0
Cooking-Propane	13	13	21	30	38	43	0	0	0
Other-Electric	24	28	39	50	61	73	0	0	0
Water Heating-Natural Gas	10	12	17	22	28	32	0	0	0
Water Heating-Electric	14	16	20	25	29	33	0	0	0
Water Heating-Fuel Oil	31	36	54	71	85	103	0	0	0
Water Heating-Propane	38	47	64	85	106	123	0	0	0
Water-Belfair	95	97	119	140	163	190	0	0	0
Water-City of Shelton	37	38	46	55	65	74	0	0	0
Water-PUD #1	62	62	67	72	77	83	0	0	0
Sewer-City of Shelton	112	114	137	160	182	205	0	0	0
Sewer - Allyn	123	123	123	123	123	123	0	0	0
Sewer - Belfair	100	100	100	100	100	100	0	0	0
Sewer - Grapeview	117	117	117	117	117	117	0	0	0
Trash Collection	20	20	20	20	20	20	0	0	0
Refrigerator	12	12	12	12	12	12	0	0	0
Range	11	11	11	11	11	11	0	0	0
Electric Monthly Service Fee	25	25	25	25	25	25	0	0	0
Gas Monthly Service Fee	5	5	5	5	5	5	0	0	0

* Calculation based on lower of Unit Size and
Voucher Size

Utility Allowance Schedule

Tenant-furnished utilities and
appliances

**U.S Department of Housing
and Urban Development**

Office of Public and Indian Housing

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Locality/PHA

Unit Type

Date (mm/dd/yyyy)

Mason County

Mobile/Manufactured Home

10/01/2023

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating-Natural Gas	31	37	43	49	54	0	0	0	0
Heating-Electric	38	45	46	47	49	0	0	0	0
Heating-Fuel Oil	103	120	138	156	174	0	0	0	0
Heating-Propane	119	145	166	191	208	0	0	0	0
Heating-Wood	30	35	36	37	38	0	0	0	0
Heating-Electric Heat Pump	17	20	23	26	29	0	0	0	0
Cooking-Natural Gas	4	4	6	7	10	0	0	0	0
Cooking-Electric	4	5	7	10	12	0	0	0	0
Cooking-Propane	13	13	21	30	38	0	0	0	0
Other-Electric	24	28	39	50	61	0	0	0	0
Water Heating-Natural Gas	10	12	17	22	28	0	0	0	0
Water Heating-Electric	14	16	20	25	29	0	0	0	0
Water Heating-Fuel Oil	31	36	54	71	85	0	0	0	0
Water Heating-Propane	38	47	64	85	106	0	0	0	0
Water-Belfair	95	97	119	140	163	0	0	0	0
Water-City of Shelton	37	38	46	55	65	0	0	0	0
Water-PUD #1	62	62	67	72	77	0	0	0	0
Sewer-City of Shelton	112	114	137	160	182	0	0	0	0
Sewer - Allyn (Mason County	123	123	123	123	123	0	0	0	0
Sewer - Belfair (Mason County	100	100	100	100	100	0	0	0	0
Sewer - Grapeview (Mason	117	117	117	117	117	0	0	0	0
Trash Collection	20	20	20	20	20	0	0	0	0
Refrigerator	12	12	12	12	12	0	0	0	0
Range	11	11	11	11	11	0	0	0	0
Electric Monthly Service Fee	25	25	25	25	25	0	0	0	0
Gas Monthly Service Fee	5	5	5	5	5	0	0	0	0

* Calculation based on lower of Unit Size and
Voucher Size