



# PACIFIC NORTHWEST COMMUNITIES HUNT MILITARY COMMUNITY



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## Community Handbook

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# GENERAL INFORMATION

## PRIVATIZATION

Navy Region Northwest is one of numerous Navy installations to privatize their family housing communities. As such, Hunt MH Property Managers, LLC is proud to assume responsibility for the military family Residents' housing needs. Hunt MH Property Managers, LLC as the Agent for Pacific Northwest Communities, LLC, will perform the day-to-day management responsibilities. The Hunt MH Property Managers, LLC team, located conveniently at Neighborhood Management Offices, stands ready to assist Residents in every possible way by offering superior, quality housing services to ensure their assignments at Navy Northwest are pleasant and memorable.

## ACRONYMS

GM	General Manager
NMO	Neighborhood Management Office
NHSC	Navy Housing Services Center

## COMMON DEFINITIONS

Agent/Property Manager	Hunt MH Property Managers, LLC ("PM")
Guest	Guest of Resident
Occupant	Children, Spouse, Authorized Dependent
Owner	Pacific Northwest Communities, LLC
Premises	Home, garage/carport/designated parking, yard(s), storage sheds
Quiet Hours	2200 Hours through 0600 Hours
Resident	Party signing the Lease Agreement, Service Member

## IMPORTANT PHONE NUMBERS

Police, Fire, Ambulance: 911

### **Maintenance Service Request Line:**

NS Everett, East Sound Office	(360-564-0400)
NB Kitsap, West Sound Office	(360-447-5600)
NAS Whidbey Island, North Sound Office	(360-447-5800)
NNW -The Landings	(360-447-5900)

### **Neighborhood Management Offices:**

NS Everett, East Sound Office	360-564-0400
NB Kitsap, West Sound Office	360-447-5600
NAS Whidbey Island, North Sound Office	360-447-5800
Regional Property Management Office	360-394-7290
NNW -The Landings	360-447-5900

## WEBSITE

NorthWestMilitaryHousing.com

# NEIGHBORHOOD POLICIES

## 1. ABSENCE FROM PREMISES

Written notification is **required** to the NMO prior to leaving the Premises vacant for more than fourteen (14) consecutive days. The Resident should make arrangements for a representative to have access and responsibility for the Premises. The contact information should be provided to the NMO. Resident shall assume all liability for the representative's behavior. Owner will not be responsible for any damages resulting from the Resident's absence from the Premises due to the Resident's negligence, recklessness and/or intentional conduct.

In addition, please take the following actions prior to leaving the Premises:

- a. DO NOT turn off heat during the winter months. Leave thermostat at 55 degrees at the minimum.
- b. Disconnect all hoses from outdoor faucets.
- c. Lock all doors and windows.
- d. Lower, but do not completely close blinds, shades or curtains.
- e. Place timers on a few lights or a small radio.
- f. Stop deliveries of newspapers, mail, and other routine deliveries.
- g. Arrange for any items in the yard to be moved or removed for lawn care services to mow the lawn.
- h. Make arrangements to have any fenced areas mowed. Resident is responsible for the cost of any required yard maintenance in the fenced area that must be completed by the NMO.
- i. If absent for longer than 30 days, make arrangements to ensure timely Rent payments.
- j. During your absence, make arrangements to care for your pet(s).
- k. Notify the NMO of your absence in writing by completing the proper notification form provided by the NMO.

In the event there is an emergency, the Property Manager may enter your home without prior approval.

## 2. ALTERATIONS/REPAIRS/LIENS

Any proposed alterations to the Premises must be submitted to the NMO in writing using the Special Services Request Form provided by the NMO. This includes interior and exterior repainting;

changes to or installation of mechanical, electrical, plumbing, and structural equipment or major appliances; alterations to the configuration of the Premises; wallpapering; and replacement of fixtures. Approval must be granted in writing prior to starting the work or purchasing materials. The approval will specify the terms and conditions for maintenance and liability. Once approval has been granted, the Resident is responsible for the continued maintenance of the improvement and for restoring to original condition upon move-out. Resident shall be responsible for all costs for repair, restoration or replacement of any removals or changes that are not restored to original condition upon move-out.

It is understood that when the Resident vacates, walls must be restored to the original color or Resident will be charged for any additional coat(s) of paint required to return the Premises to its original condition.

Small nails may be used to hang pictures unless the Neighborhood Management Office recommends other devices. No spikes or hooks shall be driven into the walls or woodwork. Fixtures used for window coverings, shall not be attached to any window frame.

Owner-furnished blinds may not be removed or replaced except by Owner. Windows may not be covered with aluminum foil or any other type of tinting/darkening product.

If you are a Resident of a historic home and have executed a Historic Home Addendum, you must comply with the Addendum as well as the Community Handbook. In the event of conflict, the Historic Home Addendum shall apply.

Resident may not encumber the Premises or permit any person to claim or assert any lien for the improvement or repair of the Premises made by Resident. Resident shall notify all parties performing work on the Premises at Resident's expense that the Lease Agreement does not allow any liens to attach to the Owner's property interest.

Modifications for household members in the Exceptional Family Members Program, household members with disabilities, or Wounded Warrior, require processing with the NMO.

It is understood that if the NMO determines that the alterations to the Premises pose a health or safety hazard due to improper maintenance or exceed the scope as listed on the Request for Special Services Form, the Resident will be required to remove the alteration within seven (7) calendar days. Resident is responsible for all costs incurred for repair, restoration or replacement.

### **3. APPLIANCES**

Resident is not to perform any maintenance on appliances other than normal cleaning with nonabrasive kitchen cleaners. The Resident will be responsible for any damage caused by any attempted repairs. Please contact the NMO for assistance.

#### **Air Conditioning**

Because of the climate and infrequency of extended hot weather, air conditioning units are not provided in most of the homes. Window mounted and any other building mounted air conditioning units are not permitted in the Neighborhoods. A household member with disabilities may request a window-mounted air conditioning unit, and the Vice President of Military Housing at Hunt MH Property Managers, LLC determines the granting of each request. A resident supplied portable air conditioning unit may be used and installed without permission if it does not require window mounting.



## Dishwasher

During the move-in process the Relocation Specialist will provide instructions on the operation of the dishwasher and point out any special features. Following are some suggestions for safe and efficient use of the dishwasher:

- a. Use dishwashing detergent made only for dishwashers (Electrasol, Cascade, etc.).
- b. Remove excess food and debris before loading.
- c. Arrange dishes so water can run off.
- d. Remove paper labels before washing jars or cans.
- e. Determine if the glassware, dishes, pots and pans are dishwasher safe.
- f. Wash **by hand** all hand-painted china, woodenware, colored aluminum or cast iron pots and pans, and plastic or rubber dishes/utensils not specifically labeled 'dishwasher safe'.
- g. Frequently check/clean the filter in the bottom of the dishwasher.

## Garbage Disposal

Not all homes are supplied with garbage disposal units within our communities. These units are very handy but must be used with care as they are easily damaged. To properly operate the garbage disposal:

- a. Keep the drain stopper in when not in use.
- b. Remove the drain stopper, turn on the cold water, and keep it going during the entire operation to thoroughly flush ground waste into the main wastewater lines.
- c. Turn on the wall switch to start the disposal and feed food waste directly into the disposal.
- d. **Never** put your fingers or hand or any utensil into a running disposal.
- e. Run the disposal until food grinding can no longer be heard.
- f. Do not put grease, bones, meat gristle, corncobs, glass, foil, vegetable peelings, bottle caps, cigarettes or other very hard or fibrous foods down the garbage disposal. Grease can easily be disposed of by pouring into an empty jar then throwing into the rubbish.
- g. Never put chemical drain cleaners down the disposal, as serious corrosion and damage may result.
- h. Resident will be responsible for any damage caused by improper use.

### **Prior to calling the Maintenance Service Request Line, do the following:**

- a. Determine what recently was processed by the disposal before calling. This will help them determine the problem.
- b. Press the reset button on the bottom of the unit and try the switch again. Refer to the appliance manual or call the Maintenance Service Request Line and ask for instructions if the reset button cannot be located.

## Refrigerator

Routine cleaning of the refrigerator will improve efficiency and sanitation. The exposed sides of the refrigerator should be cleaned frequently with a damp cloth, mild soap, warm water or a spray cleaner. Abrasive cleansing powders should not be used on the refrigerator. Periodic cleaning of the drip pan under the refrigerator is recommended. If the refrigerator coils are accessible without moving it, periodic vacuuming will help its efficiency.

Call the Maintenance Service Request Line if the refrigerator is not cooling or freezing properly or if any parts are broken. Please do these simple tests before calling the Maintenance Service Request Line for service:

- a. If the light is not on, check to see if the power cord is plugged in. Also, check the bulb.
- b. If the plug is secure and the refrigerator fails to operate, plug another appliance into the same outlet to check for power.
- c. Check the temperature control dial; it may be turned OFF. If the refrigerator still does not operate properly, call the Maintenance Service Request Line.

Leave the refrigerator on with the temperature control at its normal position if away from the Premises for less than a month. Turn the temperature control to low during longer periods of absence. Placing an open box of baking soda or used coffee grounds in the refrigerator will help to absorb odors. Be sure to discard perishables such as meats, milk, and produce to maintain proper sanitation while away. Do not leave the refrigerator turned off or unplugged, regardless of the length of time of the absence.

## Stoves, Ovens & Microwaves

The proper use and care of stoves, ovens, and microwaves will not only save utilities and repairs, it will give better results in cooking/baking and may prevent serious injury or fire. Routine cleaning will make preparing for the final inspection much easier. Here are a few pointers that may help:

- a. Wash drip pans frequently and wipe spilled food from the burners as soon as they have cooled.
- b. Clean under the stovetop frequently. Spilled grease and food contribute to fires.
- c. Non- self-cleaning oven - Remove any burned food on the bottom of the oven or on racks with a brush or by soaking in water. Commercial oven cleaners also help. Resident will be charged for any damage to the oven caused by improper cleaning or use.
- d. Self-cleaning or continuous-cleaning oven - Read the appliance manual for proper use. Call the Maintenance Service Request Line if the appliance manual is missing. **DO NOT** use oven cleaner or leave racks in the oven during the cleaning process. Resident will be charged for any damage caused by improper cleaning or use. Clean the oven as needed; long-term or accumulated staining and soil is harder to remove.
- e. Microwaves – Read the appliance manual. **DO NOT** put metal objects in microwave. Supervise use at all times.

## Washing Machines and Dryers

Except for washing machines and dryers provided by the Owner, installation and care of such appliances are the responsibility of the Resident.

## Water Heaters

**DO NOT** attempt to adjust temperature or any type of setting or valves on the water heater. Tampering with water heater valves can be dangerous. Leaks, breaks or lack of hot water should be reported to the Maintenance Service Request Line. NEVER use the space surrounding the water heater for storage; it is a serious fire hazard.

While automotive repairs are not allowed anywhere on or in the Premises or in the Neighborhood, it is vitally important that such work not take place in any area where natural gas water heaters may be located. The results could be deadly.

## 4. CABLE TELEVISION / INTERNET / SATELLITE DISH / ANTENNA

Resident is financially responsible for all costs incurred for installation of cable TV and/or Internet service or connections. Additionally, all costs for service are payable by the Resident. We encourage you to read this section closely and contact the NMO with any questions prior to ordering installation of a reception device.

Each Premises is equipped with at least one cable TV connection. The names of the cable companies serving the Neighborhood will be provided at move-in. Prior written approval is required from the NMO for installation of additional hook-ups. Request forms are available from the NMO.

In compliance with the Federal Communications Commission (FCC) and its Over-The-Air Reception Devices Rule (OTARD), we have reasonable restrictions on the installation of reception devices (1) for broadcasts from satellite TV, (2) for fixed wireless signals via satellite, and (3) for commercially available analog or digital TV antennas. The OTARD Rule covers (1) an antenna 39.37 inches or less in diameter for direct broadcast satellite or fixed wireless signals via satellite, (2) an antenna 39.37 inches or less for wireless cable or fixed wireless signals other than satellite, or (3) a commercially available analog or digital TV antenna.

OTARD Rule does not apply to "ham" radio antennas. If you have questions about such antennas, contact the NMO.

You must notify the NMO no later than thirty (30) days after installation, permit an inspection, and sign a Reception Device Addendum to the Lease Agreement.

In compliance with the FCC's OTARD Rule, we require the following:

The Resident must notify the NMO no later than thirty (30) days after it installs an antenna or "reception device."

An inspection of the installation will be performed by NMO staff. The NMO staff will inform the household if the installation is not safe, secure, or compliant with permissible restrictions. The NMO staff may offer installation suggestions, but the household is strongly advised to talk with the retailer or installer to ensure safe and secure installation without drilling holes.

The household must ensure safe and secure installation. The satellite dish antenna must not be installed in an unsafe manner, including but not limited to, upon an overly elongated vertical pole or an extension device that hangs out over a balcony. Antennas may not be placed within unsafe distances from power lines. If the household is cited for building or a fire code violation due to its antenna installation, the household is responsible for immediate correction and compliance with the building and fire codes.

The household cannot drill any holes through glass, outside walls, roofs, balcony rails, balconies, windows, firewalls, or anything else, so the antenna can be hooked up to an inside television. The household must use the cable that goes under a sliding door or use any other installation method without drilling holes. No holes may be drilled through walls or anything else to bring in wires, and the antenna may not protrude over the railing of a balcony into any common area. The satellite dish antenna cannot extend out beyond the balcony railing line.

Residents will be permitted the installation of a satellite dish or stick-type antenna on their individual patios, in their fenced-in backyards, in the area immediately adjacent to their home, or inside their home.

The reception device must be located entirely within the household's leased Premises and cannot be installed in any common area, including but not limited to, outside walls, outside windowsills, glass, windows, roofs, railings, common balconies or patios, or any other common area.

A household may install as many antennas as necessary to get its desired service as long as the signal can still be received.

The reception device must be removed by the household on or before the date the household vacates the home for any reason.

Residents must execute a Reception Device Addendum to the Lease.

## **5. CHANGES IN STATUS**

### **BAH Change**

When Resident's BAH rate changes, at any time for any reason, Resident must notify Owner within fourteen (14) business days of the change and complete any necessary documentation. Resident will be responsible for the payment of Rent at the changed rate from the effective day of any change and payable when received by Resident. Resident agrees that the foregoing constitutes effective notice from the Owner of the change in the amount of the monthly Rent, which will take effect upon any increase in Resident's applicable BAH. Failure to notify the Owner of an increase in the BAH does not alleviate Resident responsibility for payment of the changed Rent, and may result in late fees being assessed.

### **Change in Eligibility**

When Resident's military rank or family composition changes, (i.e., increase or decrease in dependents or change in marital status), Resident must notify your NMO within fourteen (14) business days of the change. Normal move out procedures will apply for all transfers.

In the case of an increase in family composition, the Resident may move into larger Premises, when available and upon NHSC's confirmation of the Resident's eligibility for a larger home. Residents must have enough time remaining in their NAVREGNW assignment to fulfill a new six (6) month lease and current lease must be expired. Proper notice to vacate is required. Once Premises become available, the NMO will conduct an inspection of the current Premises; based on the condition of the current Premises the transfer request may be approved or not approved. Resident will be responsible for all costs associated with the move which includes carpet cleaning for extraordinary wear and tear, painting, damages, floor cleaning charges, and pet sanitation (if applicable). In the case of an increase in military rank that allows for a larger Premises or change in neighborhood, the Resident may move to a different home or neighborhood upon confirmation

that the Resident has been approved to wear the rank of O6, O4, or E7. Resident must have at least enough time remaining in their NAVREGNW assignment to fulfill a new six (6) month lease. Once Premises become available, the NMO will conduct an inspection of the current Premises; based on the condition of the current Premises the transfer request may be approved or not approved. Resident will be responsible for all costs associated with any deficiencies in the condition of the Premises (includes: cleaning, painting, damages, pet sanitation (if applicable) and floor cleaning charges).

### **Change in Active Duty Status**

When the Resident's status changes from Active Duty status to anything other than Active Duty, it is the Resident's responsibility to notify the NMO immediately. In most cases, a Civilian Lease must be signed, a security deposit will be required, rent will be required in advance and the rent will be adjusted to the market rent plus utilities.

## **6. CHILDCARE**

Parents are responsible for the behavior, safety, proper discipline and well-being of their children, regardless of age.

Resident must obtain written approval from the NMO to operate a childcare program in the home. Resident may provide in-home childcare for others ONLY through participation in the Navy's Child Development Home Program. Resident must be certified through the Department of Navy sponsored Child Development Home Program if childcare is conducted in the Premises for more than 10 cumulative hours per week (e.g., a Resident caring for three children for four hours is providing 12 hours of child care). Resident must also comply with all applicable state and local laws regarding childcare. Resident must have appropriate insurance coverage. Resident will be required to bring appropriate licensing and insurance information to the NMO prior to operating the childcare business from the Premises and provide all renewals upon request by the NMO. Resident is responsible for any damages to third parties arising from the in-home childcare program. Conducting an unauthorized childcare business shall result in an immediate cease of operations and may also result in eviction. Resident is responsible for any damage to the Premises as a result of the in-home childcare.

Resident is responsible for required modifications for home childcare programs; a Minor Request for Modification Form (Section 2 – Alterations/Repairs/Liens) can be obtained at the NMO.

## **7. COMMON AREAS**

All common areas and amenities, including but not limited to parking lots, stairwells, breezeways, jogging trails, courtyard areas, the grounds surrounding the Premises, clubrooms, sport courts, and creeks, must be kept clear at all times of trash, refuse and other obstructions. Please be aware that all items left unattended in common areas may be removed and disposed of by the NMO without notification.

Common areas are for the use and enjoyment of all Residents of the Neighborhood. Any Resident, Occupant or Guest(s) behaving in an unreasonable, illegal and/or offensive manner will be required to leave the common areas and such conduct shall constitute a breach of the Lease Agreement. Parents are responsible for the behavior, safety, proper discipline and wellbeing of their children, regardless of age. Residents are responsible for the behavior of their Guests at all times.

## 8. COMMUNITY CENTERS AND PROGRAMS

### Community Centers:

Some Neighborhoods will have use of a Community Center(s), for social events, classes, Neighborhood projects and other related events. Owner will offer a variety of programs to the Residents. These programs will be listed in the Resident Newsletter and/or the community website. The following policies are to be followed by the Resident:

- a. Resident, Occupants and Guests will comply with and obey all safety and posted regulations in the Community Centers.
- b. Resident shall immediately report any malfunctioning equipment in the Community Centers.
- c. Resident is responsible for the behavior and actions of the Occupants and Guests at the Community Centers.
- d. Resident is responsible for cleaning and damages incurred during their use of the Community Centers.

Please keep in mind that from time to time the Owner may provide various services, equipment and facilities for Resident's use at their own risk. Resident acknowledges that the use of the services, equipment and/or facilities may be canceled or modified at any time, at the sole discretion of Owner, and Resident will not be entitled to any reduction in Rent.

### Deployed Spouse Program:

Families of deployed service members may visit the NMO to inquire about and enroll in the Deployed Spouse Program. This program will assist the families of those military members who have been deployed with certain tasks, such as assistance with backyard lawn maintenance. Spouses and remaining family members acting as the head of household will be offered assistance with, but not limited to, limited toy and furniture assembly and support peer groups. Proper documentation from the Service Member's command reflecting the duration of the deployment will be required by the NMO. To be eligible for the Deployed Spouse Program the Service member's deployment must be longer than 90 days. Participation by Service Members in Temporary Assigned Duty (TAD) status longer than 90 days will be determined on a case by case basis.

### Family Leave Program:

Service personnel and their families who leave their home for more than 30 days at one time may be eligible for the Family Leave Program. Residents may visit the NMO to enroll in the Family Leave Program. This program includes services such as limited plant maintenance, backyard lawn maintenance, weekly preventative home visits to determine no emergency situations have occurred, postal forwarding and package acceptance.

## 9. COMMUNITY SPORTS AND RECREATIONAL AREAS

Uses of sport and recreational areas are at the Residents, Occupants, and Guests own risk. Owner and Agent are to be held harmless for any and all injuries, accidents, or losses suffered while using facilities, other than those that may result from the negligence or willful misconduct of Owner or Agent. Owner does not make any warranties concerning the equipment or facilities, and Residents agree representations have not been made regarding the safety, desirability or quality

of equipment or facilities. Residents will be responsible for the cost of any repair or service on equipment or facilities due to misuse by Resident, Occupant or Guests. Resident shall notify the NMO of any malfunctioning equipment or facilities.

## **10. DAMAGES TO THE PREMISES**

Damaging, harming, or defacing any part of the Premises, whether due to an accident or the negligent, reckless or deliberate action of the Resident, Occupant or Guest, may be cause for eviction. Resident will be liable for the cost of repair and damages to restore the Premises back to its original condition. Residents shall obtain from the NMO information regarding any applicable insurance coverage and are advised to consider purchasing their own liability insurance.

## **11. DRUG FREE POLICY**

Hunt MH Property Managers, LLC complies with the federal Controlled Substances Act which prohibits the use, possession, and distribution of illegal drugs. Hunt MH Property Managers, LLC prohibits drugs banned under the federal CSA and furthermore cannot grant persons with disabilities the use of medical marijuana.

Marijuana is categorized as a Schedule 1 substance under the federal Controlled Substance Act (CSA). According to 21 United States Code § 801 et seq., the manufacture, distribution, or possession of marijuana is a federal criminal offense, and it may not be legally prescribed by a physician for any reason, pursuant to 21 United States Code §§ 841 (a)(1); 844(a); 812(b)(1)(A)(C).

Hunt MH Property Managers, LLC forbids the use of medical marijuana, because its use violates federal law. That is, a resident with disabilities will not be granted an accommodation to use medical marijuana, because violation of federal law is not reasonable. Residents are not permitted to grow, use, otherwise possess, or distribute medical marijuana although state law authorizes medical marijuana-related conduct.

Federal law also does not permit the recreational use of marijuana even though Washington State permits a specific quantity for recreational use.

If an applicant for housing or an existing resident requests to use medical marijuana because of alleged disability status, the on-site office will send the request to the Vice President of Military Housing for determination.

## **12. RESIDENT ENERGY CONSERVATION PROGRAM (RECP)**

The instability in supply and growing cost of fuel have made conserving energy a critical issue. It is essential that we all play a proactive role in conserving energy. The RECP program encourages Residents to conserve and use utilities wisely and become more responsible for their energy usage and consumption.

The RECP was mandated by the Office of the Secretary of Defense to set reasonable utility usage targets for normal utility consumption in PPV housing and to educate Residents about consumption with the goal of reducing usage.

Residents will receive an actual utility invoice approximately on the 15th of every month. The invoice will reflect a normal utility usage band for the Resident's specific Like-type Group for the previous month. The Resident is responsible to pay for usage above the normal utility usage band for gas and/or electricity. If the Resident uses less than the normal utility usage band, he or she will receive a rebate or credit. If the Resident's usage falls within the normal usage band, neither a rebate/credit nor payment will be due.

Reductions in utility use as a result of RECP will reduce our dependence on foreign oil, therefore contributing to increased national security. Energy conservation reduces greenhouse gases and pollution, thus helping to improve the quality of life for all Americans. The financial savings from the program will be reinvested into the PPV project, directly improving Residents' quality of life through new and improved housing, community amenities, etc.

The following tips are suggestions for conserving and reducing energy consumption without sacrificing comfort.

### **Dishwasher**

- a.** Only wash full loads and use the energy-saver setting.
- b.** Allow dishes to air dry.
- c.** If you wash dishes by hand, fill the sink with water instead of letting the water run, and rinse with cold water.

### **Heating**

- a.** Set thermostat at a comfortable setting without fluctuation to maintain consistent climate control. Residents with day-night set back thermostats should consult the instruction manual or contact the NMO for information on how to obtain the most comfortable and efficient settings.
- b.** Keep vents free from obstructions.
- c.** Check the furnace air filter regularly. It will be replaced twice yearly. Should the Resident choose to replace it monthly, please feel free to call the Service Request Line to obtain a replacement filter.

### **Laundry**

- a.** Wash full loads and use cold water instead of hot water.
- b.** Dry full loads and clean lint filter after each load.
- c.** Most materials only need a 10-15 minute wash cycle to get them clean; over washing and over drying will wear out clothes faster.

### **Lights and Other Appliances**

- a.** Replace incandescent light bulbs with compact fluorescent lights (CFLs). They use 75% less energy and last up to 10 times longer.
- b.** Turn off lights when not needed, especially in unoccupied areas such as garages and outdoor areas. Turn off lights when leaving a room.
- c.** Unplug or turn off appliances when not in use.



## **Stove**

- a.** Defrost foods in the microwave.
- b.** Cover pots to shorten cooking time.
- c.** Keep oven and range free of grease and baked-on residue.

## **Water**

- a.** Check toilets for leaks and make sure faucets are shut off properly.
- b.** Always use flow controlling nozzle/spray head device for outdoor hoses.
- c.** Do not remove or replace devices that have been installed to conserve water such as faucet aspirators and low flow showerheads and limit showering time to about 5 minutes.

## **Refrigerators**

- a.** Open refrigerator door only long enough to get desired food items.
- b.** Organize food on the shelves for easy access.
- c.** Allow leftovers to cool before storing in refrigerator or freezer. Be sure to follow safe food handling guidelines.

## **13. ENTRY ONTO PREMISES**

Owner or Owner's representative for the purpose of warranty inspection/follow-up, lead based paint inspection/follow-up, pest control services and any other inspection deemed necessary may enter the Premises during reasonable hours after giving the Resident no less than forty eight (48) hours advance notice. Owner or Owner's representative may enter the Premises for preventive maintenance during reasonable hours after giving the Resident five (5) days advance notice. If there is an emergency or abandonment of the Premises, no advance notice is required for Owner or Owner's representative to enter. Upon notice of either party of the intent to terminate the Lease Agreement, the Resident will permit the Owner or Owner's representative to show the Premises to prospective residents upon twenty-four (24) hours advance notice.

The Owner or Owner's representative will cooperate with both Navy and local law enforcement agencies for justifiable entry onto the Premises.

## **14. EVICTIONS**

The Owner may take certain actions in the event the Resident, Occupants, or their Guests display disruptive behavior, violate rules, or are involved in misconduct in the Neighborhood or become a Nuisance (see Section - Nuisance (Disturbances/Noise)). Eviction is for one serious violation of, continual failure to comply with, or a pattern of several violations of, the Lease Agreement, any lease addendum, the Community Handbook, and/or federal, state, and/or local laws.

The Owner may do the following depending on the situation:

- 1.** The NMO may counsel the Resident(s) and/or issue a Notice of Violation/Breach. The NMO may also determine if the household and the Owner should enter into a Memorandum of Understanding.

2. The NMO may issue a state-required notice to cure to the Resident(s) with a copy to the NHSC for one serious violation, frequent violations, a pattern of several violations, and/or noncompliance with federal, state or local laws.

## 15. FENCES

Backyard fencing is provided in many areas. Care and upkeep of the enclosed fenced area is the Resident's responsibility. NMO may arrange needed mowing / cleanup at Resident's expense should the Resident not take proper care of their fenced area.

Installation of a fence on an unfenced backyard is considered an alteration and must be requested and approved in writing by the NMO; use the Special Services Request Form provided by the NMO. If approved, fencing must be installed by the Owner at Resident's expense.

However, Resident may install an invisible fence for pets with prior approval by the NMO at the Resident's expense.

## 16. FIREARMS /WEAPONS

The primary concern surrounding weapons in the Premises is the general safety of the Neighborhood. Any violation of firearms/weapons regulations will result in a formal review and is likely to result in eviction. All firearms/weapons must be registered at the Installation and local authority (if applicable) before they may be brought into the Neighborhood. A copy of the registration must be provided to the NMO within three (3) days of registration. Residents must comply with the following:

- a. Resident must meet the requirements of all federal, state, local and Installation regulations, statutes, laws, and ordinances concerning the possession, registration, display, carrying, and use of weapons, including all firearms, knives, and other regulated devices. In cases of contradictory regulations, statutes, laws or ordinances, the most restrictive will apply.
- b. Concealed weapons may not be carried or discharged on the Premises or the Neighborhood.
- c. Military weapons may not be stored, carried, or transported onto the Premises or Neighborhood unless authorized by the Federal Government in the performance of military duties.
- d. Large caliber and automatic weapons may not be present on the Premises, unless they are part of a legitimate collection and have had the firing or activating mechanisms permanently disengaged.
- e. Firearms and ammunition must be stored separately from each other in locked cabinets, located out of children's reach. Loaded firearms are expressly prohibited on the Premises.
- f. BB/pellet guns, air rifles, slingshots, arrows, and long or cross bows, are considered firearms. The use of these or any other projectile-propelling device is prohibited on the Premises or in the Neighborhood.
- g. Knives, swords, and any other harmful devices may not be carried and must be securely mounted, or sheathed and secured.

- h.** Weapons prohibited by federal, state, and local laws, such as stiletto knives, blackjacks, brass knuckles, switchblades, and zip guns may not be present on or in the Premises or Neighborhood. Hand grenades, bombs, and blasting explosives are prohibited.
- i.** Storage of black gunpowder is limited to a maximum of 5 pounds and is to be treated as and stored as ammunition in a locked case.

Violation of the provisions of this weapons policy is cause for immediate Lease Agreement termination and eviction from the Premises. For further information Residents may reference the Lautenberg Amendment of the Gun Control Act.

Residents will follow all Department of Navy and Installation rules and regulations, including OPNAVINST 5530.14 series or its successor, Navy Physical Security and Law Enforcement Program, and any other orders, directives or instructions issued by the Department of Navy or Installation Commanding Officer regarding the possession of personal weapons on board the Navy Installation.

## **17. FIREWORKS**

Fireworks are prohibited. The manufacturing, sale, storage, possession, transporting and/or use of fireworks and all incendiary devices are expressly prohibited on the Premises or in the Neighborhood. Violation of the provisions of this fireworks policy is cause for immediate termination of the Lease Agreement and eviction from the Premises.

## **18. FOSTER CARE**

Resident must submit a request for approval to the NMO and receive written approval to add one or more children to the Lease Agreement prior to becoming a foster parent. All federal and state rules, regulations and laws regarding foster care will apply.

## **19. GARAGES/CARPORTS**

See Section 39 PARKING and Section 55 VEHICLES.

## **20. GROUNDS MAINTENANCE**

### **Owner Responsibilities:**

- a.** NMOs will regularly mow and maintain all unfenced grounds around the Premises including common areas, community centers and playgrounds. Yards and greenways, etc. that are not kept free of toys, trash, abandoned items or debris will not be mowed, trimmed or edged. Items left out will be at the Resident's own risk.
- b.** Fertilizing and use of herbicides will be done on a periodic basis. Resident will be given advance notice of any upcoming fertilization/herbicide treatment, and must remove pets, children and lawn furniture so the yard can be treated. Failure to comply may result in a charge for a re-visit.

## Resident Responsibilities:

- a. Removal of personal items from yard for a clear mowing area on grounds maintenance days. Items left out will be at the Resident's own risk.
- b. Mowing, raking, weeding and trimming of shrubs and other routine maintenance in fenced backyards are the Resident's responsibility. Grass should be maintained at a height of two inches, not to exceed five inches. Raking of grass and leaves is to be done as necessary to maintain a healthy and attractive lawn. Shrubs are to be trimmed to maintain their shape and not block windows or doors. Residents who do not perform such maintenance will be given a compliance notice, and the NMO may arrange needed mowing / cleanup at Resident's expense should the Resident not take proper care of their fenced area after receiving the compliance notice.
- c. Do not use or store fertilizers or herbicides in or on the Premises. Plant food for indoor plants and seasonal fertilizing (with approval from NMO) of annuals and perennials are exceptions to this rule.
- d. Do not create new planting beds or remove existing plantings or trees on the Premises without prior written approval. Prior approval is required by the NMO to alter the landscaping.
- e. Introduction of **any** new plantings requires the written approval of the NMO.
- f. Digging is only permitted with prior approval from the NMO.
- g. Residents are responsible for the watering of their lawns (front and back, fenced and not fenced) and planter bed areas. Watering should be avoided during the heat of the day. If your home has an automated irrigation system, the lawn and planter bed areas will be automatically watered based on a set schedule. Automated irrigation system timers will be maintained by the Owner. If an irrigation head or other components malfunction or if there is excessive runoff, please call the Maintenance Service Request Line.
- h. Should a Resident prefer to care for their own lawn, special exceptions may be granted at the Owner's discretion. Inquire at the NMO for information.
- i. Residents of historic homes must consult with the NMO prior to making any alterations to the landscaping (flowerbeds, vegetable gardens, trees, shrubs, etc.).

## 21. GUESTS

Guests of Resident are welcome in the Neighborhood. A Guest is defined as a relative or friend who is visiting a Resident's home for a few hours or longer. Guests must comply with all rules and regulations contained in the Lease Agreement, Addenda and Community Handbook. The Resident will be responsible and accountable for the actions and behavior of their Guests. Resident is prohibited from accepting rent in the form of cash, check, or in-kind goods or services from their Guests.

Residents must notify Owner, in writing, within forty-eight (48) hours of a Guest's arrival if the Guest will be staying overnight for any duration less than fourteen (14) consecutive days. If the Guest will be staying more than fourteen (14) consecutive days, the Resident must obtain prior written approval from the NMO prior to the guest's arrival. Normally Guests may not remain for more than 30 days; however exceptions for guests visiting for extended periods for the purpose of assisting the Resident (e.g., newborn, illness, etc.) may be granted by the NMO on a case-by-case

basis, and must be submitted in advance and in writing. Approval by the NMO does not constitute approval by or for other authorities. The Owner reserves the right to control the entry into the Neighborhood by Resident's Guests, agents, licensees or invitees, furniture movers, and delivery persons, and may prohibit from the Premises or Neighborhood any Guests or invitees who, in Owner's reasonable judgment, have been disturbing the peace, disturbing other Residents or violating Neighborhood policies.

Guests who intend to stay longer than forty-eight (48) hours must register their vehicles with the NMO. A guest Parking Pass will be issued authorizing your Guest to park on the property.

### **Long-Term Guests**

Hunt MH Property Managers, LLC will allow long-term guests to stay past thirty (30) days to an indefinite duration based upon the individual particularized circumstances presented by each applicant's or household's request. Reasons for a long-term stay include, but are not limited to, birth and care of newborns, illness of leaseholder or of a leaseholder's household member, and deployment of the leaseholder.

The request for a long-term guest will be entered upon a Request for Long-Term Guest form and approved or denied by the NMO.

An eligible long-term guest is defined as:

- 1.** An immediate family member of either the leaseholder or of the leaseholder's spouse defined as a parent, brother, sister, or child of that person (minor or adult);
- 2.** A foster adult or an adult person adopted as an adult by the leaseholder or the leaseholder's spouse;
- 3.** An adult ward under a guardianship belonging to the leaseholder or the leaseholder's spouse;
- 4.** Hunt MH Property Managers, LLC will take into consideration extenuating circumstances for requests by relatives that are not immediate family members of the leaseholder or of the leaseholder's spouse such as cousins, aunts, uncles, nieces, nephews, stepparents, foster parents, grandparents, and grandchildren. Each request will be determined on a case-by-case basis.

If an applicant or resident requests a Guest past thirty (30) days, Hunt MH Property Managers, LLC will provide that Request for Long-Term Guest form. Hunt MH Property Managers, LLC will ask for any applicable documentation to evidence the relationship by blood, marriage, adoption, guardianship, or operation of law (such as probate court orders, marriage certificate, etc.) and attach it to the request form.

Ineligible individuals as long-term guests include, but are not limited to: (a) boarders; (b) a person in a social relationship of a romantic or intimate nature with the applicant, leaseholder, or the leaseholder's spouse or which there is no marriage or other legally recognized civil union/ domestic partnership under any state's law; (c) roommates; (d) common-law spouses; and (e) person(s) who wish to sublet the premises from the applicant or leaseholder.

If the long-term Guest will stay past 30 days, the leaseholder and long-term Guest will execute a Long-Term Guest Lease Addendum to obtain the Guest's consent to criminal background screening.

For each 90-day period of a Guest's stay, Hunt MH Property Managers, LLC will request an update on whether the Long-Term Guest intends to stay for an additional 90 days and note the extension in the leaseholder's file.

The long-term Guest qualifies for guest privileges only as long as the leaseholder resides in the housing community. A Guest has no right to the home as an occupant or remaining household member after the leaseholder dies or vacates for any reason.

A maximum of two long-term Guests per leaseholder are permitted to stay with the leaseholder at the same time. Extenuating circumstances will be taken under consideration for requests for more than two long-term Guests at the same time.

Guests must comply with the provisions of the Community Handbook, Lease Agreement, any lease addenda, and any applicable federal, state, and local laws.

Hunt MH Property Managers, LLC approval of the Guest does not constitute approval by or for the military branch or any other entities.

If the Guest disrupts the livability of the housing community, creates a nuisance, and/ or otherwise disturbs the quiet enjoyment of other households, Hunt MH Property Managers, LLC may prohibit or bar the Guest from the leaseholder's home and/or the housing community itself. Guests must be able to meet any applicable installation access requirements. Also, it is the leaseholder's responsibility to determine if any additional approvals are required, such as visitor passes.

Residents are not permitted to sublet all or any part of the Premises.

## **22. HOLIDAY & LIGHTING/ DECORATIONS**

### **Holiday & Lighting**

Holiday lighting is authorized for use between the hours of 1700 to 2200 hours from Thanksgiving Day until the second weekend in January. Decorative lighting for other time periods may be installed/displayed one week prior to the holiday and removed no later than three (3) days after the holiday. Holiday/decorative lighting is not permitted at any other time. All lighting must be removed from Premises and stored properly. Overloading of circuits and the overuse of extension cords must be avoided. Resident accepts any and all liability for damages to Premises or injuries caused by holiday or decorative lighting and other decorations. Exterior lighting, other than the above, is not permitted without prior approval from the NMO.

Lighting may not be left on when there is no one in the Premises.

Any lights or decorations attached to the Premises must not cause any physical damage. Gutter clips or similar clip devices are required for affixing exterior lighting; nails/screws/tacks are not permitted.

Resident will be held financially responsible for any incidental damage to the Premises resulting from the use of lights and decorations.

Roof decorations and lighting above the first floor roofline are not permitted. Resident will be required to immediately remove such decorations when discovered.

Canned "snow" or other similar substances must not be sprayed on windows, siding or brick facades.

## Exterior Decorations

Residents should feel free to care for their homes on the exterior; instilling resident and neighborhood pride. Any alteration request needs to be in writing to the NMO prior to making alterations. The following are some of the basic rules which apply to all homes:

- a.** One flag is permitted per home; most homes have a preinstalled flag receptacle. If your home does not have a preinstalled receptacle, contact the NMO for instructions.
- b.** Only patio furniture is permitted on the exterior.
- c.** Storage of items on the exterior is not permitted.
- d.** Signage of any kind is not permitted, unless otherwise authorized.
- e.** Child play items (bicycles, play houses, etc.) must be properly stored when not in use.
- f.** Exterior window shades are not permitted.
- g.** Structural installation of hooks to hang items such as plants is not permitted.
- h.** Canopies and tarps are not permitted. Only decorative, free-standing patio furnishing type canopies are permitted; all other items require approval by the NMO prior to installation.
- i.** Decorative landscape lighting (e.g., solar pathway lighting) is not permitted because it may damage the irrigation lines and interfere with landscape maintenance.

## 23. HOME BASED BUSINESSES / COMMERCIAL ENTERPRISES

Home based businesses and other commercial enterprises may be conducted at the Premises only in accordance with the following:

- a.** Resident must submit a written request and complete a Home Based Business Addendum and obtain prior approval from the NMO before operating a home business. The approval will apply to any Resident conducting a private business, including but not limited to selling or attempting to sell goods and/or services, cosmetics, household products, cleaning products, tailoring, tax preparation and other computer based businesses, dressmaking, etc.
- b.** Home based businesses must be appropriate to and contribute to the family environment of the Neighborhood.
- c.** Signage of any kind is explicitly prohibited, unless otherwise authorized.
- d.** Any business that uses or produces hazardous materials is not permitted. Violation of this term is cause for immediate eviction and recovery of damages by the Owner.
- e.** The breeding and/or raising of animals, birds, fish, etc., shall not be permitted.
- f.** Pyramid Sales are prohibited.
- g.** Childcare businesses - See CHILDCARE, Section 6.
- h.** All approved businesses must comply with federal, state and local laws regarding licensing, registration, taxes and insurance. The Resident will be required to bring appropriate licensing

and insurance information to the NMO prior to operating the business from their Premises. The business must operate within the guidelines contained within this Community Handbook and all subsequent updates. Resident is responsible for any damages to the Premises or from third parties arising from the conduct of the home - based business.

## 24. HOUSEKEEPING

Proper upkeep of the Premises from the time of move-in will help ensure that the Move-Out process will go smoothly and that charges for misuse will be kept to a minimum. The following housekeeping suggestions are provided to assist the Resident.

### Carpeted Floor Areas

The following suggestions are offered for maintenance and protection of carpeted areas:

- a. Do not use cleaning agents that contain bleach or bleaching agents for food or liquids spilled on carpets. They often cause as much or more damage than the original spill.
- b. Vacuum regularly to keep the carpet in good condition and to discourage dirt build up.
- c. Residents, Occupants and Guests are encouraged to eat and drink in non-carpeted areas, over a table to avoid permanent stains/damage.
- d. Use throw rugs, safely secured, on high traffic areas to prevent heavy soil build-up.
- e. Use carpet floor protectors under chair legs, tables, sofas or any furniture item that may scratch the floor or leave a permanent indentation.
- f. Resident is encouraged to remove shoes upon entering the Premises to prevent high traffic areas from becoming overly soiled.

### Tile, Hardwood, and Vinyl Floors

The following suggestions are offered to help protect the Premises floors:

- a. Lift heavy furniture rather than dragging across the floors to avoid damages.
- b. Never flood the floor with water or let water stand on the surface.
- c. Do not apply wax to no-wax floors. The NMO will point out the no-wax floors during Move-In. There are certain products on the market claiming to be shining agents for no-wax floors. Do not use these products, even if specifically made for no wax floors, as they are difficult to remove and sometimes cause damage to the surface during the removal process. Resident may be charged for damages to the floor caused by wax, shining agents or wax removers.

### Walls and Woodwork

The following suggestions will help protect walls and woodwork:

- a. Beds, tables, and chairs should not touch the walls.
- b. Bicycles, large toys, strollers, and such items should be moved through doorways with care.
- c. Provide children with blackboards or drawing pads to discourage writing on the walls. Resident will be responsible for cleaning all marks from the walls prior to Move-Out.



## Countertops

The following suggestions will help protect the countertops:

- a. Place a cutting board on the surface before chopping or cutting.
- b. Do not use an abrasive cleaner. Countertop cleaners are readily available and remove most spills, stains, etc.
- c. Use hot pads or trivets for hot pans and pots to prevent damage to countertops.

## 25. KEYS / LOCKS / GARAGE DOOR OPENERS / MAILBOX KEYS

Resident is provided at least two keys to the Premises during the Move-In. The Resident may also be provided with mailbox keys and garage door openers.

All devices (access cards, codes, keys, garage door openers, etc.) issued to Resident for access to common areas, pools, garages, Premises, etc. are the property of the Owner to be utilized solely by and held in possession of the Resident and authorized Occupants. These devices may be subject to additional rules and regulations as issued by Owner. Providing any entrance device other than a key or garage door opener to Resident's Premises to any person without first obtaining written permission from Owner, shall constitute a material breach of this Lease Agreement and Owner may terminate tenancy.

Locks shall not be changed, altered or replaced nor shall the Resident add new locks without the written permission of the Owner. Any locks permitted to be installed shall become the property of the Owner and Resident must promptly provide a key to the NMO.

All Premises keys, mailbox keys, and garage door openers are to be returned during the Move Out Inspection. There is a charge for lost keys, mailbox keys and garage door openers. If a key is lost, and a change of locks is necessary, Resident will be responsible for the charge.

## 26. LAW ENFORCEMENT

In Neighborhoods located outside the military installation, the local Police Department will be the primary provider of law enforcement services. Military Police will provide law enforcement services for Neighborhoods located on a military installation. All Residents, regardless of where they live, should call 911 in the event of an emergency. Your call should be properly routed to the appropriate emergency dispatch service PROVIDED YOU CALL FROM A LANDLINE. Calls made from cellular phones may not be routed to Military Dispatch services and may delay response.

Non-life threatening security concerns can be reported 24 hours a day.

The Owner or Owner's representative will cooperate with both Navy and local law enforcement agencies for justifiable entry onto the Premises.

## 27. LEASE AGREEMENT VIOLATION NOTICES

The below applies to Resident's occupants, and Guests. The NMO may issue a Notice of Violation/ Breach for the following violations, including but not limited to:

1. Unreasonably unsanitary conditions for interior and exterior of home;
2. Violations of any federal, state or local laws, including those prohibiting the use, possession or sale of illegal drugs;
3. Excessive or unreasonable noise;
4. Illegal parking;
5. Excessive and/or unreasonable litter or clutter in yard, carport, or breezeway.
6. Unreasonable failure to maintain front and/or backyards
7. Unauthorized pet or pets
8. Pest control noncompliance
9. Unauthorized repair of vehicles
10. Failure to observe posted speed limits or 15 MPH, whichever is less, or failure to obey stop signs.
11. Property Damage
12. Interference with the quiet enjoyment, including harassment and disruption, of the housing community's livability or otherwise annoying and disturbing, of any other Resident, NMO staff, contractors, or other persons engaged in lawful activity in the area.

Failure to cure and comply with the Lease Agreement, and Lease Addendum, Community Handbook, and/or federal, state, and local laws may result in tenancy termination (nonrenewal or eviction).

## 28. LIVE-IN CARE PROVIDER / AIDES

A live-in aide will be approved as a reasonable accommodation if the potential resident or resident has a disability-related need for the live-in aide. Residents shall not permit any live-in aide to occupy the home without prior written approval of the NMO, who will approve a live-in aide for a household based on the following:

- NMO third-party verifies that a household member needs the services of a live-in aide in accordance with HUD standards.
- NMO verifies that the person providing live-in aide services qualifies as a "live-in aide" in accordance with HUD standards.
- The live-in aide must have acceptable residency and criminal background screenings.
- The household member and proposed live-in aide must execute a Live-In Care Provider and Live-In Aide Addendum prior to the approval of the live-in aide's occupancy.

Occupancy by a live-in aide must not result in overcrowding of the home. The resident and live-in aide(s) may be moved to a larger home as a reasonable accommodation for the person requiring a live-in aide.

A live-in aide has no right to the home as a remaining household member after the resident requiring the live-in aide dies, moves to a long-term care facility, or moves out of the home for any reason.

## 29. LOCKED OUT OF RESIDENCE

Resident who is locked out during business hours should go to the Neighborhood Maintenance Office to obtain a key. If after hours, Resident may contact the Service Request Line.

Resident will be required to provide proper identification to receive access to the Premises. Resident who calls for lock out assistance more than twice in a calendar year will be assessed a charge. Residents should not take any steps to forcibly open the door to avoid significant charges.

The NMO will also charge a fee for replacement locks, additional keys and/or damages to the door.

## 30. MAINTENANCE

The Maintenance Team is responsible for the upkeep of the interior and the exterior of the homes. The team will be in uniform, have identification badges and be in easily identifiable vehicles. Maintenance personnel will be available to provide answers to maintenance questions.

Resident may submit a Service Request by telephone to the dedicated service request line or at the NMO. The Resident will be given a work order number for reference. Service Request Dispatchers will receive and respond to calls during designated business hours as specified on the community website. A centralized Call Center Operator will receive service calls and dispatch an on-call service technician after hours, weekends, and holidays to provide 24 hour, 7 day a week coverage. Service calls will be classified depending on the nature of the request and the danger to the safety of the Resident and the Premises. Calls received and considered routine will be issued the next regular workday. Emergency Maintenance is provided 24 hours a day.

In the event of an emergency (for example: flooding) the Property Manager will enter without prior notification.

For the Resident's convenience, a Permission to Enter program is available for service calls. This will allow the Owner's maintenance technician to enter your home to complete your requested work should you not be home. A Permission to Enter Authorization Form can be obtained at the NMO.

### Owner Initiated Orders

There are certain repairs, replacements, inspections, and maintenance that the Property Manager is required to perform for the Owner. The NMO will contact the Resident, explain the work to be done, and establish a time for the work to be accomplished.

Examples of required work orders initiated by the maintenance office are as follows:

- a. Warranty inspection and follow up
- b. Lead based paint inspection and follow up

- c. Pest control services
- d. Fire suppression systems inspections/maintenance
- e. Furnace and boiler inspections
- f. Preventative maintenance
- g. Condition assessments

Work will be scheduled to cause the least amount of inconvenience to Resident whenever possible. However, Resident may not refuse entrance onto the Premises by Owner, the Neighborhood Management Office or its contractors when notified at least 48 hours in advance, and the requested time is during reasonable working hours. Owner, Property Manager or its maintenance contractors may enter Resident Premises when Resident is absent to perform such scheduled work.

Preventative maintenance inspections and services will be scheduled with Resident at least five (5) days in advance unless a situation is deemed an emergency.

## 31. MAINTENANCE TIPS

### General Maintenance Information

Please report any and all needed repairs to the Maintenance Service Request Line or to the NMO. For maximum efficiency, report repairs in the morning whenever possible.

In the event your service request is not completed to your satisfaction and the NMO seems unable to provide a solution, please feel free to contact the General Manager or submit comments via the website [NorthWestMilitaryHousing.com](http://NorthWestMilitaryHousing.com).

### Access to Premises

Whenever maintenance technicians or exterminators enter the Premises to perform work and the Resident is not home, a copy of the Service Request will be left detailing the work that was performed. Written permission must be supplied from Resident to the Property Manager authorizing the Property Manager to allow entry to the Premises during the Resident's absence for purposes including but not limited to delivery companies, moving van representatives, out of town Guests and relatives. Owner reserves the right to enter the Premises under reasonable circumstances. In all but emergency situations, Resident will be notified 48 hours or in the case of preventative maintenance, 5 days before scheduled entry. Permission to enter is not required in an emergency situation.

**Pets:** It is the Resident's responsibility to kennel or restrain pets for all scheduled maintenance and/or inspections.

### Peace of Mind

Please notify the Maintenance Service Request Line of any burned out exterior or common area lights, faulty locks, lost keys, etc.

Please report immediately to police and then to the NMO or 24-hour Call Center any suspicious persons and any strange or unusual vehicles. Please request credentials from all maintenance technicians before allowing entry.

## 32. GENERAL MAINTENANCE TIPS

### Plumbing

The commodes and other water and sewer apparatus and fixtures shall not be used for purposes other than those for which they are designed. Occasionally there may be a problem with stopped up sewer and plumbing lines. Do not allow objects such as diapers, toys, feminine hygiene products, shop towels, baby wipes, paper towels etc., to be flushed down the toilet. Charges may be assessed for the removal of such objects. If a toilet overflows, first turn the water off at the valve below the flush tank. The maintenance dispatcher answering the Maintenance Service Request Line will classify the service call as an emergency, critical urgent or routine service order request. Keep a plunger on hand for use on simple toilet clogs.

### Light Bulbs

Your home is supplied with light bulbs at time of move-in. The Resident must replace all other burned out light bulbs with bulbs of like-kind. Please report unlit bulbs over walkways, halls, or common areas to the Maintenance Service Request Line.

### Furnace Air Filters

Air filter(s) will be new at move-in. Resident shall inspect and replace filter at least twice a year. **Filters are available for pick up at the Neighborhood Maintenance Office or you may call the Maintenance Service Call Line for assistance.**

## 33. MOVE-IN PROCESS

After Resident has selected their new home, the NMO will assist with the completion of the Lease Agreement, any applicable addenda and documents for payment of Rent, as applicable.

The Resident will be given all necessary telephone numbers for service calls, the NMO and the General Manager as well as contact information for local services, law enforcement and animal control.

The Resident and the NMO's representative will visit the Premises and together complete the Move-In/Move-Out Property Condition Report at move-in. Special features such as no-wax floors will be pointed out to the Resident at that time. Designated parking, if applicable, will be identified as will the proper storage of refuse and recycling bins. Within three (3) business days of the Commencement Date of the Lease Agreement, should the Resident find additional issues, they may return to the NMO to complete a list detailing any deficiencies noted within the Premises. This list will be added to the original move-in paperwork.

Premises keys, mailbox keys (or instructions) and garage door openers will be issued at time of move-in.

## 34. MOVE-OUT PROCESS

Resident must notify the NMO of the intent to move out as soon as possible, but in no event less than thirty (30) days prior to move out, unless otherwise provided for in the Lease Agreement. In accordance with the Washington Residential Landlord-Tenant Act, a Resident on a month-to-

month Lease Agreement, vacating at the end of a calendar month, need only provide twenty (20) days notice (i.e., notify Hunt MH Property Managers, LLC in writing by the 10th of the month).

The Resident may terminate the Lease Agreement with less than twenty (20) days notice if military orders are received with less than twenty (20) days notice. The NMO will provide an "Intent to Vacate" form, which, when submitted timely to the NMO, fulfills the Lease Agreement requirement to notify the Owner in writing. Military Residents with a month-to-month Lease Agreement wishing to vacate on a date prior to the end of the month are required to give thirty (30) days notice of their intent to vacate.

Resident will be scheduled for a Pre-Move-Out Inspection appointment to review the condition of the Premises and prepare the Resident for the Final Move-Out Inspection. During this review, the Resident may discuss any concerns about the Final Move-Out Inspection, anticipated damage charges or other assessments (if any), the overall process, and any other issues of concern in preparation for the Final Move-Out Inspection. Deficiencies identified in the Move-In/Move-Out Property Condition Report and not remedied by Resident will be remedied by Owner and associated costs will be the responsibility of the Resident. Residents will be given written instructions on cleaning requirements for the Premises, noting any areas needing special attention. (See Exhibit B-1.)

Any alterations made to the Premises must be restored to the original condition or remain in place if previously authorized in writing by the NMO. The Resident shall be required to pay for such alterations not corrected or restored to original condition. If the Resident moves out prior to paying for the alterations, Property Manager will actively pursue payment through all appropriate means under federal, state and local laws.

At the time of the actual move-out, the NMO and the Resident or a Resident appointed representative will again jointly assess the condition of the Premises, sign the Move-Out Inspection Report, and return all keys and other access devices to the NMO. The NMO will assist Resident in completing any paperwork associated with the Move-Out procedures.

### **Move- Out Refunds**

Rent is collected in arrears via allotment, therefore any refunds due upon move-out cannot be paid until BAH is received by the Owner on or about the first of the following month. After BAH is received, the necessary paperwork will be processed immediately to ensure Resident that any monies due are refunded as soon as possible. The NMO will provide information by appointment regarding any Rent refund due upon Resident's submission of the "Intent to Vacate" form.

## **35. MOVE-OUT PROCESS FOR EARLY TERMINATION**

The Lease Agreement of a service member Resident is automatically terminated, unless otherwise approved by the NMO, upon departure as a result of permanent change of station orders assignment or if the Resident is no longer active duty military. The Lease Agreement may also be terminated under certain conditions provided for in the Lease Agreement such as when the Resident receives temporary duty or deployment orders to a location equal to or in excess of ninety (90) days duration to depart thirty-five (35) miles or more from the Premises. In addition, a Resident that is a service member shall have the right to terminate the Lease Agreement as provided in the Service members' Civil Relief Act, as shall Resident's dependents as provided in the Service members' Civil Relief Act.

In order to terminate the Lease Agreement, Resident (or, in the case of death, an adult member of the immediate family or personal representative of the estate) shall provide Owner a written thirty (30) day notice of intent to vacate (accompanied by appropriate forms/documents evidencing the circumstances giving rise to such right). The foregoing thirty (30) day period may be reduced or waived by the General Manager or designee under special circumstances. If the notice requirement is waived or reduced, the terminating Resident(s) will not be assessed a penalty for early termination. However, Resident is still responsible to turn over the Premises in accordance with the terms of the Lease Agreement.

Resident has the option to terminate the Lease Agreement prior to the Lease Expiration Date for any reason. Resident must submit to Owner at least thirty (30) days prior to the early termination date, a request in writing, a \$250 Early Termination Fee (except in those circumstances defined in the Lease Agreement), together with any outstanding Rent or other amounts owed to Owner pursuant to the terms of the Lease Agreement.

## 36. NEIGHBOR RELATIONS

Resident is reminded that living in close proximity to other families poses certain challenges and opportunities to build lifelong relationships.

Following are a few simple rules that will help ensure a positive living environment for everyone:

- a. Keep household noise to a minimum and follow guidelines on quiet hours (quiet hours are between 2200 to 0600 hours). Please remember neighbors often work different shifts.
- b. Keep the Premises, including the yard, clean and free of any unsightly refuse.
- c. Make neighbors aware of private gatherings, BBQs or parties that may cause parking difficulties or noise.
- d. Pick up after your pets.
- e. Pick up toys not in immediate use.
- f. Difficulties with a neighbor must be settled peaceably. If all efforts meet with failure, file a complaint with the NMO. The NMO will investigate and attempt to gain resolution to the problem. The complaint, investigation performed, results, and action will be made a matter of record and placed in the file of the Resident filing the complaint and the Resident named in the complaint.

### Attire

Residents and their visitors must wear proper street apparel in all public and common areas. Robes, nightgowns, slippers and pajamas are not considered proper street attire and are prohibited. Residents must be fully clothed at all times while in all public and common areas. Residents are prohibited from engaging in indecent exposure-partially or not clothed that is unwelcome, unwanted, and/or offensive to others whether in any public or common area, or when visible from outside home from windows, sliding glass doors, etc.

### Standards of Conduct for Residents, Other Occupants, and Visitors

Residents are responsible for their own actions and those of their household, visitors, and live-in aides while in the community. Everyone is expected to behave in a manner which does not interfere with the rights, safety, or well-being of others, neighbors, NMO staff and Management

(whether or not living on-site), live-in aides, visitors, vendors, contractors, and/or any other service personnel and, therefore, must refrain from the following prohibited actions:

1. Conduct that physically harms another person, including but not limited to, physical assault, stalking, menacing, and/or any other hostile, unwanted, unwelcome, and/or offensive physical contact.
2. Verbal or written communications that threaten physical harm, are verbally abusive, and/or are hostile, unwanted, unwelcome and/or offensive.
3. Verbal or written communication or non-verbal gestures that are four-letter words, vulgar, profane, obscene, sexually explicit, request private or confidential information, and/or are hostile, unwanted, unwelcome, and/or offensive.
4. Comments constituting racist, ethnic, or sexually epithets or slurs and/or any other comments directed at national origin, language, color, religion, sexual orientation, or sex/gender.
5. Comments constituting sexual harassment and/or racial or ethnic harassment.
6. Comments constituting harassment, epithets, or slurs against persons with disabilities.
7. Making repeated menacing telephone calls, including but not limited to, false reports or false-alarms to Management or Management's answering service.
8. Making continued or repeated disturbing noises or boisterous conduct which is excessive and/or unreasonable.
9. Urinating or defecating in public areas.
10. Conduct resulting from alcohol abuse.
11. Carrying or discharging guns, firearms, BB-guns, martial arts weapons, or any other weapons prohibited by federal, state and local laws, regulations, and ordinances in any common or public areas.

## **37. NUISANCE (DISTURBANCES AND NOISE)**

Resident, Occupants, and Guests are expected to conduct themselves and their pets at all times in a manner that will not offend or disturb other Residents, Guests, NMO staff, or other visitors to the Neighborhood. Any activity causing extreme or excessive noise, excessive traffic, repetitive or excessive disturbance of any kind, or disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Neighborhood is a lawful cause for eviction. This includes, but is not limited to, behaving in a loud or obnoxious manner, excessive noises by pets, or destroying any part of the Premises or Neighborhood. These actions are considered a "Nuisance" and a serious violation of the Lease Agreement.

Owner has the right to bar individuals from the Premises. Resident must inform Guests of all Lease Agreement provisions regarding use of the Premises and other terms and conditions contained in this Community Handbook and/or the Addenda to the Lease Agreement. Resident's Guests that violate these provisions may be barred and/or arrested for criminal trespassing, after they have received a barred notice and been placed on a barred list by Owner. If Resident or Occupant allows a known barred person onto the Premises, it will be considered a material breach of the Lease Agreement and may result in immediate eviction from the Premises.



## 38. OCCUPANCY LIMITS

Occupancy is limited to the Residents and Occupants identified on the Lease Agreement.

## 39. PARKING

A carport/garage and/or designated parking spaces have been provided for most Premises. Residents who keep more than two (2) vehicles on the Premises may be required to remove the excess vehicles if conditions become too crowded and/or complaints are received. A garage or carport is considered a "designated parking space". No additional parking will be allocated for vehicles displaced by storage of personal goods.

Resident will keep all vehicles in good operating order with valid and current inspection/safety stickers, if applicable, state tags and insurance.

Under no circumstances shall any vehicle be parked or driven on lawn areas or parked in front of mailboxes. Mail will not be delivered if the box is blocked.

Resident is responsible for keeping carport or garage clean of oil and debris. Oil drippings should be removed using absorbent materials (kitty litter or oil absorbents) and not washed into the drainage system, with or without detergent. Because vehicle fluid loss may be hazardous and damaging to the parking lot surface, vehicles experiencing fluid loss must be repaired or removed from the premises as soon as detected. Owner will contact the Resident for vehicle removal upon instances of fluid loss. Resident is responsible for any damage caused to asphalt or concrete surfaces resulting from their vehicle's fluid loss.

Resident shall not store vehicles for other people or grant permission to others to park in the Neighborhood. All unauthorized vehicles will be towed at the vehicle owner's expense.

Resident shall not park in driveways or carports of any other residence; including vacant homes.

Bremerton Only: The open parking lot located on Mahan Drive is available for Bremerton residents only. A separate decal is required to utilize this parking. All unauthorized vehicles will be towed at the vehicle owner's expense.

All motorcycles must be parked in a garage or use a kick plate. Motorcycles are not permitted on sidewalks, in landscaped areas or in the Premises.

Recreational vehicles (campers, trailers, boats, etc.) are not permitted to be parked in the neighborhoods at any time; however, such vehicles may be parked within the confines of the garage on the Premises.

Moving vehicles are allowed on property during the day and are allowed to stay overnight only if the vehicle fits in the confines of your driveway. If the moving vehicle does not fit in the confines of your driveway, it is not permitted to be stored on site unless prior written permission has been provided by the NMO.

Moving trailers are not allowed to be dropped/unhitched on site for any period of time.

Moving pods must be placed in the confines of your driveway and require prior written authorization from the NMO.

Guests who intend to stay longer than forty-eight (48) hours must register their vehicles with the NMO. A guest Parking Pass will be issued authorizing your Guest to park on the property.

Residents, Occupants, Guests and invitees must adhere to posted speed limit signs and any notices to vacate any parking areas for maintenance of facilities.

Owner shall not be responsible for any theft or damage to vehicles parked in the Neighborhood.

Vehicles found in "No Parking" areas, red zones, blocking access, without current registration, inoperable, stationary for extended periods of time, or in accessible spaces for people with disabilities (without a permit) may be towed at the vehicle owner's expense and risk. A tow warning sticker will be attached posted on the vehicle before towing. Residential garages must be used for vehicle parking; they are not intended for storage.

#### **40. PERSONALLY OWNED PLAY EQUIPMENT AND NEIGHBORHOOD PLAYGROUNDS**

Personally owned play equipment is discouraged. Personally owned play equipment shall be kept in good working order, and shall not be secured to the ground using concrete anchors. Play equipment should be limited to toddler plastic swing sets and sliding boards. If personally-owned play equipment is installed, it must be confined to the Resident's fenced-in backyard. If digging is required as part of the installation, approval in advance must be obtained from the NMO.

Playgrounds are provided throughout the Neighborhood for Resident, Occupant and Guest use and enjoyment. Although the playgrounds and common areas are cleaned and mowed on a schedule by the maintenance technicians, Resident is responsible to police the area and supervise children such that the area is clean when the Resident, Occupant and/or Guest leaves.

Parents are responsible for the behavior, safety, proper discipline and well-being of their children, regardless of age.

#### **41. PEST CONTROL**

Routine control of normal household pests, along with keeping all pets free of fleas and ticks, is a Resident responsibility. The use of non-residual insecticides labeled for safe application by the general public, such as household spray insecticides, is expected of the Resident. Resident should contact the Maintenance Service Request Line for assistance for infestations of pests that are not responding to the use of non-residue insecticides by the Resident and require professional control measures.

As a general rule, poor housekeeping is the main factor in cockroach infestation. Roaches and mice thrive on leftover food placed on sinks, counters, in cupboards, on unwashed dishes, and on food left out for pets. Roaches may also feed on paper and glue products, including shelf paper. Some things the Resident can do to control roaches, mice and other household pests are:

- a.** Deposit garbage in trash cans in plastic bags.
- b.** Wipe up spilled foods or drinks immediately.
- c.** Do not keep empty soft drink cans or bottles under the sink, and rinse them well before placing in recycling bins.

- d. Keep soiled clothing in a clothes hamper or other container. Wash clothes frequently enough that clothing does not pile up all over the floor.
- e. Store leftover food in airtight containers.

In the event the Premises requires extermination, call the Service Request Line. Please prepare for extermination services as follows:

- a. Remove all items from under kitchen and bathroom sinks.
- b. Pick up toys or other objects that may interfere with treatment application.
- c. All persons and pets should vacate the premises during treatment and should not reenter the home until treated floors, carpets and rugs are thoroughly dry. Under normal conditions, this may take 1 to 3 hours (4 hours are recommended).
- d. Remove pet birds from the house, or if the bird(s) cannot be removed, place in a ventilated room that will not be serviced.
- e. Turn off aquarium air pumps and cover tanks and pumps with plastic wrap. Pumps can be restarted about 3 hours after treatment.

After service, it is common to see an increased amount of insect activity as the specially formulated applications disrupt nesting and hiding sites.

## 42. PET POLICY

No pets are allowed at the Premises without the prior written consent of the NMO and a Pet Addendum signed by Resident and the NMO. The Pet Addendum must be updated annually. Only certain types and quantities of pets are permitted as set forth below. Keeping a pet for any duration without written consent in a signed Pet Addendum is a material breach of the Lease Agreement. Failure to comply with the Pet Policy and Pet Addendum may result in the removal of the pets from the Premises and/or eviction of the Resident from the Premises. Any Resident who has been required to remove a pet due to violations of the Pet Policy or the Pet Addendum will not be permitted to have any pets on the Premises.

Residents and Occupants are responsible for informing their visitors that visitors' pets are not allowed in the home or in the common areas. Residents are not permitted to use their home to care for pets belonging to other persons without the prior written consent of the Owner.

The keeping of pets is a conditional privilege extended to the Resident exhibiting responsible behavior and in control of the pet. Resident is financially and legally responsible for all pets. Resident must comply with state and local laws and installation policies governing pet ownership, including laws regarding licensing and vaccinations.

### **Pets Permitted with Prior Written Approval**

**Dogs, cats, fish, birds, hamsters, gerbils, guinea pigs, small domesticated turtles** and other animals not expressly prohibited below will be permitted if approved in writing in strict accordance with this Pet Policy.

## Prohibited Pets

- Sylvan animals (animals found in the woods or groves such as skunks, rats, raccoons, ferrets, rabbits, and rodents).
- Wolf hybrids
- Barnyard animals such as pigs, chickens and other poultry
- Exotic animals such as pot-bellied pigs, monkeys, reptiles, arachnids and amphibians. Reptiles include large swimming land turtles and non-swimming tortoises
- Animals prohibited under federal, state and local law
- Animals restricted by local municipalities, such as certain dog breeds. For example, the City of Oak Harbor has regulations for full or mixed breeds of the American Pit bull terrier, Staffordshire bull terrier, and the American Staffordshire terrier. These dogs are required to be kept in a proper enclosure unless the dog is muzzled or restrained by a substantial chain or leash and is under the control of a person over the age of eighteen (18).

## Policies Applicable to Approved Pets

Approved Pets are permitted subject to completion of a Pet Addendum and an annual update.

- Dogs will generally not be allowed in homes that are located on the second floor above another home. All cats and dogs four months of age or older must have an embedded microchip or other accepted system of pet identification for identification purposes, be licensed in accordance of all applicable laws and regulations and wear a collar with the city and county dog tag attached. Licenses must be renewed on or before expiration date of current tags. Dogs and cats must also wear tags with owner identification and house number.
- Number of Pets: There is a limit of two pets per household. For purposes of the count, only dogs and cats will be considered. Other pets (fish, birds, gerbils, hamsters, guinea pigs, or other pets in a cage or tank) will be evaluated on a case-by-case basis.
- The pet(s) must have current inoculations and Resident shall submit records of inoculation upon NMO's request. Rabies immunizations are required for dogs and cats and must be documented with tags on the pet's collar.
- While liability insurance is not required, pet owners are encouraged to consider obtaining such insurance, as the pet owner will be liable for injuries caused by a pet. Resident may be liable for the entire amount of any injury to the person or property of others caused by such pet(s).
- Resident's liability for keeping pets includes, but is not limited to, property damages, cleaning, deodorization, flea or other pest extermination costs, carpet or other flooring replacement. In many cases, a pet owner will be liable for carpet and pad replacement upon move out.
- All permitted animals except dogs and cats must be kept in cages or tanks at all times. Dogs must be confined to the Premises or restrained by a leash or fence in the back yard of the Premises and may not be tied to common area trees, porches or any common area in the Neighborhood. Dog leads are not permitted except in the confines of the Resident's fenced-in backyard when attended. Restraint shall include leashing or chaining the animal to a

stationary object to preclude the animal from running free or interfering with the normal flow of pedestrians and traffic. **Restraining dogs in front of the Premises is prohibited.**

- Invisible fences are not permitted unless written approval is obtained from the NMO in advance; use the Alterations Request form provided by the NMO.
- All dogs must be on a leash upon leaving the Premises and while on Neighborhood grounds. Both dogs and cats must be appropriately and effectively restrained and under the control of an individual while on the Premises and in the Neighborhood. No pets are permitted in the Community Center rooms or offices.
- Disposal of pet waste droppings is to be handled as follows:
  - a. Cats:** Cats must have a litter box. Litter should be cleaned daily. The litter must be wrapped and sealed before being disposed of in the trash.
  - b. Dogs:** Where a “doggie walk” has been designated, dogs are to be walked in that particular area of the Neighborhood, and Resident must pick up and remove any droppings immediately. Dog owners are not permitted to leave pet waste droppings in their yard or **anywhere** in the Neighborhood. Dog owners must carry a disposal bag and immediately clean up after their animal. The picked up droppings must be wrapped and sealed before being disposed of in the trash. Violation of this regulation will result in an automatic waste removal charge of \$20.00 per occurrence.
  - c. Other Pets:** Droppings and cage litter must be frequently and regularly disposed of in wrapped and sealed bags. These bags should then be disposed of in the trash.
- Noise and Odors: Pet owners are responsible to control pet noise and odor.
- Breeding: Residents may not breed animals on the Premises. If a pet has an unexpected litter, once the babies are weaned, they must be removed from the Premises.
- Inspections: The NMO will have the right to inspect the Premises, upon notice to the Resident, if written complaints have been received or upon demand (after a 24-hour notice) if the NMO has reason to believe the pet is a threat to the health and safety of other Residents or the Neighborhood.
- Bites: All pet bites must be reported immediately to the local animal control agency and the NMO regardless of when or where the bite occurs. Any pet bite shall result in the immediate and permanent removal of the pet from the Premises.
- The following fees/charges apply at move out:
  - a.** Residents who own or have owned animals must have their home professionally treated by a NMO approved vendor for fleas, ticks or any other infestation prior to move-out if required; an approved vendor list is available at the NMO. Resident must provide the NMO proof of treatment. This proof can be a payment receipt or contractual agreement. If proof is not provided upon move out the NMO shall perform this service at the Resident’s expense.
  - b.** In many cases, a dog or cat owner will be liable for carpet and pad replacement upon move out when pet damages are present.

- c. Upon move out Resident will be charged a pet sanitation fee. This is a separate treatment cost from the above, pest infestation treatment.

### **Assistive Animal Policy**

Animals used to assist persons with disabilities living in the housing community or who visit the housing community are not subject to the pet ownership rules. Assistive animals are not pets. They are animals that work, provide assistance, or perform tasks for the benefit of persons with disabilities, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistive animals are often referred to as "service animals," "companion animals," "support animals" or "therapeutic pets" and perform disability related assistance or provide the disability-related benefit needed by the person with the disability.

Residents granted assistive animals must sign an Assistive Animal Agreement.

The Owner may refuse to change policies if:

- The animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation.
- The animal would cause substantial physical damage to the property of others.
- The presence of the assistive animal would pose an undue financial and administrative burden to the Owner.
- The presence of the assistive animal would fundamentally alter the nature of the Owner's services.

The fact that a person has a disability does not automatically entitle him/her to an assistive animal. There must be a relationship between the person's disability and his/her need for the animal.

The Owner may not require a resident to pay a fee or a security deposit as a condition of allowing the resident to keep the assistive animal. However, if the individual's assistive animal causes damage to the home or the common areas of the housing community, at that time, the Owner may charge the individual for the cost of repairing the damage.

### **Removal of Pets**

The NMO has the right to act immediately if a Resident is unable or fails to properly care for a pet and the pet is abused, neglected, aggressive, sick, injured, or deceased. The NMO will contact the Resident's designated point of contact upon determination of inadequate Resident response to such problems or emergencies. If the designated point of contact is of no assistance, the NMO will contact a local animal shelter, animal control, or other appropriate authority to remove the pet at the pet owner's expense. The NMO has the right to enter a Premise and remove a pet that has become vicious or is a threat to other Residents if the Resident refuses to remove the pet or cannot be contacted.

On the occasion of a loose or unattended pet, the NMO will contact the Resident pet owner. The Resident must immediately retrieve the animal. The NMO will contact the appropriate authority to pick up the animal if it remains loose.

Owner Liability: Owner and/or its Agent are absolved by the Resident or designated point of contact of any or all liability, financial or otherwise, for actions taken on behalf of the Resident pet owner or the well-being of the pet as may be permitted by state or local law.

### **PET BITE, PET GONE POLICY:**

Any pet that bites or has bitten a human, regardless of circumstances, is not eligible to reside in the Premises or Community and must be immediately and permanently removed from the Premises and the Community. In addition, any pet that viciously attacks another pet may be subject to the same policy.

## **43. REFUSE COLLECTION AND RECYCLING**

### **Refuse**

The Owner provides appropriate refuse bins for collection in all Neighborhoods, at no additional cost to the Resident. Refuse in excess of the appropriate refuse bin capacity will be at an additional cost to the Resident. The following policies are to be followed:

- a.** Resident will be issued trash/refuse bin(s) during Move-In.
- b.** Resident is responsible for the refuse bin(s) and will be charged for replacement if damaged, lost or stolen.
- c.** Resident will be responsible for regular cleaning of the bin(s).
- d.** Refuse bins must be at the curb before 0700 hours on the scheduled pick-up days, unless otherwise instructed by the NMO. If desired, Resident may place the refuse bins at curbside after 1800 hours the day before collection day.
- e.** The bins must be returned to proper storage by 2000 hours on the day of collection.
- f.** Plastic liners and covered trash bins minimize odor and pest control problems.
- g.** Toys and bicycles left within close proximity of the refuse bin may be accidentally picked up.
- h.** Large, bulky items such as mattresses, furniture, and appliances will not be picked up with regular trash pickup. Contact the NMO for appropriate disposal locations.
- i.** Car batteries must be disposed of through a local battery recycler. The disposal of automotive fluids (e.g., oil, grease, brake fluid, radiator coolant, hydraulic fluid, etc.) or any other toxic or hazardous substances onto the ground or into the storm water drainage system or sewage collection system is strictly prohibited. Propane tanks must not be disposed of in trash receptacles or in any dumpster. Please contact the NMO if you have questions on correct disposal procedures.

### **Recycling**

Recycling is strongly encouraged and is mandatory in most communities. Recycling containers must be properly stored with trash bins.

Recycling and compost is a separate collection and may not be picked up with normal trash collection.

## **44. RELOCATION PROCESS**

Relocation due to construction or for maintenance reasons may be necessary during a Resident's occupancy in the Neighborhood. Should this occur, Resident will be assisted by the NMO. The

affected Resident will be required to sign a Relocation Addendum which will provide additional information relating to aspects of a required move.

For relocations due to Changes of Status – See Section 5.

Any questions should be directed to the NMO.

## 45. RENT COLLECTIONS

### **Rent Collections – Current Residents:**

If any rent is not paid by the fifth (5th) day of the month, unless paid by Allotment or UDEFT, the Resident must pay a late fee of \$50.00, which is deemed additional rent. NMO will make reasonable attempts to telephonically contact the Resident on or about the 6th of the month to advise the Resident of the delinquency. If Resident fails to pay the amount due by the 10th of the month, a 3-Day Notice to Pay Rent or Vacate will be served upon the Resident in accordance with the Washington Residential Landlord-Tenant Act. A copy of the 3-Day Notice to Pay Rent or Vacate will be provided the NHSC. If the Resident fails to respond within 3 business days of receipt of the 3-Day Notice to Pay Rent or Vacate, the Property Manager may initiate legal action to evict the Resident.

### **Outstanding Charges – Current Residents:**

Residents sometimes incur charges not related to rent during their tenancy. Such charges must be paid immediately to the NMO. If payment is not rendered, the NMO may initiate eviction proceedings.

### **Outstanding Charges – Departing / Past Residents:**

Residents who move-out of a Neighborhood with a balance owed will have thirty (30) days to pay in full or establish a payment plan from the time of the move-out date. If payment or payment plan is not rendered or established within thirty (30) days of move out date, the NMO will initiate collection through a collection agency. If Resident fails to make a payment as agreed upon, Resident's account will immediately be referred to a collection agency.

### **Returned Checks – Current and Past Residents:**

Checks returned due to insufficient funds will not be re-deposited. If a check is returned to the Agent, the Resident will be served with a legal notice and assessed a twenty-five dollar (\$25.00) fee, plus any late fees, if applicable, which are deemed additional rent. If the Resident does not redeem the returned check with a cashier's check, certified check or money order by the expiration of the legal notice, the Agent will initiate eviction proceedings and notify the NHSC. Should the Resident have more than two returned checks for insufficient funds, other forms of payment may be required.

## 46. RENTER'S INSURANCE

The Owner has provided insurance coverage in the amount of \$10,000 for the loss of Resident's personal property at no cost to the Resident. There is a \$250 deductible payable by the Resident. The insurance provides replacement cost coverage, with limited coverage for high value items such as jewelry, silverware, antiques, etc. Resident acknowledges being advised to obtain additional insurance at Resident's expense if the anticipated loss of Resident's personal property is expected to exceed the covered amount. Residents are encouraged to purchase their own Liability Insurance.



Residents will be provided with the Renter's Insurance summary at move in. Insurance claim packages are provided at the NMO upon request.

## 47. SAFETY

**Emergency numbers are provided on page 1. A Resident Safety Pamphlet is included as Exhibit D to this Community Handbook.**

Safety on the Premises and in the Neighborhood is the responsibility of each Resident, Occupant and Guest. Below are a few policies and guidelines to be followed to help assure a safe environment for all:

### Barbecue Grills

Outdoor grills are permitted only outside the home no closer than ten (10) feet to the house or fence. Barbecue grills should not be left unattended when in use or while still hot. Cooking food in the front yard or on covered balconies, and/or patios using hibachis, grills, etc. is prohibited. Do not dispose of ashes or hot coals until coals are completely out and cold to touch.

### Bicycle/Skating/Skateboard

Bicycle helmets are required in all Neighborhoods for all cyclists, including children in safety seats, regardless of age. Helmets and other protective gear are required for skaters and skateboarders.

### Children's Safety

Resident is responsible for the safety, care and actions of Resident's own children and children in Resident's care. Please instruct children not to play in the streets, alleys or parking lots.

### Disaster

Residents should familiarize themselves with the local area shelters and evacuation routes and plans. Should severe weather conditions ever arise, please listen to local radio or television stations for shelter designations and instructions set forth by Civil Defense and your local law enforcement agency.

The Federal Emergency Management Agency recommends that each family have an emergency kit readily available for transport in case of severe weather, hurricane, earthquake or other emergency. A Disaster Supply Kit list is attached as Exhibit C to this Community Handbook.

### Fire Pits & Tiki Torches

Fire Pits, including free standing fire pits, Tiki Torches or like items are not permitted.

### Fire Protection

The Resident is responsible for ensuring their Premise's compliance with all applicable fire and life safety standards. For further information regarding questions on fire prevention, please contact the local Fire Department.

Suggested tips in case of fire in your home:

- a. DO NOT PANIC! KEEP CALM.
- b. DO NOT TRY TO PUT THE FIRE OUT BY YOURSELF.

- c. LEAVE THE ROOM WHERE THE FIRE HAS STARTED AND CLOSE THE DOOR.
- d. HAVE ALL THE OCCUPANTS VACATE THE HOME
- e. CALL 911 FROM YOUR NEIGHBOR'S HOME IMMEDIATELY
- f. AFTER YOU HAVE LEFT YOUR HOME, DO NOT RETURN UNTIL THE FIRE HAS BEEN PUT OUT AND APPROVAL HAS BEEN GIVEN BY THE FIRE DEPARTMENT.

**Fire Protection - Alternate Plan: If you cannot leave your home:**

- a. If door is hot, or smoke is seeping in, cover cracks and vents around door preferably with wet towels or other natural (non-synthetic) items.
- b. Go to a room with an outside window; close all doors between you and smoke or fire.
- c. Open window for air and hang sheet or blanket out to signal for help.

**Fire Prevention**

Following are suggested tips for fire prevention:

- a. Locate all possible exits from a room and/or floor and discuss escape routes with family members. Select a meeting place for all family members once they are clear of the home. Hold a fire drill for your home to practice the family escape plan.
- b. The telephone number of the fire department and all emergency services should be readily available by your phone. In the event of an emergency, call 911.
- c. If you are aware of a Resident who is an invalid or is confined to a bed, please contact emergency services if you suspect there is a fire.
- d. Do not smoke carelessly.
- e. Do not put food on the stove to cook and go to sleep or leave your home.
- f. Do not overload your electrical outlets. If any appliance or TV starts smoking, pull out the plug and call the Fire Department.
- g. When you leave your home for any length of time, make sure that the stove, TV or any other electrical appliance is turned off.
- h. Do not try to remove a burning pan of grease or food from the stove. First, turn off the burner beneath the pan. Then smother the fire by using a cover or baking soda. Wait for the pan to cool before removing. It would be helpful to keep a large box of baking soda open and near your stove.
- i. Cover unused outlets with outlet covers so that children cannot place items into them.
- j. Do not leave electrical cords where children can reach them or use extension cords as a permanent connection. Electrical and extension cords should not be run under carpets, tacked to the wall or run between doorways or through door holes in the walls.
- k. Dryer lint traps should be cleaned before each use of the dryer.

Resident is responsible for the safe operation of interior gas fireplaces where provided. The Relocation Specialist will instruct the Resident on the safe and proper use of the fireplace at Move-

In. Contact the NMO if not comfortable with the operation of the fireplace. Residents with wood burning fireplaces will be provided an informational handout.

### **Garage Doors**

Garage door springs, cables, brackets and other hardware attached to the springs are under very high tension and if handled improperly, can cause serious injury. We recommend that you report all malfunctions to the NMO so qualified professionals can make the necessary repairs/adjustments. A few simple precautions can protect family and friends from potential harm. Please take a minute to read the following safety tips:

- a.** Do not stand or walk under a moving door.
- b.** Do not let children play with or use the transmitters or remote controls.
- c.** Teach children about garage door and opener safety; explain the danger of being trapped under the door.
- d.** When using the pushbutton or transmitter, keep the door in sight until it completely stops moving.
- e.** Teach children to keep their hands and fingers clear of section joints, hinges, tracks, springs and other door parts.
- f.** Should the power fail, you will not be able to open or close the door using the pushbutton or wireless transmitter (if equipped). Instead, you will have to pull the Emergency Release Latch to allow the door to be manually lifted or lowered. It is recommended that the latch be pulled when the door is closed. Use caution when using this release with the door open. Weak or broken springs may cause the door to fall rapidly causing severe injury or death.
- g.** If the wireless transmitter (if equipped) needs service, please drop it off at the NMO. A service technician will repair and/or replace the transmitter within 24 hours.

### **Hazardous Materials/Waste**

It is critical that hazardous materials not be included in trash or recycling. Contact the NMO for information on suitable locations to store or dispose of household hazardous waste. Common hazardous household products include, but are not limited to:

- a.** Paint/thinner
- b.** Turpentine and other spirits
- c.** Glue
- d.** Gasoline and other petroleum products
- e.** Batteries
- f.** Pesticides, herbicides, fertilizers, soil additives
- g.** Common household chemicals, including bleach
- h.** Fluorescent light bulbs

E

## **Personal Safety Reminders**

Take responsibility for personal safety. Know your local emergency phone numbers. Dial 911 in the event of an emergency.

Verify the identity of anyone at your front door desiring entry. If the person claims to be an employee of the NMO and you do not recognize them, call the NMO for verification.

Always use the main Neighborhood entrance when entering late at night.

Be observant and always be aware of your surroundings and the people in the area.

Do NOT display house keys in public or leave them in the mail area, or places where they can easily be stolen.

Do NOT affix identifying tags with your address on your key chain.

Keep a complete list of the serial and identification numbers of all appliances, computers, television, VCR, stereo, etc. This will greatly aid in recovering stolen goods.

DO NOT confront suspicious persons loitering around the property, but report them immediately to the proper authorities and the NMO.

Vehicles should remain locked at all times with items stored out of sight.

Doors and windows should be locked at all times. Please contact the NMO immediately if any locks are inoperable.

## **Registered Sex Offenders Notice**

Persons registered or required to register as sexual offenders are not permitted as Residents, Occupants or Guests. The NMO will not rent to any person who is or has a family member in the household that is a sex offender at any classification level, under the laws of any state.

## **Smoke and Carbon Monoxide Detectors**

Smoke and carbon monoxide detectors have been provided to comply with local safety ordinances, and should not be deactivated or removed. Resident is responsible for checking and maintaining all smoke and carbon monoxide detectors, and must immediately notify NMO, of any problem, malfunction or damage to the detectors. Replacement of batteries is the Resident's responsibility. Any questions about operation or performance can be directed to the NMO. NMO recommends checking the monitors monthly. Disconnection and/or disabling a smoke detector is a violation of state and local ordinances and will be cause for eviction.

## **Welding**

Welding is prohibited at the Premises and in the Neighborhood at all times.

## **Window Safety**

Children often climb on furniture and push against windows and/or screens, tumble out and suffer severe injuries or even death. To avoid such hazards, beds, tables, chairs and other furniture should not be placed in close proximity to windows. Lock all windows and do not leave young children unsupervised in rooms with open windows.

Should you need additional window safety features added to your home, window thumb locks are available at the Neighborhood Maintenance Office or can be purchased at your local hardware store. They are inexpensive and easy to use. If you require a more permanent solution, window

guards are available; Hunt MH Property Managers, LLC will install the guards. Inquire at the Neighborhood Management Office.

Report any missing, damaged or ill-fitting screens to the NMO. Screens will NOT prevent a fall.

## **48. SIGNS**

Signs are not permitted in the Neighborhoods with the exception of yard sale, patio sale or any other sign or banner advertising an event, which must be posted only on authorized bulletin boards or areas specifically designated by the NMO. Signs are not to be attached to utility poles, mailboxes, signposts, trees, etc. Authorized signs are permitted to remain displayed for 72 hours unless authorized by the NMO. It is the Resident's responsibility to remove and dispose of properly.

Signs for home based business are prohibited unless authorized by the NMO.

Signs shall not be displayed in windows.

## **49. SMOKE AND CARBON MONOXIDE DETECTORS**

Resident is required to test both smoke detectors and carbon monoxide detectors every six months and replace batteries as needed. Resident is not to tamper with, adjust or disconnect any smoke detectors or carbon monoxide detectors. Violation of this is a cause for eviction. Resident shall notify Owner of all repair needs promptly.

## **50. SNOW AND ICE REMOVAL**

Resident is responsible for snow removal on driveways and sidewalks in front of and around their Premises.

## **51. SOLICITATIONS**

Door-to-door sales, surveys, and/or solicitations of any sort are not permitted. Likewise, commercial advertising or flyers of any kind may not be posted or distributed. It is a federal offense to attach anything to mail boxes.

## **52. TELEPHONE LINE MAINTENANCE**

Information concerning telephone service in the Neighborhood will be provided during Move-In. Resident is responsible for all costs incurred with the exception of maintenance to the telephone line supplied by the Owner. If the problem is with the telephone, and not the telephone line, the Resident will be responsible for all charges.

Additional phone outlets and/or lines are allowed at Resident expense, if approved by the NMO. Resident is limited to one (1) additional hookup installed per room with prior written approval. Resident will not be responsible for the removal of the additional hook-ups or subject to an additional charge at Move-Out as long as prior approval was obtained from the NMO. Request forms are available from the NMO.

## 53. TRAMPOLINES

Trampolines are not permitted on Resident's Premises.

## 54. TRANSFERS (QUARTERS TO QUARTERS)

### Change in Eligibility

In the case of an increase in family composition, the Resident may move into larger Premises, when available and upon NHSC's confirmation of the Resident's eligibility for a larger home. Because a transfer will result in a new lease, the Resident must have enough time remaining in their NAVREGNW assignment to complete a six (6) month lease. In addition, the Resident's current lease must be expired.

### Voluntary

In the case where a Resident desires to move to another home and is not eligible for a Navy paid move, these will be reviewed by Hunt MH Property Managers, LLC on a case by case basis. Because a transfer will result in a new lease, the Resident must have enough time remaining in their NAVREGNW assignment to complete a six (6) month lease. In addition, the Resident's current lease must be expired and proper notice must be given.

Once Premises become available, the NMO will conduct an inspection of the current premise; based on the condition of the current premise the transfer request may be approved or not approved. Resident will be responsible for all costs associated with any deficiencies in the condition of the Premises (includes: cleaning, painting, damages, pet sanitation (if applicable) and floor cleaning charges).

## 55. VEHICLES

Repair of automobiles, parking, and the storage of recreational vehicles are a few of the topics that must be addressed in order to maintain a desirable Residential family environment. Following are rules and regulations for the Neighborhood:

### Automotive Maintenance and Policies

All vehicles must: (1) be operable and road-worthy, (2) display current tags, (3) display a current inspection sticker (if applicable in their state of registration), and (4) have current insurance as required by the state where the vehicle is registered.

Commercial vehicles may not be kept in the Neighborhood or Premises unless they are of a size/type to fit completely in the Premises garage with the door closed. Resident may not park commercial vehicles in the street or driveway except when actively loading or unloading the vehicle.

Due to environmental and safety concerns, automobile/vehicle maintenance shall not be performed by Resident, Occupant or Guest anywhere in the Neighborhood or Premises including garages, carports, parking spaces, or street. Additionally, vehicles may not be on jacks, jack stands, or ramps at any time.

Prohibited maintenance includes, but is not limited to:

- a. Repairs such as transmission repairs, engine overhauls, and bodywork (sanding and painting).
- b. Engine cleaning.
- c. Oil changing.

Vehicles shall not be in an inoperative status in excess of 72 hours. All inoperable vehicles must be removed from the Neighborhood and Premises. Residents may request exceptions to this policy on a short-term basis through their NMO.

### **Garages/Carports**

Garages are intended for parking vehicles, to provide auxiliary storage of personal effects, and storing recycle and refuse bins.

The following policies apply to the use of the garage/carport:

- a. Storage of flammable liquid, such as gasoline, is restricted to 1 gallon and should be stored in a secure area.
- b. Garages shall not be used for living spaces, and shall not be altered or modified for such use.
- c. Pets shall not be kept in garages.
- d. Do not block or barricade garage doors.
- e. Do not store items near or block water heaters located in garages.
- f. Oil or gas space heaters shall not be used in garages.
- g. The Resident, Occupant or Guest may not alter electrical wiring in garage or shed spaces or any other area of the home.
- h. A garage or carport is considered a "designated parking space". No additional parking will be allocated for vehicles displaced by storage of personal goods.

### **Recreational Vehicles and Other Vehicles**

Recreational vehicles (campers, trailers, boats, etc.) are not permitted to be parked in the Neighborhoods at any time; however, such vehicles may be parked within the confines of the garage on the Premises.

The following rules apply:

- a. Automotive maintenance polices apply to RVs, boats, campers, ATVs, and jet skis; therefore, oil changes, engine repair and bodywork are not allowed.
- b. Interior repairs of such vehicles shall not be made in the Neighborhood without prior approval from the NMO.
- c. RVs must not be plugged into any Neighborhood or Premises utilities.
- d. Flammables, such as paints, thinners, and gasoline may not be stored in vehicles.
- e. Guests' RVs may not be parked in the Neighborhood.
- f. An RV may be parked in the garage if it fits completely within the garage, the door is kept

closed, and there is adequate parking remaining available for vehicles without impacting other Residents of the Neighborhood. RV's may NOT be parked in carports or driveways.

Contact your NMO for appropriate storage locations. Violation of these RV and other vehicle policies shall result in the removal of the RV or other vehicle from the Neighborhood at the Resident's expense.

## **56. WADING POOLS / SWIMMING POOLS/HOT TUBS**

Use of small wading pools, not exceeding 12 inches in height, is authorized under the following guidelines:

- a.** The water must not exceed 12 inches in depth, and will be emptied on a daily basis.
- b.** Wading pools are to be constantly monitored by an adult during use, and must not be left unattended while holding water.
- c.** Pools are to be emptied, turned over and properly stored when not in use.
- d.** Grounds damaged by the pools must be restored.
- e.** Wading pools must be kept in backyard areas.
- f.** Hot tubs, swimming pools, fountains and ponds are not permitted.

## **57. WATERBEDS**

Waterbeds are allowed, but the Resident must provide an acceptable liability insurance policy. Resident is responsible for all damages caused by the waterbed. Resident is advised that renter's insurance provided by Hunt MH Property Managers, LLC to Resident does not cover waterbeds.

## **58. WEBSITE**

Owner's Neighborhood website is located at [NorthWestMilitaryHousing.com](http://NorthWestMilitaryHousing.com). Residents will be able to use this website to inquire about and access information regarding upcoming events and activities in their Neighborhood.

## **59. WILDLIFE/BIRD FEEDING**

To prevent the local wildlife in the Neighborhood from becoming a pest or danger, the following rules and regulations must be followed:

- a.** Resident shall not feed feral animals or wildlife other than birds. Do not put food scraps outside or throw food scraps into the woods.
- b.** Trash bins must be properly stored with lids securely closed.
- c.** Birdfeeders are not to be hung over patios or from balconies interfering with other Residents. Any birdseed remaining on the ground must be cleaned up daily.
- d.** Do not leave pet food outside.



## 60. YARD AND GARAGE SALES

All yard and garage sales will be limited to Friday, Saturday and Sunday only. Items are not allowed to be left outside the Premises overnight. Signs may be posted only on Neighborhood bulletin boards. Signs may be posted no sooner than 72 hours before the sale and must be removed by the end of the day of the sale. Do not place signs on road signs, telephone poles, mailboxes, trees, etc.

## 61. YARDS – PROHIBITED ITEMS

Dog houses, dog runs, and storage sheds are prohibited.

Patios, balconies, and front yards must be neat and clean at all times. Bicycles, motorcycles, boxes and/or equipment may not be stored on patios or balconies. Towels and laundry may not be hung within patios, balconies, or from balcony railings. Furniture, other than acceptable lawn furniture, shall not be kept on balconies or patios. Carpeting is prohibited. Exterior window sills must be kept clear at all times.

Toys and bicycles are not to be left on the lawn areas or in common areas, but should be stored in the Resident's garage or carport. Toys or bicycles should not be left in a Resident's lawn when not in use.

Tree houses and tree swings are not permitted on Resident's property, in common areas or in any tree on Neighborhood grounds.

Outdoor grills are permitted only outside the home no closer than ten (10) feet to the house or fence. Barbecue grills should not be left unattended when in use or while still hot. Cooking food in the front yard or on covered balconies, and/or patios using hibachis, grills, etc. is prohibited. Fire Pits, including free standing fire pits, Tiki Torches or like items are not permitted. Burning of rubbish and bonfires is prohibited.

Installation of fences is prohibited except as provided in Section 16 – Fences.

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# EXHIBIT B-1

## CLEANING GUIDELINE CHECKLIST

This Checklist is provided as a tool to help you prepare for your move-out inspection. If you have any questions regarding an item on the checklist, call the Neighborhood Management Office.

Check as Completed	Check as Completed
<b>EXTERIOR</b>	<b>GARAGE</b>
Sidewalk / Driveway / Entry / Patio - Sweep	Garage Door (s) - Clean, Repair
Trash Can / Recycling Bins / Green Waste Bins - Clean	Man Door (s) - Clean, Repair
Fence - Clean, Repair	Floor - Clean (remove any vehicle fluids)
Lawn / Shrubbery / Flower Beds - Mow, Repair, Trim Fenced in Areas- including unfenced modified areas	Walls / Ceilings - Remove nails, clean, repair
Exterior Structure - Remove debris, webs, repair	Hot Water Heater - Sweep around
Hose Bibs - clean area, repair	Garage Door Opener - Return to Office
<b>INTERIOR - GENERAL</b>	<b>KITCHEN &amp; DINING AREAS</b>
Smoke and Carbon Monoxide Detectors - Clean	Floor - Sweep, remove scuff marks
Washer / Dryer Hook-ups - Clean	Cabinets / Drawers - Wipe inside and outside
Circuit Breaker Box - Dust	Walls / Ceiling -Remove marks, webs,screws
Fireplace - Clean	Baseboards - Clean
Light Bulbs - Replace in kind all burnt out bulbs	Blinds - Clean
Vents / Baseboards - Clean	Window / Window Sills - Clean
Blinds - Clean	Range / Oven - Clean inside and out
Carpet - Professional Steam Clean	Exhaust Fan / Vent Hood - Clean
Pet Treatment - If you are a pet owner, pet treatment is required for all carpeted areas	Refrigerator - Clean inside and out
Ceiling Fan(s) - Dust, replace bulbs if necessary	Dishwasher - Clean inside and out
Keys - Return to Office	Garbage Disposal - Run to clear out food
Modifications - Must be restored to original conditions unless management approved	Sink / Countertops - Wipe down
	Light Fixtures - Clean
	Light Switches / Plate Covers - Wipe
<b>ROOMS - BEDROOMS, LIVING ROOM, ETC.</b>	<b>BATHROOM(S)</b>
Floors - Sweep, remove scuff marks	Mirror - Clean
Carpet - Professional Steam Clean	Cabinets / Drawers - Wipe inside and outside
Pet Treatment - If you are a pet owner, pet treatment is required for all carpeted areas	Exhaust Fan / Vent Hood - Clean
Windows / Window Sills - Clean	Faucets - Clean
Walls / Ceilings - Remove nails, clean, repair	Tub / Shower - Clean
Light Switches / Plate Covers - Wipe	Windows / Window Sills - Clean
Light Fixtures - Clean	Blinds - Clean
Door - Clean, repair	Floor - Sweep, remove scuff marks
Blinds - Clean	Walls / Ceilings - Remove nails, clean, repair
Closets - Clean, including floor	Door - Clean, repair
	Light Fixtures - Clean
	Light Switches / Plate Covers - Wipe

# EXHIBIT C-1

## BASIC DISASTER SUPPLIES KIT CHECKLIST

### **Be prepared in advance and have emergency materials on hand.**

The Federal Emergency Management Agency (FEMA) recommends each family keep items readily available for transport in case of severe weather, earthquake or other emergency. A publication titled *Are You Ready? An In-depth Guide to Citizen Preparedness (IS-22)* is FEMA's most comprehensive source on individual, family, and community preparedness. The guide is available through FEMA's website: [http://www.fema.gov/pdf/areyouready/areyouready\\_full.pdf](http://www.fema.gov/pdf/areyouready/areyouready_full.pdf).

The following items are excerpted from the above publication for inclusion in your basic disaster supplies kit:

- Three-day supply of non-perishable food.
- Three-day supply of water – one gallon of water per person, per day.
- Portable, battery-powered radio or television and extra batteries.
- Flashlight and extra batteries.
- First aid kit and manual.
- Sanitation and hygiene items (moist towelettes and toilet paper).
- Matches and waterproof container.
- Whistle.
- Extra clothing.
- Kitchen accessories and cooking utensils, including a can opener.
- Photocopies of credit and identification cards.
- Cash and coins.
- Special needs items, such as prescription medications, eye glasses, contact lens solutions, and hearing aid batteries.
- Items for infants, such as formula, diapers, bottles, and pacifiers.
- Other items to meet your unique family needs.

If you live in a cold climate, you must think about warmth. It is possible that you will not have heat. Think about your clothing and bedding supplies. Be sure to include one complete change of clothing and shoes per person, including:

- Jacket or coat.
- Long pants.
- Long sleeve shirt.
- Sturdy shoes.
- Hat, mittens, and scarf.
- Sleeping bag or warm blanket (per person).

Be sure to account for growing children and other family changes. See Appendix B of FEMA's publication *Are You Ready? An In-depth Guide to Citizen Preparedness* for a detailed checklist of disaster supplies. You may want to add some of the items listed to your basic disaster supplies kit depending on the specific needs of your family.

## **Disaster Services**

### **American Red Cross**

- East and West Sounds: (206) 323-2345 [www.seattleredcross.org](http://www.seattleredcross.org)
- North Sound: (360) 257-2096 [www.islandredcross.org](http://www.islandredcross.org)

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# EXHIBIT D-1

## RESIDENTIAL SAFETY

### Emergency Telephone Numbers

Police:

Fire:

EMS:

Management Office:

### Personal Escape Plan

Use this section to outline your personal escape plan in the event that you must leave your home in an emergency. Review with your family the location of the nearest emergency exit and how to get there from your unit. Remember that in the event of a fire or a power outage you may not be able to see your way. It will help if you are specific in your plan (e.g., from entrance door turn right, 2nd door is stairwell...). Also determine at what area your family will gather once you are outside the building in case you become separated during your exit. Remain calm and orderly. Do not use elevators as a means of escape in an emergency.

#### Our Escape Plan Is:

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#### We Will Meet Outside the Building At:

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## PERSONAL SAFETY

Every day we encounter natural or man-made situations that can easily become disasters if we are not mindful and observant in our reactions to them.

There are already many safeguards in place for the protection of you and your family. However, there are some precautions only you can take to help protect against risk and injury to your family at home, work, or school. This brochure is a brief guide to some of those safety precautions that you may not think of as often as you could or should. Take a few minutes to look it over. Then look around your home and the areas in which you find yourself most often. If there is something else you can do to make your areas safe, please do not put it off. If you discover an unsafe condition in your home that is beyond your control, please inform your Building Manager.

### When You Are At Home

- Lock your doors and windows at all times, even when you are home.
- Use dead bolt locks, if available, on doors at all times.
- When answering the door, first check who is there by looking through a window or peep-hole. If you do not know the visitor, get some information about him/her before you open the door (talk to him/her ask for ID, etc.). Do not let him/her in if you have any doubts.
- Be careful about giving out keys, gate cards, or lock combinations.
- Do not put your name, address, or phone number on your key ring.
- If you are concerned because you have lost a key, or because someone you mistrust has a key, ask the management to re-key the lock. We will be happy to do so at a nominal cost to you.
- Dial 911 for emergencies. If the 911 number does not operate in your area, keep emergency numbers handy for the Police, Fire Department and EMS. If an emergency arises call the appropriate governmental authorities first, then call the management office. Nothing can take the place of the police. Call them directly and immediately if you see any suspicious activity. As concerned citizens, we can help reduce crime.
- Check your door locks, window latches, and other safety devices regularly to be sure they are working properly.
- Immediately report the following to management:
  - Any needed repairs to locks, latches, doors, windows, smoke detectors, and alarm systems
  - Any malfunction of safety devices outside your dwelling, such as broken gate locks, burned out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- Close curtains, blinds, and window shades at night.
- Mark or engrave identification on valuable personal property.
- Use only your first initial and last name on name directory for your mailbox.
- Never give your phone number or address to an unknown phone caller.
- Never mention you are alone.

## **When You Are Not At Home**

- Lock your doors when you are not at home. Lock your door handle lock, keyed dead bolt lock, sliding door pin lock, sliding door handle latch, and sliding door security bar.
- Leave a radio playing softly while you are gone.
- Close and latch your windows.
- Tell your roommate or spouse where you are going and when you will be back.
- Do not walk alone at night. Do not allow your family to do so.
- Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Use lamp timers when you go out in the evening or away on vacation. These devices can be purchased at most hardware stores.
- Let the manager and your friends know if you will be gone for an extended time. Ask your neighbors to watch your dwelling (the management cannot assume this responsibility).
- While on vacation, have your newspaper delivery stopped or have a friend pick up your newspaper daily.
- While on vacation, have your mail held by the post office or picked up regularly by a friend.
- Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys.

## **Personal Safety And Your Car**

- Keep your car doors locked while driving. Roll up the windows and lock your car doors when leaving your parked car.
- Do not leave valuable items exposed in your car (such as cassette tapes, CD's, wrapped packages, your briefcase or purse).
- Carry your key ring in your hand when walking to your car whether it is daylight or dark and whether you are at home, school, work, or other.
- Always park in well-lit areas.
- Check the back seat before getting into your car.
- Do not leave packages or items with your name and/or address on them in view
- Do not stop at gas stations or automatic teller machines at night or any other time when you suspect you may be in danger.
- If you believe you are being followed, do not drive home. Drive to the nearest Police station or a brightly lit, heavily occupied area.

## Fire Prevention

- Notify the Building Manager immediately if you discover any fire hazards.
- Do not overload electrical outlets. Have any defective electrical appliances repaired or replaced.
- Do not use an oven or stove to heat your apartment.
- Do not smoke in bed or when drowsy.
- Use only deep, large ashtrays. Never empty them into wastebaskets without first dousing them in water.
- Do not wear bulky or loose clothing when cooking.
- Never leave a lit stove unattended.
- Always check to see that burners and oven are shut off after use.
- Check to see that pilot lights on gas appliances remain lit.
- Keep smoke detectors in working order and test often. Replace batteries when needed.
- Unplug your television when going away for an extended time.
- Do not burn candles near curtains/draperies. Do not leave lit candles unattended. Do not go to bed and/or fall asleep with candles lit.
- Do not store combustible materials in or near a furnace, water heater, or in any closed-in area.
- It is a good idea to have an all-purpose (ABC type) home fire extinguisher accessible to extinguish small fires.

## In Case of Fire

- Call the Fire Department before attempting to extinguish the fire. Then notify the Building Manager.
- Do not use water to extinguish a grease or electrical fire.
- Do not panic. If you must leave the building, do so in a calm and orderly manner.
- Do not use elevators as a means of escape. Seek an alternate route through the use of stairwells, fire escapes, etc.
- Stay low. Remember, smoke and toxic gases rise. The air near the floor is cleaner.
- If you are near the fire, maintain contact with a wall. Feel if doors are hot before you open them. Be prepared to close doors immediately if smoke or flames come in. Confine the fire by closing all doors behind you as you exit.
- Should your clothing catch fire ...STOP! DROP! and ROLL!
- Upon exiting the building, move away from it to allow easy access for fire fighters.



## OPERATIONAL IDENTIFICATION

**Operation Identification is designed to discourage burglary and theft** by engraving property with an easily traced identification number. Participation in Operation Identification means if your property is recovered after being lost or stolen it can be returned to you more easily.

**To participate**, engrave your driver's license number on your property, preceding the number with the abbreviation for your state. **Mark** your property as conspicuously as possible without defacing it. Also engrave your number in an inconspicuous spot for added security. **Make a record and take photos** of the property you mark. Keep them in a safe place. After marking your property, **obtain Operation Identification stickers from your police department** and display stickers on doors and windows. If your property is stolen, provide the Police with your Operation Identification record and photos.

## PERSONAL SAFETY AWARENESS

No safety system is fail-safe. Even the best system or precautions cannot prevent crime. Always proceed as if safety systems do not exist; they are all vulnerable to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

It is your responsibility to insure your property and safeguard against personal liability loss. The total value of your personal belongings, including clothing, could easily exceed many thousands of dollars. Renter's Insurance provides coverage against fire, theft, or other physical loss, in addition to protection against personal liability. *We strongly urge you to carry a comprehensive Renter's Insurance Policy.*

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## **EXHIBIT E-1**

# **STATE OF WASHINGTON TENANT LAW**



Northwest Justice Project

*Updated: November 2020*

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*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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***\*Update! Eviction law is changing quickly. There are temporary bans and changes to how courts handle evictions. Things may be different depending on where you live. Get the latest information and learn about help for evictions in your area at WashingtonLawhelp.org: [Coronavirus \(COVID-19\): There are only a few reasons your landlord can evict you right now](#)***

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## PART 1. INTRODUCTION

### A. Should I read this?

This information covers most people in Washington State who rent the place where they live (“residential tenants”). Many laws apply to the relationship between tenants and landlords. We explain the most common state laws regarding your rights and responsibilities as a tenant. Most important is the Residential Landlord-Tenant Act ([RCW 59.18](#)) or “RLTA”. RCW stands for the [Revised Code of Washington](#), the law of Washington State.

- Read this only if you live in the state of Washington.
- You can find all the fact sheets we link to here at WashingtonLawHelp.org.
- **Coronavirus/COVID-19 update:** until August 1, a landlord can only evict you for a few reasons. Read [Coronavirus \(COVID-19\): You cannot be evicted during the crisis unless you are causing a threat, or your landlord wants to sell or move into the property.](#)
- We use citations, such as “**RCW 59.18.70**,” to direct you to a law. This helps you look up the law at your local law library or online at [apps.leg.wa.gov/RCW/default.aspx?cite=59.18](https://apps.leg.wa.gov/RCW/default.aspx?cite=59.18).

### B. What other laws might cover my situation?

Special laws cover people who live in

- subsidized housing programs
- mobile home parks where you own the mobile home

If any of these is your situation, go to WashingtonLawHelp.org. You can find more information about your specific situation there. See a list of publications just below.

### C. What is this for?

It will help you understand your rights and responsibilities as a tenant. **This is general information only.** For help with your situation, try to get legal help as soon as you can. See just 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.

Here is a list of people the Act does **not** cover. The Act 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 lease an office for business purposes.
- 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 live in a hotel or motel. [RCW 59.18.040\(3\)](#).
- You rent the land around your house mainly for farming. [RCW 59.18.040\(5\)](#).
- You are a migrant worker whose employer provides your housing. [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 Act.

### E. Where can I learn more?

Read:

- [Tenant Screening: Your Rights](#)
- [Tenants: New Legal Protection from Discrimination Based on Source of Income](#)
- [Eviction and Your Defense](#)
- [Tenants: If You Need Repairs](#)
- [Getting Your Security Deposit Back](#)
- [Evictions from Public Housing \(Housing Owned by a Housing Authority\)](#)
- [HUD Housing Evictions](#)
- [Tenant Rights Under the Mobile Home Landlord-Tenant Act](#)
- [My Former Landlord Says I Owe Damages](#)

### F. How can I get legal help?

**Outside King County:** Call the CLEAR Hotline at 1-888-201-1014 weekdays from 9:15 a.m. - 12:15 p.m.

**In King County:** Call 2-1-1 for referral to a legal services provider weekdays from 8:00 am – 6:00 pm.

**Persons 60 and Over** may call CLEAR\**Sr* at 1-888-387-7111 statewide.

**Deaf, hard of hearing or speech impaired callers** can call CLEAR or 2-1-1 (or toll-free 1877-211-9274) using the relay service of your choice.

**Apply online with CLEAR\**Online*** - [nwjustice.org/get-legal-help](http://nwjustice.org/get-legal-help)

CLEAR and 2-1-1 will provide a free interpreter if you need one.

### G. Words and expressions you should know

**Arbitration or Mediation** – alternative ways to settle a dispute without going to court. Usually refereed 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** – your living space, 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, or your rent is less than fair market value, because you have a low income.

## 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 count on a verbal promise.
- **Find out who pays for** hot water, heat, electricity, parking, snow removal, and trash disposal.
- 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 be paying an electric bill,** ask the electric company how much electricity for the unit was for the past twelve 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 are working right.
- **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 about off-street parking, public transportation, and stores.
- Try to check out the neighborhood at night.
- 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 “Condition Check-In List.” See below.
- **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. 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 canceled checks
  - Landlord’s address and phone number
  - Any other papers about your tenancy

## B. What types of rental agreements are there?

There are two 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.
- You usually pay rent monthly.
- 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.
- 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 must give you at least 30 days written notice).

### 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\(1\)](#)
- 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\(4\)](#)

#### **D. Deposits and Other Fees**

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 violate one of these rules, you can sue 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 sue to get the deposit back plus court costs and fees.***
- » ***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 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 percent of the first month's rent and is not requiring last month's rent.
- Can start an eviction lawsuit against you by serving you with 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 caused. 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 vandal 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. You can also make a police report if someone else damaged your rental unit.

**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. 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 whoever takes ownership 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 pay to have the place cleaned after you move out. 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.***

- » **Starting June 11, 2020, any holding fees or deposits cannot be more than 25 percent (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. **Example:** the landlord cannot keep it 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 one 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.
- 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 may also want to take 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 violate 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 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, 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, 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
- 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.

### C. Can the landlord change the rental agreement or raise the rent?

There are general guidelines for how and when landlords can change rental agreements.

Look at your rental document. It may have its own specific terms.

#### 1. Month-to-month agreements

**Rule Changes:** The landlord must give you at least 30 days' notice in writing if they want to change a rule in a month-to-month agreement. [RCW 59.18.140](#). The changes can only become effective on a day the rent is due.

» **Example: Your rent is due on the 1st of every month. The landlord wants to add a "no pets" rule to your rental agreement. The landlord gives you written notice on June 15. The landlord must wait 30 days and then start enforcing the rule the next payment day after that. They cannot enforce the new rule until August 1.**

**Rent Increases:** RCW 59.18.140 requires landlords to give tenants 60 Days' notice before increasing the rent. In a month-to-month rental, the landlord must give you 60 Days' written notice before each rent increase (except in certain subsidized rental units, the landlord must give you at least 30 days written notice).

**Change of Building Use:** RCW 59.18.200 says that a landlord must give you at least 120 days notice before they substantially rehabilitate, demolish the building or before they change the use of the building or convert it to condominiums.

#### 2. Fixed Term Leases

In most cases, the landlord can only change a lease they have already signed if you agree to the change. After the rental term ends (usually at the end of the first year), the landlord may increase the rent with a proper written notice.

State law (RCW 59.18.140) now bans most rent increases during the term of a lease (even if you agree to it). **There is an exception** for certain subsidized housing unit where the rent is tied to your income. In those cases, the landlord must still give you at least 30 days' written notice before any rent increase.

### 3. Changing the date rent is due

Starting June 11, 2020, 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.](#)

#### D. What if the landlord sells the property?

This does not automatically end a lease or month-to-month agreement. 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.

- » ***Seattle Residents: An owner of a single-family residence who decides to sell the place must give the current tenant at least 90 days' written notice. [SMC 22.206.160\(C\)\(1\)\(f\)](#). There are some exceptions to this.***

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

Except in an emergency, the landlord must give you at least two days' written notice before entering your rental to make repairs or inspect the place. But if the landlord wants to show the rental unit to a potential new tenant or buyer, the landlord only has to give you 1 days' written notice. The notice must state:

- the proposed dates of entry
- the exact time of entry **or** a 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.

In the case of emergency or abandonment, the landlord can enter without notice.

#### F. What if my unit needs repairs?

Follow these steps:

##### **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.

##### **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:

- 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 ten 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 four 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. [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 arbitration.** 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 arbitration. This is usually cheaper and quicker than court. [RCW 59.18.090\(2\)](#).

**Option 3. You can hire someone yourself to make the repairs.** [RCW 59.18.100](#). Be careful! This legal process can be complicated. Try to get legal help.

» **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 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 ten-day waiting period:** Before you contract to have the repairs made, you must wait the entire ten days after giving the original notice to the landlord about the problem, and you must wait two 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 9.18.100\(2\)](#).
- 3) Provide the landlord's agent (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.

**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 one-half month's rent. [RCW 59.18.100\(3\)](#).
  - You cannot spend more than one month's rent on repairs you do yourself in each 12-month period.

**Example:** Your monthly rent is \$800. In March, you made four 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.

**G. 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 the eviction process against you.

**H. 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.

» ***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, call the police.

You can also sue 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 can sue the landlord if you find out they knew they rented you property with major code violations. [RCW 59.18.085\(2\).](#)

## 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 increase the rent, reduce your services, increase your obligations, or evict you within 90 days after you assert your rights to the landlord, 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.

### 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 raising 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 of 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 if you are a victim of domestic violence, you may be able to end your rental agreement more quickly.** [RCW 59.18.352](#), [59.18.354](#), [59.18.575](#).
- » **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](#).

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 rent the unit 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 the apartment 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 the lesser of

- 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 seven 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](#).

## **C. 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

Eviction and Your Defense has more info. Get it at [WashingtonLawHelp.org](#). Or call CLEAR at 1-888-201-1014 (or 211 if you live in King County).

- » ***Always keep all notices and documents from the landlord.***

## **D. Can a landlord ask me to move out for no reason?**

**For a month-to-month agreement:** In almost all parts of Washington, the landlord does not need a reason to ask you to move. They must just give you advance notice **in writing** that they want you to move out.

- » ***A landlord who does not have a reason for asking you to move cannot make you move in the middle of a rental period.***

Under state law, the landlord must give you at least 20 days' notice. [RCW 59.18.200\(1\)\(a\)](#). **Example:** The rental period ends June 30 if rent is due on July 1. The landlord must give you notice to move out before June 9.

- » ***If you live in Vancouver, read [City of Vancouver Month-to-Month Tenants: New Right to 60-Day Notice to Vacate](#).***
- » ***If you live in Bellingham, read [Bellingham Tenants Have More Rights under New City Laws. Your landlord must now give most tenants 60 days' notice](#).***
- » ***If you live in Tacoma, read [Tacoma Tenants Have More Rights under New Laws. Your landlord must now give most tenants 60 days' notice](#).***
- » ***In Seattle and some other places, a landlord cannot make you move out for no reason. For more, call the Tenants Union at 206-723-0500.***

**For fixed term leases:** Usually a landlord cannot ask you to move without a reason if you have a lease unless the term of the tenancy has ended (usually at the end of the first year). Check your lease for exceptions.

**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 (or 211 if you live in King County) or visit [WashingtonLawHelp.org](#).

## **E. Can a landlord make me move out?**

### **1. For not paying rent.**

If you are behind in rent, even by one day, your landlord may give you a 14-Day Notice to Pay or Vacate. [RCW 59.12.030\(3\)](#). If you pay all the rent you owe within 14 days after getting the notice, the landlord must accept it and cannot evict you. **They do not have to accept partial payment.** If you do not pay the whole amount within 14 days and you do not move out, your landlord may start an eviction lawsuit against you.

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

Starting June 11, 2020, 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 break a 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.

If you fix the problem within ten days after you get the notice, the landlord must stop the eviction process. If you do not fix the problem within ten days, and you do not move out, your landlord may start an eviction lawsuit against you.

### **4. Other kinds of activity.**

You must not:

- use the property for drug-related activity
- engage in gang-related activity
- engage in activity on the premises that creates an imminent hazard to other people's physical safety
- physically assault someone on the premises or use a firearm or other deadly weapon - [RCW 59.18.130\(8\)](#)

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** and 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. You must move out within 3 days after getting the notice, or the landlord may file an eviction lawsuit against you.

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

The landlord can file an eviction lawsuit. 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 \(2\)](#).

#### **G. 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 lawsuit automatically.**

1. Try to get more legal help as soon as possible.
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.

#### **H. 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.

#### **I. What is an Answer?**

If you get a Summons and Complaint notice, you may 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. Eviction and Your Defense has a blank Answer form.

At the top of the form, put the court where the landlord filed the lawsuit. It is the same court listed on the Summons and Complaint. Put your name as "defendant" and the landlord's name as "plaintiff." If there is a case number on the Summons and Complaint form, write that, too. If there is no case number on the Summons and Complaint, leave it blank.

Next, there are spaces asking you to "admit" or "deny" the landlord's accusations against you. Each paragraph in the Complaint is numbered. In the "admit" category, put the numbers of any paragraphs

you agree with. In the “deny” category, put the numbers of all paragraphs you disagree with.

Use the “Affirmative Defenses” section to explain your side of the story. Put here why the landlord is wrong to evict you. **Example 1:** The landlord did not make needed repairs. You followed all the rules properly and deducted rent for that reason. **Example 2:** The landlord did not deliver the Summons and Complaint more than seven days before the court date.

If you think the landlord owes **you** money, put that in the “Set-offs” section. Put how much you think the landlord owes you.

Lastly, put your address and phone number. Sign and date the form.

#### **J. How do I submit my Notice of Appearance and Answer?**

Make at least 2 copies of each. Hand deliver one copy to the landlord’s lawyer. Ask the landlord’s lawyer or secretary to stamp one copy of each form with the date and time. Keep these copies for proof you delivered 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” you filled out to the Superior Courthouse in the county listed on the Summons.

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

You may get a notice that says you must pay back-rent into the court registry within 7 days or lose automatically. If you think you do not owe rent, or owe less than the landlord says, you will have to file a **Sworn Statement** Denying that you owe rent. Eviction and Your Defense has a blank “Sworn Statement” form. Put that you do not think you owe the amount the landlord says. Deliver the Sworn Statement to the court clerk at the courthouse where the case is filed and to the landlord (or the landlord’s lawyer).

You must either pay the rent to the court **or** deliver a Sworn Statement Denying Rent Owed. If you do not deliver one of these things to the court within 7 days after you get the Summons, the landlord may automatically win the eviction lawsuit.

#### **L. 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](#).

#### **M. What is a “writ of restitution?”**

If you lose the eviction lawsuit, 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.** Read Eviction and Your Defense to learn more about your options if you lost an eviction lawsuit.

#### **N. Can my landlord physically force me off the property?**

No. Only the sheriff can do that. The landlord must go to court to get the sheriff involved.

## O. Can I get more information on evictions (“unlawful detainers”)?

Read Eviction and Your Defense.

[Landlord/Tenant Issues for Survivors of Domestic Violence, Sexual Assault, and/or Stalking](#) has more about how the law protects domestic violence victims from certain actions by the landlord.

## PART 5. ABANDONMENT

### A. Have I “abandoned” my place?

Washington law says you have abandoned the unit 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 [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 they 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 seven 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](#).



# **EXHIBIT F-1**

## **WASHINGTON STATE MOLD DISCLOSURE & GUIDE**

### **What are Molds?**

Molds are tiny microscopic organisms that digest organic matter and reproduce by releasing spores. Molds are a type of fungi and there are over 100,000 species. In nature, mold helps decompose or break-down leaves, wood and other plant debris. Molds become a problem when they go where they are not wanted and digest materials such as our homes.

### **What Makes Mold Grow in my Home?**

Mold enters your home as tiny spores. The spores need moisture to begin growing, digesting and destroying. Molds can grow on almost any surface, including; wood, ceiling tiles, wallpaper, paints, carpet, sheet rock, and insulation. The mold grows best when there is lots of moisture from a leaky roof, high humidity, or flood. There is no way to get rid of all molds and mold spores from your home. But you can control mold growth by keeping your home dry.

### **Can I be Exposed to Mold?**

When molds are disturbed, they release spores into the air. You can be exposed by breathing air containing these mold spores. You can also be exposed through touching multi items, eating moldy food or accidental hand to mouth contact.

### **Do Molds Affect my Health?**

Most molds do not harm healthy people. But people who have allergies or asthma may be more sensitive to molds. Sensitive people may experience skin rash, running nose, eye irritation, cough, nasal congestion, aggravation of asthma or difficulty breathing. People with immune suppression or underlying lung disease, maybe at increased risk for infections from molds.

A small number of molds produce toxins called mycotoxins. When people are exposed to high levels of mold mycotoxins they may suffer toxic effects, including fatigue, nausea, headaches, and irritation to the lungs and eyes. If you or your family members have health problems that you suspect are caused by exposure to mold, you should consult with your physician.

### **When is Mold a Problem?**

You know you have mold when you smell the musty odor or see small black or white specs along your damp bathroom or basement walls. Some mold is hidden growing behind wall coverings or ceiling tiles. Even dry, then mold can cause health problems, so always take precautions when you suspect mold.

Mold is often found in areas where water has damaged building materials and furniture from flooding or plumbing leaks. Mold can also be found growing along walls where warm moist air condenses on cooler wall surfaces, such as inside cold exterior walls, behind dressers, headboards, and in closets where articles are stored behind walls. Mold often grows in rooms with both high water usage and humidity, such as kitchens, bathrooms, laundry rooms, and basements. If you notice mold or know of water damaged areas in your home, it is time to take action to control its growth.

### **When should I sample for mold?**

You don't need to sample for mold because in most cases you can see or smell mold. Even a clean, dry house will have some mold spores, but not enough to cause health problems. If you smell

mold it may be hidden behind wallpaper, in the walls or ceiling or under the carpet. If you suspect you have hidden mold be very careful when you investigate, protect yourself from exposure in the same manner as you would for a clean-up.

### **Can I Control Mold Growth in my Home?**

Yes you can. Dry out the house and fix any moisture problems in your home:

- Stop water leaks, repair leaky roofs and plumbing. Keep water away from concrete slabs and basement walls.
- Open windows and doors to increase airflow in your home, especially along the inside of exterior walls. Use a fan if there are no windows available.
- Make sure that warm air flows into all areas of the home. Move large objects a few inches away from the inside of the exterior walls to increase air circulation.
- Install and use exhaust fans in bathrooms, kitchens, and laundry rooms.
- Ventilate and insulate attic and crawl spaces. Use heavy plastic to cover earth floors in crawl spaces.
- Clean and dry damaged carpets, clothing, bedding, and upholstered furniture within 24 to 48 hours, or consider removing and replacing damaged furnishings.
- Vacuum and clean your home regularly to remove mold spores.
- Check around your windows for signs of condensation and water droplets wipe them up right away so mold can't start to grow.

### **What Can I Use to Clean Up Mold?**

Clean up mold and take care of the problem by following the advice above to keep your home dry and keep mold out. Act fast! Mold damages your home as it grows. Clean it up as soon as possible.

#### **Size the Moldy Area**

Decide if you have a large or small area of mold. Small area is less than about ten square feet, or a patch three feet by three feet square.

#### **Use Protection**

Wear goggles, gloves, and breathing protection while working in the area. For large consolidated areas of mold growth, you should wear an Occupational Safety and Health Administration (OSHA) approved particle mask.

#### **Seal the Area**

Seal off from the rest of your home. Cover heat registers or ventilation ducts/grills. Open the window before you start to clean up.

#### **Remove Items**

Remove all your furnishings to a mold-free area. Clean the surrounding moldy area then follow cleaning directions below for the items you removed and the new space.

## Bag Moldy Trash

Bag all moldy materials and tie off the top of the bag. Bring them outdoors and place in your garbage container right away.

## Scrub Surfaces

### Scrub hard surfaces:

- First wash with a mild detergent solution, such as laundry detergent and warm water. Allow to dry.
- (Optional step) then wipe with a solution of 1/4 cup bleach to one gallon of water. Wait 20 minutes and repeat. Wait another 20 minutes.
- Last apply a borate-based detergent solution and don't rinse. This will help prevent mold from growing again. A borate-based laundry or dishwasher detergent has "borate" listed on the ingredients label.

## Clean and Wash

Give the entire area a good cleaning, vacuum floors, and wash any exposed bedding or clothing.

## Monitor

Check regularly to make sure mold has not returned to the clean-up area.

## What cleans up moldy furniture?

How to clean your moldy furniture depends on how it reacts to water. See chart below:

REACTION TO WATER	ITEMS	RECOMMENDATIONS
Doesn't absorb water and is washable	Wood, metal, plastic, glass, and ceramic objects.	Wipe with a solution of lukewarm water and laundry detergent
Absorbs water and is washable	Clothes and bedding.	Wash in laundry.
Absorbs water but not washable	Beds, sofas and other furniture.	These items may have to be discarded.  Or, try to save by vacuuming well and allowing air out. If there is no odor it may be okay. Mold can come back, so watch for any mold growth or mold related health problems. Discard the item if you suspect mold is growing inside or outside the item

## Should I paint over mold?

No. Don't paint or caulk over mold. The mold will grow under the paint and the paint will peel.

## Must landlords tell tenants about mold?

Yes! In 2005, the Washington State legislature approved Senate Bill 5049 which requires landlords to notify their tenants about mold. See our resources landlords can use to comply with this mold

notification requirement at [www.doh.wa.gov/ehp/ts/iaq/renter.htm](http://www.doh.wa.gov/ehp/ts/iaq/renter.htm)

Who are my local contacts for more information about mold?

In Washington, you can contact your county health department ([www.doh.wa.gov/LHJMap/LHJMap.htm](http://www.doh.wa.gov/LHJMap/LHJMap.htm)) for more information about mold. If you live outside of Washington State, try contacting your county or state health department ([www.doh.wa.gov/Links/links2.htm#State](http://www.doh.wa.gov/Links/links2.htm#State)).

### **Need more mold information?**

- CDC has frequently asked questions, identifying mold problems and cleanup, and workplace resources at [www.cdc.gov/mold](http://www.cdc.gov/mold).
- EPA offers resources for homeowners, schools, and building managers at [www.epa.gov/mold](http://www.epa.gov/mold)
- Northwest Clean Air Agency “Mold in Your Home” videos are available in English and Spanish at [www.nwcleanair.org/aqPrograms/indoorAir.htm](http://www.nwcleanair.org/aqPrograms/indoorAir.htm)



**A BRIEF GUIDE TO  
MOLD,  
MOISTURE,  
AND  
YOUR HOME**

Indoor Air Quality (IAQ)

EPA 402-K-02-003  
(Reprinted 09/2012)

**This Guide provides  
information and guidance  
for homeowners and  
renters on how to clean  
up residential mold  
problems and how to  
prevent mold growth.**

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# A BRIEF GUIDE TO MOLD, MOISTURE, AND YOUR HOME

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1

# MOLD BASICS

- The key to mold control is moisture control.
- If mold is a problem in your home, you should clean up the mold promptly *and* fix the water problem.
- It is important to dry water-damaged areas and items within 24-48 hours to prevent mold growth.

**Why is mold growing in my home?** Molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided. Molds reproduce by means of tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. There are many types of mold, and none of them will grow without water or moisture.



*Mold growing outdoors on firewood. Molds come in many colors; both white and black molds are shown here.*

**Can mold cause health problems?** Molds are usually not a problem indoors, unless mold spores land on a wet or damp spot and begin growing. Molds have the potential to cause health problems. Molds produce allergens (substances that can cause allergic reactions), irritants, and in some cases, potentially toxic substances (mycotoxins).

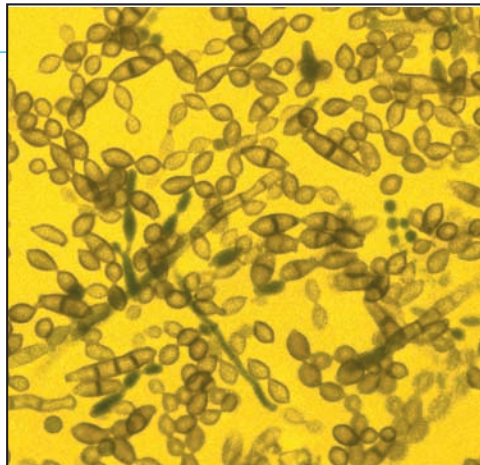
Inhaling or touching mold or mold spores may cause allergic reactions in sensitive individuals. Allergic responses include hay fever-type symptoms, such as sneezing, runny nose, red eyes, and skin rash (dermatitis). Allergic reactions to mold are common. They can be immediate or delayed. Molds can also cause asthma attacks in people with asthma who are allergic to mold. In addition, mold exposure can irritate the eyes, skin, nose, throat, and lungs of both mold-



allergic and non-allergic people. Symptoms other than the allergic and irritant types are not commonly reported as a result of inhaling mold.

Research on mold and health effects is ongoing. This brochure provides a brief overview; it does not describe all potential health effects related to mold exposure. For more detailed information consult a health professional. You may also wish to consult your state or local health department.

**How do I get rid of mold?** It is impossible to get rid of all mold and mold spores indoors; some mold spores will be found floating through the air and in house dust. The mold spores will not grow if moisture is not present. Indoor mold growth can and should be prevented or controlled by controlling moisture indoors. If there is mold growth in your home, you must clean up the mold **and** fix the water problem. If you clean up the mold, but don't fix the water problem, then, most likely, the mold problem will come back.



*Magnified mold spores.*

**Molds can gradually destroy the things they grow on. You can prevent damage to your home and furnishings, save money, and avoid potential health problems by controlling moisture and eliminating mold growth.**

# MOLD

## CLEANUP



*Leaky window – mold is beginning to rot the wooden frame and windowsill.*

If you already have a mold problem – **ACT QUICKLY.** Mold damages what it grows on. The longer it grows, the more damage it can cause.

**Who should do the cleanup?** Who should do the cleanup depends on a number of factors. One consideration is the size of the mold problem. If the moldy area is less than about 10 square feet (less than roughly a 3 ft. by 3 ft. patch), in most cases, you can handle the job yourself, following the guidelines below. However:

- If there has been a lot of water damage, and/or mold growth covers more than 10 square feet, consult the U.S. Environmental Protection Agency (EPA) guide: *Mold Remediation in Schools and Commercial Buildings*. Although focused on schools and commercial

buildings, this document is applicable to other building types. It is available on the Internet at: [www.epa.gov/mold](http://www.epa.gov/mold).

- If you choose to hire a contractor (or other professional service provider) to do the cleanup, make sure the contractor has experience cleaning up mold. Check references and ask the contractor to follow the recommendations in EPA's *Mold Remediation in Schools and Commercial Buildings*, the guidelines of the American Conference of Governmental Industrial Hygienists (ACGIH), or other guidelines from professional or government organizations.
- If you suspect that the heating/ventilation/air conditioning (HVAC) system may be contaminated with mold (it is part of an identified moisture problem, for instance, or there is mold near the intake to the system), consult EPA's guide *Should You Have the Air Ducts in Your Home Cleaned?* before taking further action. Do not run the HVAC system if you know or suspect that it is contaminated with mold - it could spread mold throughout the building. Visit [www.epa.gov/iaq/pubs](http://www.epa.gov/iaq/pubs) to download a copy of the EPA guide.
- If the water and/or mold damage was caused by sewage or other contaminated water, then call in a professional who has experience cleaning and fixing buildings damaged by contaminated water.
- If you have health concerns, consult a health professional before starting cleanup.

# MOLD **CLEANUP** GUIDELINES

## **BATHROOM TIP**

Places that are often or always damp can be hard to maintain completely free of mold. If there's some mold in the shower or elsewhere in the bathroom that seems to reappear, increasing the ventilation (running a fan or opening a window) and cleaning more frequently will usually prevent mold from recurring, or at least keep the mold to a minimum.



**Tips and techniques** The tips and techniques presented in this section will help you clean up your mold problem. Professional cleaners or remediators may use methods not covered in this publication. Please note that mold may cause staining and cosmetic damage. It may not be possible to clean an item so that its original appearance is restored.

- Fix plumbing leaks and other water problems as soon as possible. Dry all items completely.
- Scrub mold off hard surfaces with detergent and water, and dry completely.

*Mold growing on the underside of a plastic lawnchair in an area where rainwater drips through and deposits organic material.*



*Mold growing on a piece of ceiling tile.*



- Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy. Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.
- Avoid exposing yourself or others to mold (see discussions: **What to Wear When Cleaning Moldy Areas** and **Hidden Mold**.)
- Do not paint or caulk moldy surfaces. Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel.
- If you are unsure about how to clean an item, or if the item is expensive or of sentimental value, you may wish to consult a specialist. Specialists in furniture repair, restoration, painting, art restoration and conservation, carpet and rug cleaning, water damage, and fire or water restoration are commonly listed in phone books. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.

# WHAT TO WEAR WHEN CLEANING MOLDY AREAS



*Mold growing on a suitcase stored in a humid basement.*

It is important  
to take  
precautions to  
**LIMIT  
YOUR  
EXPOSURE**  
to mold and  
mold spores.

- **Avoid breathing in mold or mold spores.** In order to limit your exposure to airborne mold, you may want to wear an N-95 respirator, available at many hardware stores and from companies that advertise on the Internet. (They cost about \$12 to \$25.) Some N-95 respirators resemble a paper dust mask with a nozzle on the front, others are made primarily of plastic or rubber and have removable cartridges that trap most of the mold spores from entering. In order to be effective, the respirator or mask must fit properly, so carefully follow the instructions supplied with the respirator. Please note that the Occupational Safety and Health Administration (OSHA) requires that respirators fit properly (fit testing) when used in an occupational setting; consult OSHA for more information (800-321-OSHA or osha.gov/).

■ **Wear gloves.** Long gloves that extend to the middle of the forearm are recommended. When working with water and a mild detergent, ordinary household rubber gloves may be used. If you are using a disinfectant, a biocide such as chlorine bleach, or a strong cleaning solution, you should select gloves made from natural rubber, neoprene, nitrile, polyurethane, or PVC (see **Cleanup and Biocides**). Avoid touching mold or moldy items with your bare hands.

■ **Wear goggles.** Goggles that do not have ventilation holes are recommended. Avoid getting mold or mold spores in your eyes.



*Cleaning while wearing N-95 respirator, gloves, and goggles.*

### **How do I know when the remediation or cleanup is finished?**

You must have completely fixed the water or moisture problem before the cleanup or remediation can be considered finished.

- You should have completed mold removal. Visible mold and moldy odors should not be present. Please note that mold may cause staining and cosmetic damage.
- You should have revisited the site(s) shortly after cleanup and it should show no signs of water damage or mold growth.
- People should have been able to occupy or re-occupy the area without health complaints or physical symptoms.
- Ultimately, this is a judgment call; there is no easy answer.

# MOISTURE AND MOLD **PREVENTION** AND CONTROL TIPS

## **MOISTURE** Control is the Key to **Mold Control**



*Mold growing on the surface of a unit ventilator.*

- When water leaks or spills occur indoors - **ACT QUICKLY.** If wet or damp materials or areas are dried 24-48 hours after a leak or spill happens, in most cases mold will not grow.

- Clean and repair roof gutters regularly.
- Make sure the ground slopes away from the building foundation, so that water does not enter or collect around the foundation.
- Keep air conditioning drip pans clean and the drain lines unobstructed and flowing properly.





*Condensation on the inside of a window-pane.*

- Keep indoor humidity low. If possible, keep indoor humidity below 60 percent (ideally between 30 and 50 percent) relative humidity. Relative humidity can be measured with a moisture or humidity meter, a small, inexpensive (\$10-\$50) instrument available at many hardware stores.

- If you see condensation or moisture collecting on windows, walls or pipes - ACT QUICKLY to dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.

**Actions that will help to reduce humidity:**

- ◆ Vent appliances that produce moisture, such as clothes dryers, stoves, and kerosene heaters to the outside where possible. (Combustion appliances such as stoves and kerosene heaters produce water vapor and will increase the humidity unless vented to the outside.)
- ◆ Use air conditioners and/or de-humidifiers when needed.
- ◆ Run the bathroom fan or open the window when showering. Use exhaust fans or open windows whenever cooking, running the dishwasher or dishwashing, etc.

**Actions that will help prevent condensation:**

- ◆ Reduce the humidity (see preceding page).
- ◆ Increase ventilation or air movement by opening doors and/or windows, when practical. Use fans as needed.
- ◆ Cover cold surfaces, such as cold water pipes, with insulation.
- ◆ Increase air temperature.

*Mold growing on a wooden headboard in a room with high humidity.*



**Renters:** Report all plumbing leaks and moisture problems immediately to your building owner, manager, or superintendent. In cases where persistent water problems are not addressed, you may want to contact local, state, or federal health or housing authorities.



*Rust is an indicator that condensation occurs on this drainpipe. The pipe should be insulated to prevent condensation.*

**Testing or sampling for mold** Is sampling for mold needed? **In most cases, if visible mold growth is present, sampling is unnecessary.**

Since no EPA or other federal limits have been set for mold or mold spores, sampling cannot be used to check a building's compliance with federal mold standards. Surface sampling may be useful to determine if an area has been

adequately cleaned or remediated. Sampling for mold should be conducted by professionals who have specific experience in designing mold sampling protocols, sampling methods, and interpreting results. Sample analysis should follow analytical methods recommended by the American Industrial Hygiene Association (AIHA), the American Conference of Governmental Industrial Hygienists (ACGIH), or other professional organizations.

# HIDDEN MOLD



*Mold growing on the back side of wallpaper.*

**Suspicion of hidden mold** You may suspect hidden mold if a building smells moldy, but you cannot see the source, or if you know there has been water damage and residents are reporting health problems. Mold may be hidden in places such as the back side of dry wall, wallpaper, or paneling, the top side of ceiling tiles, the underside of carpets and pads, etc. Other possible locations of hidden mold include areas inside walls around pipes (with leaking or condensing pipes), the surface of walls behind furniture (where condensation forms), inside ductwork, and in roof materials above ceiling tiles (due to roof leaks or insufficient insulation).

**Investigating hidden mold problems** Investigating hidden mold problems may be difficult and will require caution when the investigation involves disturbing potential sites of mold growth. For example, removal of wallpaper can lead to a massive release of spores if there is mold growing on the underside of the paper. If you believe that you may have a hidden mold problem, consider hiring an experienced professional.

**Cleanup and Biocides** Biocides are substances that can destroy living organisms. The use of a chemical or biocide that kills organisms such as mold (chlorine bleach, for example) is not recommended as a routine practice during mold cleanup. There may be instances, however, when professional judgment may indicate its use (for example, when immune-compromised individuals are present). In most cases, it is not possible or desirable to sterilize an area; a background level of mold spores will remain - these spores will not grow if the moisture problem has been resolved. If you choose to use disinfectants or biocides, always ventilate the area and exhaust the air to the outdoors. Never mix chlorine bleach solution with other cleaning solutions or detergents that contain ammonia because toxic fumes could be produced.

**Please note:** Dead mold may still cause allergic reactions in some people, so it is not enough to simply kill the mold, it must also be removed.

*Water stain on a basement wall — locate and fix the source of the water promptly.*



## ADDITIONAL **RESOURCES**

For more information on mold related issues including mold cleanup and moisture control/condensation/humidity issues, visit:

[www.epa.gov/mold](http://www.epa.gov/mold)



*Mold growing on fallen leaves.*

*This document is available on the Environmental Protection Agency, Indoor Environments Division website at: [www.epa.gov/mold](http://www.epa.gov/mold)*

## NOTES

### Acknowledgements

EPA would like to thank Paul Ellringer, PE, CIH, for providing the photo on page 14.

Please note that this document presents recommendations. EPA does not regulate mold or mold spores in indoor air.



Indoor Air Quality (IAQ)



# DISPUTE RESOLUTION PROCESS



# **OWNER'S INFORMAL DISPUTE RESOLUTION PROCESS**

As a valued resident of our community, your concerns are very important to us. This is why a multistep dispute resolution process has been established to address Tenant concerns and any disputes relating to the Lease. The first step for resolving disputes is included in the Owner's two-part Informal Dispute Resolution Process below; and, if the Owner's two-part Informal Dispute Resolution Process does not resolve the dispute to your satisfaction, you have the right to elevate your concerns to the MHO and pursue the Government Dispute Resolution Process as set forth in the Universal Lease as incorporated into our Active Duty Tenants' current leases through HMC's Community Guidelines and Policies, which you will find copied below.

The Owner's two-part Informal Dispute Resolution Process is available to you so that your concerns are elevated to the appropriate HMC team members to ensure a thorough review of your concerns and a timely response. To afford us an opportunity to thoroughly evaluate and address your concerns as quickly as possible, any complaint or dispute must initially be submitted to us using the following process:

- 1. Submit a complaint online using the Owner Approved Form:** To initiate the Owner's Informal Dispute Resolution Process, you must:
  - a.** Prepare and submit an online complaint using the Owner approved form for review by the Community Director. The form allows you to describe the complaint in detail, provide adequate supporting information and documentation (i.e., complete description of the issue, photos, invoices, estimates, etc.), and detail what specific steps we might be able to take to address your concerns. This form is available and must be submitted online at <https://riskconnecthunt.force.com/Dispute/s/>. Once your complaint is submitted, you will receive an email confirmation including your dispute resolution number. Should you lack the means by which to submit your complaint electronically, please contact your Community Director for further assistance. For all other questions, please contact your Community Director.
  - b.** Cooperate with us as we investigate your concerns, which may include, without limitation, providing us with prompt access to your Premises for inspection or repairs, providing additional documentation, or answering questions about your complaint.
  - c.** Allow your Community Director up to five business days from the receipt of your online complaint to fully evaluate your concerns and respond.
  - d.** You will receive an email notification from the Owner's Informal Dispute Resolution portal once the Community Director has responded to your complaint.
- 2. If you are not satisfied with the Community Director's response to your complaint:** You may elevate your complaint to the Regional Director of Operations, by:
  - a.** Making a written request to your Community Director that your complaint be elevated to the Regional Director of Operations.
  - b.** You will receive an email from the Owner's Informal Dispute Resolution portal containing the Owner's approved Regional Level Request Form. Prepare and submit

the Regional Level Request Form online. Once your Regional Level Request Form is submitted online, you will receive an email confirmation. Please contact your Community Director with any questions.

- c. Cooperate with us on any additional reasonable requests to allow the Regional Director of Operations an opportunity to thoroughly investigate your complaint such that we may try to resolve it to your satisfaction.
- d. Allow the Regional Director of Operations up to ten business days from the receipt of your online request to review, evaluate and respond to your complaint.
- e. You will receive an email notification from the Owner's Informal Dispute Resolution portal once the Regional Director of Operations has responded to your complaint.

**If you are not satisfied with the Regional Director of Operation's response to your complaint:** You may pursue Government Dispute Resolution pursuant to the Universal Lease, as further outlined below.

## **GOVERNMENT DISPUTE RESOLUTION PROCESS (EXCERPT)**

### **“SECTION 9 -- DISPUTES”**

If Tenant has a dispute with respect to Owner's performance of responsibilities under the Lease or attached schedules, Tenant shall first attempt to resolve it by bringing the request or concern to the attention of the Owner. If Tenant and Owner are unable to resolve such dispute to the reasonable satisfaction of either party, Tenant shall attempt to resolve such dispute through Informal Dispute Resolution Processes set forth by the MHO; as such, informal process is identified and described on the Community Specific Addendum. If Tenant has a dispute pertaining to the Premises that is not resolved using the informal resolution processes, and the dispute pertains to rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an “Eligible Housing Dispute”), Tenant or Tenant's designated agent may submit the request or concern to the MHO for formal dispute resolution, in accordance with the Dispute Resolution Process set forth on Schedule 3. Tenant or Owner may seek legal advice or seek to resolve the dispute and pursue any remedy available by law in accordance with applicable law, except that Tenant and Owner shall not pursue such remedy available in law while a Formal Dispute Resolution Process under Schedule 3 is pending.

### **“SCHEDULE 3 — DISPUTE RESOLUTION PROCESS”**

#### **DISPUTE RESOLUTION PROCESS**

1. **Scope.** This Dispute Resolution Process (hereinafter, “Dispute Resolution Process”) allows eligible tenants of privatized military housing to obtain prompt and fair resolution of housing disputes concerning rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an “Eligible Housing Dispute”).

- 2. Eligibility.** Any military member, their spouse or other eligible individual who qualifies as a “tenant” as defined in Section 2871 of title 10 of the United States Code (hereinafter “Tenant” or “Tenants”) is eligible to seek resolution of Eligible Housing Disputes. Prior to initiating this Dispute Resolution Process, a Tenant must first attempt to resolve the dispute through the Informal Dispute Resolution procedures as described in Section 9 of this Lease agreement, which includes utilizing the informal issue resolution procedures of the Military Housing Office (“MHO”) with responsibility over the subject housing unit (the “Premises”).
- 3. Dispute Processing.**

  - (a)** To initiate the Universal Lease Dispute Resolution Process, the Tenant must complete the Form attached here as Exhibit A (hereinafter, “Request Form for Dispute Resolution Process”), available from the MHO, and submit it to the MHO responsible for their leased Premises. At a minimum, the Tenant must provide the following information on a Request Form for Dispute Resolution Process: (i) Tenant’s name, contact information, and military status; (ii) the Owner’s name; (iii) the address of the subject Premises; (iv) written affirmation the Tenant has sought resolution through, and completed, the informal issue resolution procedures set forth in Section 9 of the Lease agreement; and (v) a concise statement describing the dispute and prior efforts to resolve it. A Tenant who wishes Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process (not to exceed 60 calendar days), pending resolution of the dispute as provided for in Section 4 below, must explicitly request Rent segregation on Section 7 of the Request Form for Dispute Resolution Process.
  - (b)** Within two (2) business days after receiving a Request Form for Dispute Resolution Process, the MHO shall review the request and take the following action:

    - (i)** If the MHO determines the request is ineligible or incomplete, the MHO shall provide written notice to the Tenant, as further described below.
    - (ii)** If the MHO determines the request is complete and eligible for this Dispute Resolution Process, as determined by the MHO in its reasonable discretion, the MHO shall notify the Tenant of receipt and simultaneously provide a copy of the request to the Owner and the Installation Commander responsible for the Premises.
    - (iii)** If the MHO determines the Tenant is not eligible to request dispute resolution, the dispute is not an Eligible Housing Dispute, or the request for dispute resolution does not contain sufficient information, the MHO will provide a written notification to the Tenant explaining the reason(s) for the ineligibility or the information needed for further consideration. The Tenant may submit a revised Request Form for Dispute Resolution Process. All subsequently described deadlines associated with the Dispute Resolution Process will run from the date of MHO’s receipt of an administratively complete Request Form for Dispute Resolution Process..
  - (c)** The Deciding Authority shall be the Installation or Regional Commander with authority over the Premises.
- 4. Treatment of Rent Payments Pending Dispute Resolution.** If an Eligible Housing Dispute alleges failure to meet applicable maintenance guidelines and procedures prescribed under the terms of the Lease agreement or applicable Schedules and addenda, or the housing unit is otherwise alleged to be uninhabitable according to applicable State or local law, a Tenant may request Owner to withhold all or part of the Rent payments received by Owner

during the Dispute Resolution Process (not to exceed 60 calendar days), on the Request Form for Dispute Resolution Process. Upon receipt of an administratively complete Request Form for Dispute Resolution Process in which the Tenant has requested a partial or complete withholding of Rental payments, the MHO will notify the Owner to initiate the process to withhold such payments from use. The Owner shall segregate amounts equal to such payments (the "Segregated Rental Payments") in a project level reserve account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors for any purpose pending completion of the Dispute Resolution Process.

- 5. Owner and Tenant Obligations Pending Dispute Resolution.** The rights and responsibilities of both Owner and Tenant under the Lease shall be unaffected by, and continue, pending the Dispute Resolution Process, including the ability of the Owner to access, maintain, and repair the premises. Any actions taken by the Owner to repair the premises during the Dispute Resolution Process shall be considered by the Deciding Authority in rendering a decision.
- 6. Inspection.** Within seven (7) business days of receiving an administratively complete Request Form for Dispute Resolution Process, if the Eligible Housing Dispute is related to living conditions or the physical condition of the Premises, the MHO shall schedule and conduct a physical inspection of the Premises. The Owner and its designee, the Tenant or Tenant's representative, and the Dispute Resolution Investigator shall be notified of any inspection schedule and be afforded the opportunity to be present at the inspection. The Owner or its designee may schedule a separate inspection, at which the Tenant or Tenant's representative shall be allowed to be present. The Tenant shall grant access to the Premises for these inspections at a time or times and for a duration or durations mutually agreeable to the attendees. The Deciding Authority may grant an additional seven (7) business day extension in writing, if necessary, at the request of the MHO, the Owner, or the Tenant to facilitate inspections. If a Tenant fails to grant access to the Premises for inspections discussed in this Section, the Dispute Resolution Process shall terminate, no decision rendered, and the specific subject of the dispute deemed ineligible for future consideration. Within three (3) business days of the MHO inspection, the MHO shall make a written report of findings, and transmit the results of the inspection to the Deciding Authority, the Owner and the Tenant.
- 7. Consideration of Recommendations.** Before making a decision, the Deciding Authority shall solicit written recommendations or information relating to the Eligible Housing Dispute from each of:
  - (a)** The head of the MHO;
  - (b)** Representatives of the Owner for the subject Premises;
  - (c)** The Tenant of the subject Premises;
  - (d)** If the Eligible Housing Dispute involves maintenance or other facilities related matter, one or more professionals with specific subject matter expertise in the matter under dispute, selected and provided by the Deciding Authority. The cost of any other additional inspections, reports, or evidence gathered by the Parties will be borne by the Party requesting additional inspections; and
  - (e)** An independent Dispute Resolution investigator (the "Dispute Resolution Investigator") selected by the Deciding Authority who shall consider the recommendations or information collected pursuant to Sections 7(a) through 7(d) of this Schedule in making a recommendation.

The Deciding Authority shall make any written recommendation or information relating to the Eligible Housing Dispute provided pursuant to this Section 7 available to the Owner and Tenant for review within three (3) business days of receipt by the Deciding Authority of all written recommendations or information collected pursuant to Section 7(a) through 7(e) of this Schedule. Both the Owner and Tenant shall have up to three (3) business days to submit a written rebuttal to any information received by the Deciding Authority. The Deciding Authority shall make any rebuttal submission available to the other Party within three (3) business days of receipt. At the end of any applicable period for rebuttal, the fact-finding portion of the Dispute Resolution Process shall be considered completed.

- 8. Decision.** The Deciding Authority shall issue a final written decision in the Dispute Resolution Process no later than thirty (30) calendar days after MHO's receipt of an administratively complete Request Form for Dispute Resolution, unless good cause exists for the Deciding Authority to take up to an additional thirty (30) calendar days. In no case, however, shall the Deciding Authority make a decision more than sixty (60) calendar days after the MHO accepts as complete the Request Form for Dispute Resolution Process. The Deciding Authority shall transmit the decision to the Tenant, the Owner, and the MHO on or before the deadline outlined herein. The decision shall include a certification that the Deciding Authority solicited and considered the recommendations described in Section 7 of this Dispute Resolution Process; a concise statement of the rationale underlying the decision; and the resolution of the Eligible Housing Dispute, which may include direction of any remedies available under Section 9 of this Dispute Resolution Process, or a finding of no fault by the Owner, as applicable.
- 9. Remedies.** The Deciding Authority (i) shall direct the final determination of the disposition of any Segregated Rental Payments, and (ii) may direct one or more of the following remedies and specify a reasonable time for the Owner and/or Tenant to comply, as applicable:

  - (a)** Direct the Owner to take action to remediate the Premises. Such an order may identify specific commercially reasonable outcomes but shall not specify methods of repair;
  - (b)** Direct the Owner to fund Tenant relocation in accordance with the Minimum Standard Tenant Displacement Guidelines (Schedule 4);
  - (c)** Direct the distribution of any Segregated Rental Payments to Owner or Tenant, as applicable;
  - (d)** Direct a reimbursement or credit, as appropriate, for the payment of any fees, charges, or move-out damage assessments determined to be due to Owner or Tenant; or
  - (e)** Allow Tenant to terminate the Lease or excuse Tenant from minimum move-out notice requirements and any associated fees.

The Deciding Authority may not order any remedies other than those specified in Sections 9(a) through 9(e) above. The Deciding Authority's decision is the final action available under this Dispute Resolution Process. To the extent, the decision requires Owner to perform work at the Premises; such decision shall stipulate that the Tenant shall not interfere with Owner's ability to perform work at the Premises. The Deciding Authority shall reasonably determine whether such work ordered to be performed by Owner pursuant to the Dispute Resolution Decision has been satisfactorily completed.

- 10. Availability of Assistance to Tenants.** While the Dispute Resolution Process does not require the use of legal services, military legal assistance attorneys may provide legal services in furtherance of this Process to Tenants statutorily eligible for military legal services to the extent those services are available at the military installation. Private civilian attorney or other assistance may be obtained by the Parties at each Party's own expense without reimbursement. In addition, a Tenant Advocate from the MHO may provide the Tenant advice and assistance on the Dispute Resolution Process.
- 11. Relationship to Applicable Laws.** Nothing in this Dispute Resolution Process, or any decision rendered by the Deciding Authority, shall prohibit a Tenant or Owner from pursuing the original Eligible Housing Dispute in any adjudicative body with jurisdiction over the housing unit or claim in accordance with applicable state and/or federal law. Nothing in this Dispute Resolution Process shall prohibit a Tenant or Owner from pursuing an ineligible dispute in any appropriate adjudicative body.
- 12. Confidentiality and Use of Information in Subsequent Litigation.** By using the Dispute Resolution Process, the Parties agree and agree to cause their representatives to maintain the confidential nature of the proceeding and the Decision. No action taken by the Parties in connection with this Process shall be deemed or construed to be: (a) an admission of the truth or falsity of any claims heretofore made, or (b) an acknowledgment or admission by either Party of any fault or liability whatsoever to the other Party or to any third Party. Further, any recommendation gathered by the Deciding Authority pursuant to Sections 7(a) through 7(e) of this Dispute Resolution Process, and any written decision or remedy rendered pursuant to Sections 8 or 9 of this Dispute Resolution Process shall remain confidential and may not be released or used as evidence in a court of law or other similar judicial proceeding, except to the extent necessary to demonstrate that any alleged damages have or have not been remedied, and shall be withheld from release, as applicable, under the Freedom of Information Act (FOIA).

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# **EXHIBIT A — REQUEST FORM FOR FORMAL DISPUTE RESOLUTION PROCESS**

## **REQUEST FORM: GOVERNMENT FORMAL DISPUTE RESOLUTION**

**1. Tenant Name (Rank, Last, First):**

\_\_\_\_\_

**2. Premises Address (Street, City, State, Zip):**

\_\_\_\_\_

**3. Tenant Contact Information:**

**(a)** Phone # (Home/Cell): \_\_\_\_\_

**(b)** Email: \_\_\_\_\_

**4. Owner Company Name:** \_\_\_\_\_

**5. Owner Contact Information:**

**(a)** POC Name (Last, First): \_\_\_\_\_

**(b)** Phone # (Home/Cell): \_\_\_\_\_

**(c)** Email: \_\_\_\_\_

**6. Statement describing the dispute and prior efforts to resolve it (including supporting documentation):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. Rent Segregation Request. Tenant hereby requests segregation of Tenant's future Rent payments as of the date set forth below.**

\_\_\_\_\_ Tenant requests full Rent segregation in the amount of \$ \_\_\_\_\_ per month, or

\_\_\_\_\_ Tenant requests partial Rent segregation in the amount of \$ \_\_\_\_\_ per month.

**8. Name and signature of Tenant confirming they have sought resolution through, and completed, the informal resolution process procedures set forth in Section 9 of the Lease agreement.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **(TO BE COMPLETED BY THE MHO)**

This is an administratively complete request eligible for Rent segregation in accordance with Lease Section 9 and Section 4 of Schedule 3 (Dispute Resolution Process). Owner is directed to segregate an amount equal to \$ \_\_\_\_\_ per month in a segregated account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors.

Name of MHO Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_