



# City Council Committee Meeting Agenda

## Community Development Committee

Stanwood City Hall  
Conference Room  
10220 270<sup>th</sup> Street NW, Stanwood

Meeting information is posted online at  
<https://stanwoodwa.org/>.

**Thursday July 6, 2023, at 5:00 PM**

- HASCO Interlocal Agreement
- Storefront Improvement Program Amendments
- West End Gateway
- SMC Title 7 – Health and Sanitation and Title 8 - Animals



**CITY OF STANWOOD  
COMMUNITY DEVELOPMENT COMMITTEE  
AGENDA STAFF REPORT**

**DATE:** July 6, 2023

**SUBJECT:** July CDC Agenda Topics

**FROM:** Patricia Love, Community Development Director

---

***Housing Authority of Snohomish County (HASCO) Interlocal Agreement***

A draft HASCO Interlocal Agreement (ILA) was presented to the Community Development Committee on June 1, 2023. Overall, the Committee was supportive of entering into an ILA with HASCO but requested additional information regarding their maintenance and operations before moving the ILA forward to the full Council for review.

Q: Has HASCO experienced a higher-than-normal amount of drugs and crime in their low income or subsidized housing units.

Response: HASCO has not experienced high crime or drug use on their properties due to the fact that tenants could lose their lease and housing subsidy. The majority of HASCO's properties in the north end of the County are low income, senior or disability housing where tenants pay a proportionate share of rent. Losing their subsidy could significantly affect their ability to find replacement housing and put them at risk of becoming homeless. HASCO's rentals have had no correlated link to increased crimes or drug usage.

Q: What are the terms of HASCO's leases and what are the triggers to terminate a lease?

Response: HASCO has provided a copy of their lease agreement and house rules which include termination clauses. Section 17 of their lease agreement includes a detailed list of reasons for a lease termination including drug and criminal activities.

Q: Who manages HASCO's properties and units?

Response: HASCO either hires a management company or uses a HASCO employee to manage their properties.

Q: Should HASCO owned and operated units be located closer to transit lines versus downtown Stanwood?

Response: HASCO purchases property as opportunities come available. The Stanwood properties were included in a "bundled" purchase deal with the seller. However, when looking for properties they consider many factors including locations with proximity to jobs, transportation connections, schools and other basic needs.

Q: What is the future strategic direction of the agency?

Response: Per their response letter, HASCO's current focus has been looking for opportunities in south Snohomish County -Lynnwood, Edmonds, Mountlake Terrace, and Bothell - because of coming of light rail and Puget Sound Regional Council expectations that population growth occurs near major transportation lines. However, if an opportunity comes available, they would like to find a multifamily project in north part of the county to purchase, since all their properties north of Marysville are senior/disabled properties.

To clarify, HASCO is not looking for a project in Stanwood at this time. They are in the process of updating their ILA only; if a property in Stanwood became available HASCO would initiate conversation with the City and Council regarding their intent.

### ***Storefront Improvement Program Amendments***

The Community Development Committee met on June 1 to discuss amendments to the Storefront Improvement Program. Recommended amendments to the SIP from the committee were brought to the Economic Development Board on June 16 and the board had the following discussions:

**Red Text** = Community Development Committee

**Blue Text** = Economic Development Board

1. Should the school district be allowed to apply?  
**No. This program should focus on storefronts.**  
**No, we should focus only on storefronts.**
2. What should the labor match be capped at?  
**Is there a way to set a standard rate for labor? What do other cities do? What happens if the applicant does a poor job on the improvements? City commented that applicants are not eligible for reimbursement until they complete an inspection with city staff for final approval of completion.**
3. Can security cameras be an allowed use for the program?  
**No.**  
**No.**
4. What qualifies as maintenance vs improvement? Should doors not be included as an allowed use?  
**We should prioritize visual improvements and changes on more visible businesses. We need to better define visual improvements.**  
**EDB and council should use their discretion to determine whether a proposed project is maintenance vs improvement.**
5. Should the downtown revitalization improvement district map be more restrictive?  
**We should not restrict the areas of downtown. Many businesses are visible along SR 532 and should still be able to apply.**
6. Should we emphasize and prioritize main street?  
**This should not necessarily be written as a requirement in the program. EDB and Council should use their discretion when it comes to approving/denying.**

7. Should we limit applicants from reapplying next year or future years?  
 Some sort of lifetime cap per property or business owner should be implemented. Maybe consider a yearly cap for grant dollars awarded, over a lifetime of the program.  
 We should prioritize properties that have a larger need for improvements.  
 Second time applicants should go to the bottom of the list.  
 Should establish a lifetime cap of a dollar amount per applicant or number of times an applicant can apply for the grant.
8. Are there any other amendments that should be included in the SIP?

Based on the feedback from the Economic Development Board and Community Development Committee, staff recommends the following:

1. For the grant match, there should not necessarily be a labor match cap. All applicants are required to provide cost estimates prior to submitting a final application, so their labor match should not deviate too far from the proposed cost estimates.
2. The downtown revitalization improvement district should remain the same. EDB and council may use their discretion to prioritize businesses with more visible improvements.
3. A lifetime grant award cap of \$40,000 should be implemented for property owner/business owner. Applicants may apply multiple times, up to the grant award cap, but depending on the number of applications at a given time, their application will be given lower priority.

All changes will be implemented for 2024 to avoid any delays to applicants this year.

Staff will share final comments and recommendations from the Community Development Committee and the Economic Development Board for final approval from City Council.

### ***West End Gateway***

The West End Gateway Project is part of the greater City Beautification project list and is intended to signify the entrance into the historic brick road, west end downtown area and denote it as a special place. The Gateway is intended to increase visibility of downtown Stanwood to city residents and tourists from SR 532.

Initially four general locations were identified as potential gateway locations: 102nd Avenue / 270th Street, Camano Street and SR 532, 270th Street and Camano Street and Camano Street near the old furniture store. After several conversations with the Twin City Mile Steering Committee, the Economic Development Board and the Council Community Development Committee it has been recommended that the gateway be located at the 102nd Avenue / 270th Street intersection as 102nd Avenue is the primary entry into the west end historic area and is visible from SR 532.

The Community Development Committee met on March 2 to discuss the West End Gateway. Feedback from the committee were brought to the Economic Development Board on March 17.

The City also invited business/property owners in West Downtown to a virtual meeting on April 27.

### City Board/Committee and Community Recommendations:

Due to the constraints of the intersection, the committees liked the concept of stringing overhead lights across the intersection from decorative poles. The Community Development Committee provided the following feedback:

- Support options for banners: hanging banners/design/wrapped
- Visibility during daylight is questionable; consider options to see lights better in daylight
- Extend Visibility to SR 532: lighting/ wayfinding signage
- Improve signage to public parking lot: typical green on white or blue signs

The Economic Development Board provided the following feedback:

- Use City decorated light poles with art features added to the poles.
- Consider if / how solar lighting could be used.

The business/property owners provided the following feedback:

- Support for visibility from SR532
- Extended design may have more impact
- Possibility to add banners specific to district (i.e. West End Historic District)
- Prefer the banner poles that were used in the West End

Based on feedback from the Economic Development Board, Community Development Committee, and business/property owners, staff have proposed four options:

**Option 1:** Replace the existing light posts on 102<sup>nd</sup> with the light posts used along Viking Way. Cost estimate is approximately \$90,000. There may be height constraints with the power lines.





**Option 2:** Add two banner poles next to the Stanwood Hotel and Bank of America. There is currently a banner pole at the southeast corner of the intersection, but this will need to be replaced to meet height clearance. The existing banner pole can be relocated. **Cost estimate is approximately \$2,500+ per banner pole, totaling \$5,000.**



**Option 3:** Add two banner poles next to the Stanwood Hotel and Bank of America closer to SR532. **Cost estimate is approximately \$2,500+ per banner pole, totaling \$5,000.**



**Option 4:** Add four banner poles next to the Stanwood Hotel and Bank of America. Cost estimate is approximately **\$2,500+ per banner pole, totaling \$20,000.**



Staff is also working with the Stanwood Camano Arts Advocacy Commission to determine the art element to the West End Gateway. Based on site constraints, staff is exploring options of light weight decorative flags.

### ***Stanwood Municipal Code Update: Titles 7 and 8***

Staff is beginning the next batch of Municipal Code updates which includes Title 7 – Health and Sanitation and Title 8 – Animals. Attached are the scoping memos for each Title which outline the proposed approach to the redrafts. After the approach memos are approved, the Consultant will begin drafting the actual code language for each Title.

Title 7 – Health and Sanitation is the general nuisance code for the City. This Title will include the existing three chapters following the same general format as the current code with the addition two new chapters as follows:

*Chapter 7.04 – Garbage Collection:* This chapter will be renamed to Solid Waste to reflect modern terminology and will be updated to be consistent with the City's service agreement with Waste Management, adding anti-scavenging provisions, and setting penalties for violations or fees for additional service.

*Chapter 7.12 – Litter Control:* This entire chapter is out of date and will be rewritten to reference current state law. It is also proposed to rename the chapter "Littering".

*Chapter 7.16 – Nuisances:* Adoption of the existing nuisances enforceable by the City Code Enforcement Office and Police Department with the addition of junk vehicles and materials, abandoned properties, graffiti, unmaintained vegetation, and chronic nuisances.

*New Chapter 7.20 – Smoking and Vaping:* The smoking provisions contained in Title 6 will be expanded to cover any indoor or outdoor public places, not just parks and open spaces.

*New Chapter 7.30 – Noise Control:* Noise control is being moved from Title 9 – Public Peace, Safety and Welfare, to be consolidated with the other nuisance provisions.

Title 8 – Animals, contains the animal control licensing and regulations of the City. This Title as currently written contains only one chapter and is difficult to follow and attempts to combine too many issues that may or may not be consistent. This Title will be reorganized into new Chapters addressing specific issues for ease of reading and enforcement.

*Chapter 8.02 – General Provisions:* Contain provisions applicable to the entire Title such as definitions, enforcement, and severability.

*Chapter 8.10 – Dogs:* Address dog licensing, leash requirements, limitation on number of dogs allowed, dangerous dogs, animal noise, animal waste, and exemptions for guide dogs.

*Chapter 8.20 – Kennels and Catteries:* Existing code provisions adopted in its own chapter.

*Chapter 8.30 – Pet Shops and Grooming Parlors:* Existing code provisions adopted in its own chapter.



Chapter 8.40 – Livestock: Existing code provisions adopted in its own chapter. This Chapter will also address small livestock as pets.

Chapter 8.50 – Dangerous Animals: Create a specific chapter addressing exotic, wild or dangerous animals (other than dogs) consistent with state law.

Chapter 8.80 – Animal Cruelty: Existing code provisions adopted in its own chapter and updated per state law.

Chapter 8.90 – Enforcement and Impoundment: Enforcement chapter for the Title, include laws regarding impound animals and dealing with stray animals.

**EXHIBIT A**

**HASCO MEMO**



June 28, 2023

Patricia Love  
City of Stanwood  
Planning Department

#### LEASE/RULES/CRIME

During our conversation you asked for a copy of our lease and house rules. I believe you were asking this relative to possible crime at HASCO properties and how we handle that. I think there was some concern expressed by members of your committee about an increase in crime for HASCO properties and/or multi-family housing. I know I have heard this assertion before, but I have never seen any study or evidence documenting this. We have 30 units at our Hilltop Site, so I would think that crime would be about the same for any other 30 units of housing in the city.

Generally, I believe issues like this are due to poor management practices. HASCO manages our subsidized portfolio, and contracts with property management companies for these services at our larger work force housing properties. We do strive to manage and maintain our properties to a high standard so that they become an asset to the community and to be accepted by the community.

Attached to this email is a sample lease template that is used at our projects funded by USDA Rural Housing Services, which is used at Hilltop House 1&2 in Stanwood. I have also included a sample filled in with house rules and addendums that are standard for HASCO.

This includes as an addendum for Drug and Crime Free Use, which allows us to terminate tenancy (Page 17) and a Marijuana Acknowledgement (Page 40), since although it is legal in Washington State, it is not legal at the Federal level, and therefore should not be used on the premises. Hilltop is a subsidized project for seniors or disabled. There is a strong incentive to maintaining "good standing" in a subsidized unit. There is such a huge lack of subsidy and affordable housing, and losing this subsidy would put most of them in dire financial circumstances.

*Ways Home. Paths Forward.*



---

(425) 290-8499 Phone • (425) 290-5618 Fax  
[www.hasco.org](http://www.hasco.org) • 12711 4th Ave West • Everett, WA 98204

## STRATEGIC PLAN

You also asked whether HASCO has a strategic plan. We do not. We have undertaken several initiatives more focused on internal management practices to improve internal processes. Putting more focus on a human centered approach, such as Trauma Informed Leadership. Since what we do is human service, we want to make sure we get this part right. We do operate with a Mission and Vision Statement. Our Mission Statement is to. . . .”expand housing opportunities that promote stability, strengthen community, and provide stability; while our Vision Statement is. . . “we envision a future where all County residents have safe and affordable housing; where community becomes opportunity and where housing becomes a home.

When we have attempted to do strategic plans in the past, they tended to focus on numeric metrics that could be easily measured, like adding a certain number of additional units to our portfolio or earning so much money in net operating income or rate of return. However, chasing some numeric goals may not lead to the best results. For example, adding a certain number of units each measurement period may lead you to chase deals that are not prudent just to meet your goal. Or in the case of net operating income, we can easily do this, but it requires increases in rents that our residents may be unable to afford, which is in conflict with our mission statement.

Generally speaking, we consider ourselves “opportunity based”. To be open to options that we determine are good for the organization.

## FOCUS

Our recent focus, because of coming of light rail, has been looking for Transit Oriented Development (TOD) opportunities in south Snohomish County (Lynnwood, Edmonds, Mountlake Terrace, and Bothell), because that is where the Puget Sound Regional Council expects most of the population gains to occur in the next 20 years. However, this does not exclude us from looking at projects in other areas. I would also like to find a multifamily project in north part of the county to purchase, if possible, since all our properties north of Marysville are senior/disabled properties.

When we look for properties, we look for the same things everyone does when considering where to live. Proximity to jobs, transportation connections, good schools, etc.

Hope I covered everything we talked about. Let me know if you have any other questions.

Sincerely,

Duane Leonard  
Executive Director

# **EXHIBIT B**

**HASCO HOUSE RULES**

**AND**

**LEASE ATTACHMENTS**





Once I, \_\_\_\_\_, lease up with the USDA Rural Development program, please update my remaining applications on file. Indicate if you would like to remain on the following waitlist(s):

**Circle either "Remain" or "Remove" for each program's wait list below:**

- \_\_\_\_\_ **Remain or Remove**
- \_\_\_\_\_ **Remain or Remove**
- \_\_\_\_\_ **Remain or Remove**
- \_\_\_\_\_ **Remain or Remove**
- \_\_\_\_\_ **Remain or Remove**
- \_\_\_\_\_ **Remain or Remove**
- \_\_\_\_\_ **Remain or Remove**
- \_\_\_\_\_ **Remain or Remove**

I understand that by signing this form the applications(s) that I circled to "Remove" will be cancelled and I will have to reapply if I change my mind in the future.

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

*Ways Home. Paths Forward.*



(425) 290-8499 Phone • (425) 290-5618 Fax  
www.hasco.org • 12711 4th Ave West • Everett, WA 98204

## **Rules and Regulations**

For USDA Rural Development financed properties

Property Name: River Vista I Apartments

Address: 106 E Burke Avenue Apt. Arlington, WA 98223

Phone #: (425) 290-8499 TDD #: Call 711

Emergency Phone#: (888) 697-8541 Emergency TDD #: Call 711

Landlord and tenant agree that the following provisions are added to the existing lease agreement through this addendum:

### **REASONABLE ACCOMMODATION POLICY STATEMENT**

If a reasonable accommodation is needed to accommodate a disability for these or other property policies, procedures or practices, a request should be made to management in writing or verbally. All requests will be documented by management in writing and considered in a prompt manner. Verification of the presence of a disability and/or the disability-related need for the requested accommodation may be required.

1. **ABRASIVES.** Tenant will not use scouring pads or other abrasives on the sink(s) or tub/shower enclosure.
2. **ABANDONMENT.** Per Washington State Landlord Tenant Law, abandonment is defined as failure to pay the rent when due and indications by words or actions an intention not to resume the tenancy. Tenants may be liable for rent for the 30-days after the landlord learns of the abandonment or 30-days after the next rent is due, whichever occurs first. After learning of abandonment, management may remove any property, place it in a reasonably secure location and then notify tenants of the place of storage and of their right to have property returned or sold. The conditions and length of time management must store property prior to disposal or sale is based on the value of the items in total and subject to State Landlord - Tenant Law.
3. **ABUSIVE LANGUAGE AND /OR BEHAVIOR.** A public nuisance is created when tenants or visitors offend public decency or annoy, injure or endanger the safety, health, comfort, or repose of any considerable number of persons. The use of profane language or exhibiting abusive or threatening behavior in public areas of the property creates a public nuisance that interferes with the quiet enjoyment of other tenant's, visitors and management. Public areas of the property include areas where people congregate such as common areas and grounds. This type behavior will not be tolerated by management.
4. **ACTION OF HOUSEHOLD MEMBERS AND GUESTS.** Residents are responsible for the actions of their household members and guests. The Tenant shall not undertake, or permit his/her household members or guests to undertake any hazardous acts or do anything that will increase the project's insurance premiums. Household members or guests shall not create disturbances or nuisances that threaten the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or actions that threaten the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.
5. **ALTERATIONS.** No change in any fixture, wiring or any part of the unit, including entry door locks and adhesive mirror tiles will be permitted. No credit will be given for repairs, painting, etc. made by the tenant. The tenant agrees not to do any of the following without first obtaining management's prior written approval:
  - a. Attach any shelves, screen doors, heavy objects on the wall or ceiling or other permanent improvements;
  - b. Change or remove any part of the appliances, fixtures or equipment in the unit;
  - c. Paint or install wallpaper or contact paper in the unit
  - d. Attach or place any fixtures, signs or fences on the building, the common areas, or grounds.
  - e. Attach awnings or window guards in the unit;
  - f. Place any aerials, antennas, satellite dishes or other electrical connections on the unit, buildings or grounds without prior written approval;
  - g. Add any furniture or decorative items to the common areas of the building.
6. **ANTENNA/SATELLITE.** No exterior television or radio antennas will be allowed. Satellite dishes are allowed with management approval. Please see management for satellite dish requirements.



7. **BARBECUES.** Barbecues are not to be used on decks or elsewhere without prior written permission of the on-site manager. Some local laws may ban the use of barbecues or ban them at certain times. If allowed by management, you must make sure that the barbecue is moved a safe distance away from building walls or flammable materials so as not to cause a fire. Charcoal barbecues are not allowed under any circumstances. Barbecues are not to be left unattended and usage must comply with local fire and air quality codes.
8. **BICYCLES AND OTHER VEHICLES.** Wheeled apparatus including bicycles, skateboards and motorcycles (excluding medical apparatus) cannot be ridden or parked on the sidewalks, grass or planting areas. These items cannot be stored in halls, walkways, stairways, porches or other public areas unless allowed by management. Parking lots are unsafe and may be prohibited as play areas by management.
9. **CAR WASHING.** Car washing is allowed only with prior permission of management. Soap or water cannot be allowed to run through walkways/sidewalks or onto planting areas or grass.
10. **CLEANING.** It is the responsibility of the tenant to keep the unit clean. Please ensure your carpets, flooring, window coverings, walls, countertops, cabinets, appliances etc are cleaned on a regular basis. If management becomes aware of damages to unit fixtures beyond normal wear and tear due to tenant abuse or neglect, management may require you to arrange to have flooring, window coverings, etc. cleaned to a standard acceptable to management, or pay actual charges for repair, cleaning or replacement.
11. **COMMERCIAL USE OF APARTMENTS.** The unit is to be used as a private dwelling only and not for general commercial/business purposes. For liability purposes, tenant must obtain prior written approval from management for the use of the apartment by a tenant for business purposes in addition to dwelling purposes. In general, only non-retail, small home-based businesses, where there are no non-residents coming into and out of the apartment on a regular basis may be considered by management. Please check with management regarding the business use of your apartment as there may be some additional regulatory restrictions regarding the commercial or business use of your apartment.
12. **COMMUNITY ROOMS AND OTHER FACILITIES/SERVICES AVAILABLE TO RESIDENTS.** Community facilities and rooms (if available) are for the use and enjoyment of all residents on an equal basis. The room may be reserved for private tenant parties such as showers, family get-togethers or receptions by contacting the site manager in advance. The site manager will post a notice setting aside the room for private use. If laundry or office facilities are located in the community room, the room will be made available to everyone during any private function. Please clean the community room after use to restore the room to the original condition prior to your use less normal wear and tear. Individuals with a disability may request a reasonable accommodation to this requirement and arrange for help or services in order to meet this requirement, if necessary. Tenants and guests must not destroy, deface, damage or remove any part of the unit common areas, or project grounds. There may be a refundable cleaning and damage deposit for the room. Please contact management for details. If damage occurs in the common areas or grounds as a result of tenant or their visitor's carelessness, misuse or neglect, the tenant may be responsible to pay the actual cost of cleaning or repairs.
13. **COMPLAINTS.** All complaints or requests should be made in writing to the site manager for documentation purposes. Forms are available from management for this purpose. Please refer to the property's grievance and appeals policy for more information. Individuals with a disability may request an alternate means of communicating a complaint or request, other than in writing, as a reasonable accommodation. Persons with language barriers may request or arrange interpretation alternatives or services. If the site manager is the subject of the complaint, the complaint should be directed to the Managing Agent. Complaints will be responded to in writing by the manager, or agent, as expeditiously as possible.
14. **CRIMINAL ACTIVITIES.** The illegal use, sale or distribution of narcotics or any other crime of physical violence to persons or property by tenant or any member of a tenant household, on or off the premises, is a violation and will result in eviction. Tenancy will also be terminated when tenants allow criminal activity on the premises by guests or visitors.
15. **DANGEROUS MATERIALS.** No paints, oils, gasoline or any flammable or environmentally hazardous materials are permitted in the apartments or storage areas. Site manager will be informed of, and have approval over, oxygen tanks in units. Management and local fire code may not allow for combustible oxygen tanks to be used in units where the tenants are smokers or allow guests to smoke. Tenant understands that it is the tenant's responsibility to ensure that all combustible and potentially combustible items are kept at least eight inches (8") away from all baseboard and wall heaters within their unit, as recommended by fire officials, in order to prevent a potential fire hazard.

Burning candles and/or incense must not be left unattended. Damage to the unit caused by tenant's or guests unsafe or careless use of burning or combustible items and materials will be the responsibility of the tenant.



16. **ENTRY DOORS AND KEYS.** In order to maintain the fire rating of the building and to help insure the security of all residents, apartment entry doors should not be left open. In limited access buildings, the entry doors to the buildings must remain closed at all times; they must not be propped nor left open. Keys to the main entry doors to the building are not allowed to be duplicated and distributed without prior written authorization of the site manager. All unit doors, main entry and mailbox keys are registered and recorded on a key issue form in the office. Please inform management if a duplicate unit key is needed or made for your unit.

There will be a **\$7.50 per key or \$120 re-key** charge for each unreturned or lost key to cover the cost of having the locks re-keyed in order to maintain the security of the apartments.

17. **EXTENDED ABSENCE** - The assisted unit at the property must be the resident's primary residence. Residents must not be away from their unit for more than 60 consecutive days per year unless for documented and verifiable emergency or health reasons. If the resident is away from their unit more than 60 days for reasons other than emergency or health reasons, the owner/agent will start termination of tenancy proceedings as per the lease provisions regarding primary residence. If absence is due to verifiable emergency or health reasons, termination tenancy will begin after the tenant is away from their unit for more than 180 days (6 mos.)

Tenants receiving rental assistance may continue to do so as long as they remain eligible for occupancy and for rental assistance under §3560.254(c), and as long as rental assistance units are available. Current residents that are away from their unit for more than 14 consecutive days must notify management every 14 days where they can be contacted and when they expect to return.

18. **GARBAGE DISPOSALS.** Tenant shall not put bones, peach pits, olive pits, shellfish, corn husks, artichoke leaves, potato peels, eggshells, etc. nor any non-food item(s) into the disposal. Please use only cold water when running the disposal and run it long enough to clear the garbage from the disposal and pipes. If the garbage disposal is damaged due to tenant abuse or neglect, the actual cost to repair or replace the disposal will be charged to the tenant.

19. **GARBAGE REMOVAL AND LITTERING.** Littering and improperly disposing of trash is a lease violation. The tenant agrees to remove garbage and other waste from the unit in a clean and safe manner including not putting out cigarettes on the sidewalks, on the grounds, and in driveways or dumping car ashtrays on the grounds. In buildings with interior hallways, garbage carried from the units through common areas should be secured in containers to prevent littering, leaks and stains in the halls, on stairs and in the elevator.

Trash should be disposed of by placing it inside the dumpster. Do not spill trash or leave trash bags, container or other items outside the dumpster because it could create a health and sanitation problems and/or additional charges from trash disposal companies. Recycling boxes should be fully broken down. Tenants may be charged the actual cost of disposal of items discarded improperly or requiring hazardous waste disposal. Individuals with a disability may request a reasonable accommodation to this requirement and arrange for help or services in order to meet this requirement, if necessary.

20. **GROCERY CARTS.** The use and storage on the premises of commercial grocery carts illegally removed from stores is prohibited. Any tenant bringing an unauthorized cart onto the premises will be reported to the appropriate authorities immediately. Any costs involved in returning the carts will be charged to the tenant.

21. **GUESTS AND UNAUTHORIZED OCCUPANTS.**

**Guest** – Defined as person(s) temporarily staying in a unit with the consent of the tenant or another member of the household who has express or implied authority to consent on behalf of the tenant. A guest is a temporary visitor of the tenant's and should not be confused with an unauthorized occupant. A guest is not a party to the lease agreement.

It is management's policy that tenants should notify management if their guests are expected to stay for 7 or more consecutive days and/or nights in order to not be considered an unauthorized occupant of the unit. Tenants should report the amount of time the guest is expected to stay in the apartment and that information documented for the tenant's file. If a guest is needed temporarily by the tenant during incapacitation of the tenant due to sickness or recovery, the tenant should inform management prior to allowing the guest to stay in the unit, in order to not be considered an unauthorized occupant of the unit. Management will allow reasonable guest privileges for documented and verifiable medical reasons.

No guest is allowed to stay or have re-occurring visits of more than 14 days and/or nights in a 45 day period, consecutive or not, without management's approval. If the tenant allows re-occurring visits of more than 14 days and/or nights in a 45 day period without management approval, the tenant can be considered allowing an unauthorized occupant.

**Unauthorized Occupant** – Defined as person(s) who, with the consent of a tenant, is staying in the unit, but is not listed on the lease documents or approved by the owner to dwell in the unit. Tenants shall use the premises only as a private dwelling for himself or herself, and the individuals listed on the Tenant Certification (3560-8).



If a tenant allows or permits other individuals to reside in the unit without obtaining the prior written approval of management, they could be subject to material non-compliance with the lease. Management has the right to require proof of domicile (as determined by management) of the tenant's guest if they are suspected of being an unauthorized occupant.

If a tenant wishes to add someone to the tenant's existing lease as a new household member, co-tenant or a live-in aide, the tenant must obtain prior management's approval. All applicants and live-in aides must complete an application and be screened for eligibility (if applicable) and/or acceptance for residency.

Live-in aides are required to be screened for public records and criminal history. Management has the right to accept or deny tenancy or accept or deny live-in aides based on the property's policies and requirements. Any tenant allowing a previously rejected guest, potential household member or live-in aide to continue to reside in the apartment could be considered keeping an unauthorized occupant.

22. **HARASSMENT PROHIBITED.** Tenant's must not coerce, intimidate, threaten, or interfere with any other tenant's, visitor's or management or associates exercise or enjoyment of any Fair Housing right because of that person's race, color, religion, sex, disability, familial status, national origin (including sexual harassment). Tenants should report any incidence of harassment to management to initiate an investigation.
23. **INSPECTIONS.** The tenant agrees to permit management, his/her agents or other persons, when authorized by management, to enter the unit for the purpose of making reasonable repairs and periodic inspections. Management will perform unit inspections on at least an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. Management will also take this opportunity to determine any damage to the unit caused by the tenant's abuse or negligence and, if so, make the necessary repairs and bill the tenant for the actual cost of the repairs.
24. **LANDSCAPE.** The tenant shall not alter, disturb, add plants, ornaments or signs or interfere with the grounds treatment without prior written approval of the site manager. Tenants will be required to properly pick up their own entrance areas, patios, balconies and storage areas or areas near or in front of their exterior doors. Tenants are encouraged to garden in designated areas, if available, and should get instruction from management regarding planting and upkeep.
25. **LIGHT FIXTURES AND APPLIANCES.** Tenants must use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended. Due to the potential fire hazard, it is not recommended to use a light bulb of higher wattage than is allowed in appliances or light fixtures where the correct wattage is clearly indicated.
26. **LITTERING.** Littering the grounds and parking area is strictly prohibited including putting out cigarettes on the sidewalks, on the grounds, and in driveways or dumping car ashtrays on the grounds. Tenants will dispose of all trash carefully so that it cannot fall out of the dumpsters and litter the grounds.
27. **LOCKOUTS.** Lock out services will be provided by management to tenants at no charge during regular business hours. Regular business hours are posted at the property. Lockout services after regular business hours and on weekends may be available, but tenants may incur a reasonable charge based on actual cost, if the property does not have a designated key holder or a manager living on site. There may be an additional charge when the tenant requires lockout services in excess of (4) times, regardless of the time of day. Please contact management for details. Lockout services will not be provided for non-residents. Lockouts will be documented for the tenant file for billing and records purposes.
28. **MAINTENANCE REQUESTS.** Any maintenance needs should be requested in writing and provided to the site manager. Forms are available at the site office. Maintenance personnel are not usually equipped to document the request properly, so please direct all requests to the office. Individuals with a disability may request an alternate means of communicating a complaint or request, other than in writing, as a reasonable accommodation. Persons with language barriers may request or arrange interpretation alternatives or services to communicate the maintenance request.
29. **MANAGEMENT.** Tenants and their guests shall not interfere or obstruct management from performing their managerial duties. Tenants must cooperate with management during unit inspections and other responsibilities of tenancy as outlined in the lease. Tenants that interfere or demonstrate abusive, threatening, intimidating or harassing behavior toward management and/or maintenance personnel are subject to eviction.
30. **MOVING.** Residents will move in and out of unit only between the hours of 9 am and 9 pm.





31. **NOISE AND DISRUPTIVE ACTIONS.** Residents, household members and guests shall have due regard for the peace, comfort and enjoyment of other residents. Loud voices, music, musical instruments, radios, television sets, record players, etc. shall be played only during reasonable hours from 8:00 am to 10:00 pm. If other tenants are disturbed by the volume it is **TOO LOUD**, regardless of the time of day. Excessive or repeated violations of the noise and disruptive action policies may result in termination of tenancy.
32. **OTHER SUBSIDY PROGRAMS.** If tenant is receiving a rental subsidy from a source other than USDA Rural Housing Service, tenant is responsible for complying with the regulations governing that rental subsidy. Management will cooperate to the best of its ability with tenant and any agency administering the other subsidy.
33. **PARKING. (If the property has designated parking, an additional policy will be provided that replaces the policy listed below)**  
There will be **NO** designated parking. All parking spaces will be available on a first-come, first-serve basis except for spaces provided for persons with disabilities, for loading/unloading or for the site manager, unless otherwise designated by management. If parking is limited, parking spaces may be limited to one space per household and/or guests and visitors may be required to park off site. Tenants must register their vehicle license numbers with the manager, if applicable.  
  
It is the responsibility of the tenant to notify management if their guests are parking in visitor parking overnight. Inoperative and/or unlicensed vehicles and the storage of unused vehicles are not allowed on the site. All vehicles not registered or unlicensed are subject to being towed. Only vehicles with a disabled parking permit or license are permitted in the spaces designated as disabled parking. All other vehicles are subject to immediate towing.
34. **PETS.** No pets are allowed on or in the premises without prior management approval and a prior signed pet agreement. The introduction of a management-approved pet must conform to the pet policy governing the property. Pets of persons visiting the tenant will not be allowed in common areas or in the apartments. Pet sitting is not allowed. Assistive, service and companion animals for the elderly or individuals with disabilities are not pets.
35. **RECREATIONAL VEHICLES.** No boats, trailers, ATVS, motor homes or other such recreational vehicles may be parked or stored on the premises.
36. **RENT PAYMENTS.** All rents are due on the first day of each month and are payable at the on-site management office unless otherwise designated in writing by management. For your own protection, it is advisable to make rent payments by money order or personal check. Receipts are provided upon request. Management may provide additional rent collection policies. Please see management for details.
37. **RESPONSIBILITY.** The landlord is not responsible for fire, theft, water or any other type of damage to personal belongings in tenant's unit or any other location on the premises, unless it is determined that such damage is the result of Owners or management's negligence. For your security, it is recommended that you keep your doors locked at all times. Management suggests tenants obtain renter's insurance to cover their own personal property, at their expense.
38. **ROOF ACCESS.** Residents are not permitted access to the roof, crawl spaces(s), or attics except in the case of emergencies and only authorized by management.
39. **SINGLE RESIDENCY (DUAL SUBSIDY).** Assisted residents must have only one permanent residence and receive assistance only in that unit. This rule is meant to ensure that the government pays assistance on only one unit for a household and provides assistance to as many eligible households as possible with available funding. This prohibition does not prevent a person who is currently receiving assistance from applying for an assisted unit in another property. An applicant or tenant is not allowed to pay an assisted rent in more than one unit at a time.
40. **SMOKING. (Please NOTE: If this property has a Non-Smoking policy, the policy will be provided by management in writing, and will replace the general provisions below)**  
No smoking is allowed in any common areas of the building or within 25 feet of an entrance to a common building. If smoking is allowed inside the units at this property, please be considerate of your neighbors that do not smoke. Please do not allow your smoke to enter into other units through their windows, doors or other means. There **may** be an area outside the building, away from other tenants' apartments where smoking is permitted and is the least intrusive to other tenants. Please ask management.  
  
Tenants who smoke, and through abuse or neglect, damage their unit interior, carpets, walls, window coverings, fixtures, etc., will be responsible to restore the unit to its original condition (prior to smoke damage) less normal wear and tear or pay actual costs for management to restore the unit to original condition (prior to smoke damage) less normal wear and tear at move-out.



Management considers damages such as stains and odor on walls, ceilings, cabinets, wood trim, tub and surround, carpet and other flooring, window coverings etc, damage beyond normal wear and tear of that of a non-smoker.

41. **SMOKE DETECTORS.** Each unit will have an operational smoke detector. It is the responsibility of the tenant to keep the smoke detector operational (including replacement batteries.) Any smoke detector that is malfunctioning must be reported immediately. Because of the severe threat it poses to the safety of all residents, any disconnection of or tampering with or making any alterations or adjustments to smoke detectors can be cause for eviction. **SMOKE DETECTORS MUST BE OPERATIONAL AT ALL TIMES.**
42. **SPRINKLERS.** Tenants must not tamper with sprinklers, sprinkler heads, outside or inside fire extinguishers, outside equipment, general use appliances or outside/inside electrical or fuse boxes.
43. **STORAGE.** No storage of personal belongings or furnishings will be permitted on decks, porches or other public areas. Only outdoor furniture in good condition will be allowed. Barbeques may be allowed with prior management's approval.
44. **STRAYS.** Feeding of stray animals is not allowed. Feeding strays will be considered keeping a pet without permission. Leaving food items on decks, patios, porches or balconies where strays or wild animals may be attracted is not permitted.
45. **UNIT TRANSFERS.** Management may approve a tenant's request for transfer from one unit to another for reasonable accommodation, for changes to household size or composition, or for other reasons based on the occupancy policies of the property. Refer to the property's Unit Transfer policies (if any) for more information.
46. **UTILITIES.** If the cost of certain utilities, such as unit electricity, are the responsibility of the tenant and covered in a utility allowance provided by RD, those utilities must be paid in a timely manner in order to avoid disconnection. Management may require a signed release from the tenant to obtain their utility billing records in conjunction with a utility allowance analysis. The tenant agrees sign release forms for this purpose if required by management.
47. **VEHICLE MAINTENANCE.** No oil or fluid changes will be permitted on site. Only minor automotive repairs may be completed on site and only after obtaining permission from the site manager. Oil and other fluid leaks from vehicles need to be repaired quickly to avoid damage to the property parking lot. If oil or other fluid leaks occurs and causes damage to the parking lot, the tenant may be responsible to pay the actual costs to repair the damage.
48. **WASHERS/DRYERS.** The common area washers and/or dryers are for the use of tenants household only. Guests may not use the common area washer or dryers for their own use. If damage occurs to the machines as a result of tenant or their visitor's carelessness, misuse or neglect, the tenant may be responsible to pay the actual cost of cleaning or repairs.
49. **WATER RUNNING.** Water shall not be left running in the kitchen, bathroom (except for showering), laundry, tenant maintained planting areas or elsewhere. However, from time to time we may ask that you keep cold water at a slow drip to prevent pipes from freezing. Promptly report all plumbing defects to the manager.
50. **WINDOWS AND BALCONIES.** Dust mops, brooms, mops, rugs, tablecloths and clothing will not be shaken, cleaned or left in public areas, any window, door, deck or landing. Exterior sills and ledges shall not be used for the storage of bottles, food, etc. To maintain a uniform exterior appearance, the window coverings supplied by the owner are not to be replaced nor any additional drapes, blinds or other type of covering added without prior permission from management.

**I/we by my/our signature(s) below, acknowledge that I/we have read and understand the above Rules and Regulations and agree to be bound by them.**

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W., Stop 9410 Washington, DC 20250-9410 or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer." We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. Persons with language barriers may request or arrange interpretation alternatives or services.*





# Summary of Tenant Grievance Procedures (7CFR 3560.160)

## for USDA Rural Development financed properties

It is in the interest of all parties involved to meet informally to discuss grievances and complaints in a professional and effective manner. The management of this property welcomes grievances and complaints regarding policies, procedures and/or employee practices if they are presented in a written format and management is given an opportunity to review the circumstances and the facts in the matter.

If an incident occurs that involves a violation of the lease and/or harm to another tenant or employee, management requires an incident report be completed by all parties and witnesses. This incident report will be presented to management and action taken, if warranted.

If a tenant has a complaint or grievance the tenant's first course of action is to request a meeting with the site manager in writing to discuss the matter. The manager will meet with that tenant to discuss the matter within 5 days of the request. If the matter is resolved no further action is necessary. If the results of that meeting are not satisfactory with the tenant they can request a hearing with the property manager (if any) within 10 days following the meeting with the site manager.

It is only after the tenant has met with the site manager to discuss the matter that they could contact the person listed below at the property management level (if any) for additional information or hearing:

Name Kristen Whittaker

Company Housing Authority of Snohomish County

Address 12711 4<sup>th</sup> Avenue West, Everett, WA 98204

Phone (425) 290-8499

Email [kwhittaker@hasco.org](mailto:kwhittaker@hasco.org) TDD 711

Topics covered in this handout include when to file a complaint, the hearing process, requirements governing the hearing, and the hearing decision. It is important to note that a resolution that is in the best interest of everyone should have gone through the entire grievance process before a final decision was made. Tenants or prospective tenants may file a grievance in writing with the borrower in response to a borrower action, or failure to act, in accordance with the lease or Agency regulations that results in a denial, significant reduction, or termination of benefits or when a tenant or prospective tenant contests a borrower's notice of proposed adverse action.

### A complaint may be filed when:

- There is a modification of the lease, change in the rules, or changes in the rent that are not authorized by the Agency.
- The borrower/management agent fails to maintain the property in a manner that is decent, safe, and sanitary.
- The borrower violates a lease provision or occupancy rule.
- Denial of admission to the project by a prospective tenant.

### A complaint may not be filed when::

- There is a proposed rent change that is authorized by the Agency.
- A tenant or prospective tenant believes that they have been discriminated against. If a person believes that discrimination has occurred, they should file a complaint with the USDA's Office of Civil Rights or the Secretary of HUD.
- A project has formed a tenant's association and all parties involved have agreed to use this association as a method of settling grievances.
- There are changes in the rules that are required by the Agency and proper notice has been given.
- The tenant is in violation of the lease and those violations result in termination of tenancy.
- Disputes between tenants that do not involve the borrower or management agent.
- Displacement or other effects as a result of prepayment.

### (a) General.

- (1) The requirements established in this section are designed to ensure that there is a fair and equitable process for addressing tenant or prospective tenant concerns and to ensure fair treatment of tenants in the event that an action or inaction by a borrower, including anyone designated to act for a borrower, adversely affects the tenants of a housing project.
- (2) Any tenant/member or prospective tenant/member seeking occupancy in or use of Agency facilities who believes he or she is being discriminated against because of age, race, color, religion, sex, familial status, disability, or national origin may file a complaint in person with, or by mail to the U.S. Department of Agriculture's Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW., Washington DC 20250-9410 or to the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development (HUD), Washington, DC 20410. Complaints received by Agency employees must be directed to the National Office Civil Rights Staff through the State Civil Rights Manager/ Coordinator.

### (b) Applicability.

- (1) The requirements of this section apply to a borrower action regarding housing project operations, or the failure to act, that adversely affects tenants or prospective tenants.
- (2) This section does not apply to the following situations:
  - (i) Rent changes authorized by the Agency in accordance with the requirements of 7 CFR § 3560.203(a);

- (ii) Complaints involving discrimination which must be handled in accordance with 7 CFR § 3560.2(b) and paragraph (a)(2) of this section;
- (iii) Housing projects where an association of all tenants has been duly formed and the association and the borrower have agreed to an alternative method of settling grievances;
- (iv) Changes required by the Agency in occupancy rules or other operational or management practices in which proper notice and opportunity have been given according to law and the provisions of the lease;
- (v) Lease violations by the tenant that would result in the termination of tenancy and eviction;
- (vi) ) Disputes between tenants not involving the borrower; and
- (vii) ) Displacement or other adverse actions against tenant as a result of loan prepayment handled according to subpart N of this part.

*(c) Borrower responsibilities.*

Borrowers must permanently post tenant grievance procedures that meet the requirements of this section in a conspicuous place at the housing project. Borrowers also must maintain copies of the tenant grievance procedure at the housing project's management office for inspection by the tenants and the Agency upon request. Each tenant must receive an Agency summary of tenant's rights when a lease agreement is signed. If a housing project is located in an area with a concentration of non- English speaking individuals, the borrower must provide grievance procedures in both English and the non- English language. The notice must include the telephone number and address of USDA's Office of Civil Rights and the appropriate Regional Fair Housing and Enforcement Agency.

*(d) Reasons for grievance*

Tenants or prospective tenants may file a grievance in writing with the borrower in response to a borrower action, or failure to act, in accordance with the lease or Agency regulations that results in a denial, significant reduction, or termination of benefits or when a tenant or prospective tenant contests a borrower's notice of proposed adverse action as provided in paragraph (e) of this section. Acceptable reasons for filing a grievance may include:

- (1) Failure to maintain the premises in such a manner that provides decent, safe, sanitary, and affordable housing in accordance with § 3560.103 and applicable state and local laws;
- (2) Borrower violation of lease provisions or occupancy rules;
- (3) Modification of the lease;
- (4) ) Occupancy rule changes;
- (5) ) Rent changes not authorized by the Agency according to § 3560.205; or
- (6) ) Denial of approval for occupancy.

*(e) Notice of adverse action.*

In the case of a proposed action that may have adverse consequences for tenants or prospective tenants such as denial of admission to occupancy and changes in the occupancy rules or lease, the borrower must notify the tenant or prospective tenant in writing. In the case of a Borrower's proposed adverse action including denial of admission to occupancy, the Borrower shall notify the applicant/tenant in writing. The notice must be delivered by certified mail return receipt requested, or a hand delivered letter with a signed and dated acknowledgement of receipt from the applicant/tenant. The notice must give specific reasons for the proposed action. The notice must also advise the tenant or prospective tenant of "the right to respond to the notice within ten calendar days after date of the notice" and of "the right to a hearing in accordance with § 3560.160 (f), which is available upon request." The notice must contain the information specified in paragraph (a)(2) of this section. For housing projects in areas with a concentration of non-English speaking individuals, the notice must be in English and the non-English language.

*(f) Grievances and responses to notice of adverse action.*

The following procedures must be followed by tenants, prospective tenants, or borrowers involved in a grievance/response to an adverse action.

- (1) The tenant or prospective tenant must communicate to the borrower in writing any grievance or response to a notice within 10 calendar days after occurrence of the adverse action or receipt of a notice of intent to take an adverse action.
- (2) Borrowers must offer to meet with tenants to discuss the grievance within 10 calendar days of receiving the grievance. The Agency encourages borrowers and tenants or prospective tenants to make an effort to reach a mutually satisfactory resolution to the grievance at the meeting.
- (3) If the grievance is not resolved during an informal meeting to the tenant or prospective tenant's satisfaction, the borrower must prepare a summary of the problem and submit the summary to the tenant or prospective tenant and the Agency within 10 calendar days. The summary should include: The borrower's position; the applicant/ tenant's position; and the result of the meeting. The tenant also may submit a summary of the problem to the Agency.

*(g) Hearing process.*

The following procedures apply to a hearing process.

- (1) *Request for hearing.* If the tenant or prospective tenant desires a hearing, a written request for a hearing must be submitted to the borrower within 10 calendar days after the receipt of the summary of any informal meeting.
- (2) *Selection of hearing officer or hearing panel.* In order to properly evaluate grievances and appeals, the borrower and tenant must select a hearing officer or hearing panel. If the borrower and the tenant cannot agree on a hearing officer, then they must each appoint a member to a hearing panel and the members selected must appoint a third member. If within 30 days from the date of the request for a hearing, the tenant and borrower have not agreed upon the selection of a hearing officer or hearing panel, the borrower must notify the Agency by mail of the situation. The Agency will appoint a person to serve as the sole hearing officer. The Agency may not appoint a hearing officer who was earlier considered by either the borrower or the tenant, in the interest of ensuring the integrity of the process.
- (3) *Standing hearing panel.* In lieu of the procedure contained in paragraph (g)(2) of this section for each grievance or appeal presented, a borrower may ask the Agency to approve a standing hearing panel for the housing project.

- (4) *Examination of records.* The borrower must allow the tenant the opportunity, at a reasonable time before a hearing and at the expense of the tenant, to examine or copy all documents, records, and policies of the borrower that the borrower intends to use at a hearing unless otherwise prohibited by law or confidentiality agreements.
- (5) *Scheduling of hearing.* If a standing hearing panel has been approved, a hearing will be scheduled within 15 calendar days after receipt of the tenant's or prospective tenant's request for a hearing. If a hearing officer or hearing panel must be selected, a hearing will be scheduled within 15 calendar days after the selection or appointment of a hearing panel or a hearing officer. All hearings will be held at a time and place mutually convenient to both parties. If the parties cannot agree on a meeting place or time, the hearing officer or hearing panel will designate the place and time.
- (6) *Escrow deposits.* If a grievance involves a rent increase not authorized by the Agency, or a situation where a borrower fails to maintain the property in a decent, safe, and sanitary manner, rental payments may be deposited by the tenant into an escrow account, provided the tenant's rental payments are otherwise current.
  - (i) The escrow account deposits must continue until the complaint is resolved through informal discussion or by the hearing officer or panel.
  - (ii) The escrow account must be in a Federally-insured institution or with a bonded independent agent.
  - (iii) Failure to make timely rent payments into the escrow account will result in a termination of the tenant grievance and appeals procedure and all sums will immediately become due and payable under the lease.
  - (iv) Receipts of escrow account deposits must be available for examination by the borrower.
- (7) *Failure to request a hearing*  
If the tenant or prospective tenant does not request a hearing within the time provided by paragraph (f)(1) of this section, the borrower's disposition of the grievance or appeal will become final.

(h) *Requirements governing the hearing.*

The following requirements will govern the hearing process.

- (1) Subject to paragraph (f)(2) of this section, the hearing will proceed before a hearing officer or hearing panel at which evidence may be received without regard to whether that evidence could be used in judicial proceedings.
- (2) The hearing must be structured so as to provide basic due process safeguards for both the borrower and the tenants or prospective tenants, which must protect:
  - (i) The right of both parties to be represented by counsel or another person chosen as their representative;
  - (ii) The right of the tenant or prospective tenant to a private hearing unless a public hearing is requested;
  - (iii) The right of the tenant or prospective tenant to present oral or written evidence and arguments in support of their grievance or appeal and to cross-examine and refute the evidence of all witnesses on whose testimony or information the borrower relies; and
  - (iv) The right of the borrower to present oral and written evidence and arguments in support of the decision, to refute evidence relied upon by the tenant or prospective tenant, and to confront and cross-examine all witnesses in whose testimony or information the tenant or prospective tenant relies.
- (3) At the hearing, the tenant or prospective tenant must present evidence that they are entitled to the relief sought, and the borrower must present evidence showing the basis for action or failure to act against that which the grievance or appeal is directed.
- (4) The hearing officer or hearing panel must require that the borrower, the tenant or prospective tenant, counsel, and other participants or spectators conduct themselves in an orderly manner. Failure to comply may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- (5) If either party or their representative fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for no more than five days or may make a determination that the absent party has waived their right to a hearing under this subpart. If the determination is made that the absent party has waived their rights, the hearing officer or hearing panel will make a decision on the grievance. Both the tenant or prospective tenant and the borrower must be notified in writing of the determination of the hearing officer or hearing panel.

(i) *Decision.*

Hearing decisions must be issued in accordance with the following requirements.

- (1) The hearing officer or hearing panel has the authority to affirm or reverse a borrower's decision.
- (2) The hearing officer or hearing panel must prepare a written decision, together with the reasons thereof based solely and exclusively upon the facts presented at the hearing within 10 calendar days after the hearing. The notice must state that the decision is not effective for 10 calendar days to allow time for an Agency review as specified in paragraphs (i)(3) and (i)(4) of this section.
- (3) The hearing officer or hearing panel must send a copy of the decision to the tenant, or prospective tenant, borrower, and the Agency.
- (4) The decision of the hearing officer or hearing panel shall be binding upon the parties to the hearing unless the parties to the hearing are notified within 10 calendar days by the Agency that the decision is not in compliance with Agency regulations.
- (5) Upon receipt of written notification from the hearing officer or hearing panel, the borrower and tenant must take the necessary action, or refrain from any actions, specified in the decision.

**I acknowledge I have received this Summary of Tenant Grievance and Appeals and understand the procedures:**

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

Date: \_\_\_\_\_

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W., Stop 9410 Washington, DC 20250-9410 or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer." We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. Persons with language barriers may request or arrange interpretation alternatives or services.



# **Pet Rules, Registration and Deposit Lease Addendum**

## **For USDA Rural Development financed properties**

**(Dogs/Cats allowed)**

Landlord and tenant agree that the following provisions are added to the existing lease agreement through this addendum:

1. **DEFINITION** - Tenants (pet owners) are permitted to keep common household pets in their dwelling unit in accordance with the pet rules. A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes is considered a common household pet. Common household pets do not include reptiles (except turtles) or insects. Management can refuse to register a pet if it is not a common household pet or deemed to be a dangerous animal.
2. **SERVICE ANIMAL EXEMPTION** - Service animals used to assist persons with disabilities are excluded from the requirements of the pet policy, pet rules and pet deposit. This prohibition does not preclude management from enforcing service animal rules at the property (if applicable) and/or state and local laws, if they apply.
3. **DENSITY AND SIZE** - No more than one (1) pet cat or dog will be allowed in each dwelling unit. The cat or dog must not weight more than 25 lbs. at full maturity. Only one (1) aquarium is allowed and it cannot exceed ten (10) gallons. In addition to a cat or dog, no more than other one (1) common household pets (as defined above) are allowed in the dwelling unit.
4. **INOCULATIONS** - Pets must be inoculated in accordance with state and local law. The pet owner is required to provide written evidence that all inoculations required by law have been given to the pet prior to bringing the pet onto the premises. Once registered with management, the owner must update the registration at least annually, including an updated certification of inoculations for the tenant's file.
5. **LICENSING** - Pets must be licensed in accordance with state and local law. Most local laws require licensing of dogs and cats. If licensing is required by law, the pet owner will provide written evidence of licensing the animal prior to bringing the pet onto the premises. Once registered with management, the owner must update the registration at least annually, including updated annual license information for the tenant's file.
6. **SPAYING OR NEUTERING** - All cats and dogs **MUST** be spayed or neutered. The pet owner will provide written evidence of spaying or neutering prior to bringing the pet onto the premises. If the pet is too young for spay or neutering, by 6 months of age, proof of spay or neutering must be provided to management.
7. **PET EXERCISE AND WASTE DEPOSIT** - If an area at the property is designated for pet exercise and/or waste deposit, the pet owner is required to utilize that area only. If no area is designated, pet owners must exercise their pets using proper restraint and supervision and promptly pick up pet waste and dispose in proper receptacles.
8. **SANITARY STANDARDS** - Pet owners are required to remove and properly dispose of all pet waste. Pet waste and the contents of litter boxes or other pet waste materials *must* be contained in a paper or plastic bag first, and then placed in a garbage can or dumpster. Pet waste, litter, wood shavings or other pet waste materials must not be flushed down the toilets. Tenants are required to separate pet waste from their litter boxes and dispose of properly not more often than once each day and to change the litter in their pets' litter boxes and dispose of such litter in the property's dumpster or garbage not more often than twice each week, unless needed to meet sanitary standards.
9. **PET RESTRAINT** - All household pets must be under the control of a responsible individual while on the common areas of the property. All pets must be effectively and appropriately restrained and under the control of a responsible individual while on the common areas of the property. Certain areas of the property may be considered public areas and subject to local leash laws. NO pet shall be left outside unattended. Dog runs, leads or other pet containment equipment are not allowed without prior management approval. Pets must not be walked in parking areas, streets, or through other tenant's yards for their own safety. Pets are not allowed in the common areas of the property such as laundry or community areas, lobbies etc.

When not actively handling the animal, birds, hamsters, gerbils, small rabbits, domestic rats and mice etc must be caged at all times in cages approved by management. Fish and turtles must be continually contained in their aquarium.

10. **STANDARDS OF PET CARE** - The pet owner is responsible for controlling the noise and odor caused by the pet. No pet will be allowed to be in the unit unattended for more than 24 hours.
11. **VISITING ANIMALS** - Tenant's or guests must not bring unregistered animals onto the premises for visits or pet sitting without management approval. Tenants shall not care for pets of others in their apartment. Service animals are exempt from the pet rules at this property and are allowed to accompany disabled visitors during their visit only and must leave when the visitor leaves. It is recommended that visitors requiring service animals identify an animal as a service animal to management when bringing onto the property.
12. **DEPOSIT** - A deposit of **\$50.00** per unit will be required by each pet owner keeping a cat or dog in their dwelling unit. Deposits are not required for the other above listed common household pets. The pet owner agrees to pay the pet deposit in full prior to bringing the pet onto the premises or arrange a payment schedule with management not to exceed two (2) payments. First payment will be due at the time the pet is authorized by management and registration completed and at least monthly thereafter until paid in full.
13. **DEPOSIT REFUND** - This deposit is refundable upon move out of the household or if the tenant no longer owns or keeps the pet in the unit. Reasonable expenses directly attributable to the pet, such as flea bombing, carpet cleaning and/or replacement, damages to the unit or property caused by the pet will be deducted from the deposit. If the deposit is not sufficient to cover the damages or cleaning, the tenant may be liable for excess charges. Any unused portion of the deposit would be refunded within a reasonable period of time after management is notified the tenant no longer owns or keeps the pet in the unit. If the refund is a result of a unit move out, the refund will be in accordance with state law.
14. **REGISTRATION - Pet owners must register their pet with the project owner/manager before the pet is brought on to the premises. Registered information must be updated annually.**
  - a. Dogs/Cats - An inoculation certificate signed by a licensed veterinarian, or a State or local authority empowered to inoculate animals, that the pet has received all inoculations required by applicable law.
  - b. Dogs/Cats - Proof of licensing if required by local law including appropriate tags
  - c. Dogs/Cats - Proof of spay/neuter by 6 months of age
  - d. Information sufficient to identify the pet, the pet cage and/or aquarium.
  - e. Responsible party who will care for the pet if the pet owner dies or is unable to provide care for the pet:
15. **PET RULE VIOLATIONS** - If the Resident Manager and/or property owner determines on the basis of objective facts, supported by personal observation or written statements of complaint by neighbors, that a pet owner has violated a rule governing the owning or keeping of a pet, the following steps will occur:
  - a. The manager will service a written notice of pet rule violation to the pet owner. The notice will provide the pet owner with a factual statement which describes how the pet rule violation was determined and how the pet rules are alleged to be violated. The pet owner will be entitled to make a written request for a meeting to discuss the violation and will be entitled to be accompanied by a person of his/her choice at the meeting.
  - b. The pet owner will have ten days to correct the violation.
  - c. The pet owner's failure to correct the violation, or request a meeting or to appear at a requested meeting may result in initiation of procedures to remove the pet or end the pet owner's tenancy.
  - d. The pet owner and manager shall discuss any alleged violation and attempt to correct it. The manager may give the pet owner additional time to correct the violation.
  - e. If the pet owner and manager are unable to resolve the violation, or if the manager determines that the pet owner has failed to correct the problem in consultation with the property manager, within any additional time provided for that purpose, the manager may serve a written notice to the pet owner to remove the offending pet. The manager will notify the property manager of such action.
  - f. The pet owner must remove that pet within ten (10) days of receiving written notice to do so. Failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.



# PET AGREEMENT AND REGISTRATION

## Page 3 of 3 to Pet Rules

**AGREEMENT** - The Tenant agrees to comply with these rules and policies and that a violation of any of these rules or policies may be grounds for removal of a pet or termination of the pet owner's tenancy or both. The tenant understands that any false statement in regard to the information provided shall void this agreement.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date

+++++

### FOR OFFICE USE- PET REGISTRATION (TO BE UPDATED ANNUALLY)

TENANT NAME \_\_\_\_\_ UNIT NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

Pet type \_\_\_\_\_ Breed \_\_\_\_\_ Weight \_\_\_\_\_ Color \_\_\_\_\_

Pet name \_\_\_\_\_ Amount of Pet Deposit paid \$ \_\_\_\_\_ Date \_\_\_\_\_

Description of pet cage or aquarium (if applicable) \_\_\_\_\_

Dogs/Cats - ☐ Inoculation record ☐ Spayed/Neutered record ☐ Licensed and Tagged (proof attached)

**Name of person(s) responsible for pet care in the event tenant is unable to care for pet:**

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Veterinarian \_\_\_\_\_ Phone \_\_\_\_\_

+++++

" In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W., Stop 9410 Washington, DC 20250-9410 or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer." We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. Persons with language barriers may request or arrange interpretation alternatives or services.





## **Smoke, Carbon Monoxide Detector and Fire Addendum**

### For USDA Rural Development financed properties

Landlord and tenant agree that the following provisions are added to the existing lease agreement through this addendum: The Tenant and Landlord hereby agree, by signature and date below, that the apartment is equipped with:

| #              | <i>of Smoke Detectors</i>                  | #              | <i>of Carbon Monoxide Detectors</i>      |
|----------------|--------------------------------------------|----------------|------------------------------------------|
| _____          | Battery Operated                           | _____          | Battery Operated                         |
| <u>X</u> _____ | Hard-wired with battery back up            | <u>X</u> _____ | Hard-wired with battery back up          |
| _____          | Hard-wired only                            | _____          | Hard-wired only                          |
| _____          | Visual smoke detector for hearing impaired | _____          | Visual CO2 detector for hearing impaired |
| _____          | Other: _____                               | _____          | Other: _____                             |

1. The Tenant acknowledges that each smoke and carbon monoxide detector was tested in his/her presence by the Landlord at the time of the signing of the Lease or move-in, and that each was operating properly at the time.
2. Per Washington State Code **RCW 59.18.130 and RCW 19.27.530**, the **Tenant** shall be responsible to:
  - Maintain the smoke and/or carbon monoxide detector as specified by the manufacturer
  - Ensure that the batteries are in operating condition at all times (if battery operated or battery back-up)
  - Replace the batteries as needed for proper and continuous operation of the detectors
3. The Tenant should test the smoke and carbon monoxide detector(s) for proper operation on a regular basis (at least monthly). If the smoke and/or carbon monoxide detector(s) are not working for any reason, the Tenant must inform the Landlord immediately, in writing, but no later than 3 days of the discovery of the defect.
4. The Tenant shall allow the Landlord access to the apartment for the purpose of verifying that all required smoke and/or carbon monoxide detector are in place and operating properly or to conduct maintenance or replacement as needed.
5. If liability or damages occur because of a Tenants' failure to maintain the unit, which includes smoke and/or carbon monoxide detectors, you may leave yourself open to potential lawsuits and liability. Failure to maintain the smoke and/or carbon monoxide detector is also grounds for termination of tenancy.

**In accordance with the requirements of Washington State Fire Code and Washington State Landlord Tenant Law, we are required to inform you that a State imposed fine of not more than TWO HUNDRED DOLLARS is imposed for failure to comply with these provisions of RCW 43.44.110 and WAC 212-10-050 regarding Tenant's responsibility regarding maintenance of smoke detectors.**

#### **Additionally, we are informing you that:**

1. The subject property ☐ DOES ☒ DOES NOT (check one) have a fire sprinkler system.
2. The subject property ☐ DOES ☒ DOES NOT (check one) have a fire alarm system.
3. The subject property ☒ DOES ☐ DOES NOT (check one) have a smoking policy. **The smoking policy, if any, has been provided to tenant and tenant's initials acknowledge receipt: \_\_\_\_\_.**
4. The subject property ☐ DOES ☒ DOES NOT (check one) have an emergency notification plan for its occupants. **The emergency notification plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: \_\_\_\_\_.**
5. The subject property ☐ DOES ☒ DOES NOT (check one) have an emergency relocation plan. **The emergency relocation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: \_\_\_\_\_.**
6. The subject property ☐ DOES ☒ DOES NOT (check one) have an emergency evacuation plan. **The emergency evacuation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: \_\_\_\_\_.**

|                 |               |                      |               |
|-----------------|---------------|----------------------|---------------|
| _____<br>Tenant | _____<br>Date | _____<br>Owner/Agent | _____<br>Date |
| _____<br>Tenant | _____<br>Date |                      |               |

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W., Stop 9410 Washington, DC 20250-9410 or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer." We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. Persons with language barriers may request or arrange interpretation alternatives or services.



**HOUSING AUTHORITY OF SNOHOMISH COUNTY  
SMOKE-FREE POLICY LEASE ADDENDUM**

All of these terms and provisions appearing in the Smoke-Free Policy (the "Policy") are specifically made a part of the Dwelling Lease and are agreed to by both parties.

**SCOPE:** This Policy applies to any and all persons entering a designated Housing Authority of Snohomish County ("HASCO") smoke-free property including HASCO Tenants, and their guests and visitors, HASCO contractors, and HASCO employees.

**POLICY:**

1. HASCO has adopted a Smoke-Free Policy for the premises noted above. Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all areas of the property, including all buildings, all common areas, inside apartment dwelling units, entryways, porches, balconies, patios, and parking areas. The term "smoking" means any inhaling, exhaling, breathing, burning or carrying any lighted cigar, cigarette, pipe or other tobacco product or similarly lighted product in any manner or form.
2. **"Apartment dwelling units"** are defined as the interior and exterior spaces tied to a particular unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, patios, balconies, and unit entryway areas.
3. **"Common spaces"** are defined as areas within the building interior that are open to the public, including but not limited to, entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, community kitchens, stairwells, parking garages and carports, and any other area of the building that is accessible to employees, tenants and guests.
4. HASCO shall inform current tenants, applicants on waiting lists, HASCO employees and HASCO contractors and sub-contractors of this policy, all of whom are also responsible for following this policy.
5. HASCO shall post "No Smoking" signs at entrances and exits, common areas, hallways, etc., and enforce compliance with this policy.
6. HASCO management employees will be responsible for enforcement of this policy.
7. **HASCO not a guarantor of Tenant's well-being related to smoke-free environment.** Tenant understands and accepts that HASCO's adoption of a Smoke-Free Policy, and efforts to enforce such policy, do not constitute representation or guarantee by HASCO or any of its managing agents of any direct or consequential benefits to the Tenant's health or well-being. HASCO will take reasonable steps to enforce the Smoke-Free Policy. HASCO will address violations of the policy upon HASCO's actual knowledge of the violation and the identity of the responsible Tenant.

8. **HASCO disclaimer.** Tenant understands and accepts that HASCO's adoption of a smoke-free living environment, and efforts to designate portions of the Property as smoke-free, do not in any way modify or add to the standard of care that HASCO has under applicable law to maintain the Property safe relative to air quality. HASCO makes no implied or express warranties that the air quality will be higher than other comparable rental properties as a result of the Smoke-Free Policy. HASCO cannot and does not warranty or promise that the Property will be free from second-hand smoke. HASCO's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Tenants and Tenants' guests.
9. Notice to Tenants with respiratory ailments, allergies or other condition relating to smoke – This Addendum constitutes notice that HASCO does not assume any duty of care to enforce this Addendum higher than that under the rental agreement.
10. All Tenants will be given two (2) copies of the Smoke-Free Policy. After review, the Tenant will sign both copies and return one to HASCO. The copy will be placed in the Tenant file.

#### **A. Tenant Responsibility**

1. It shall be the Tenant's responsibility to inform his/her household members, and guests of this Smoke-Free Policy.
2. The Tenant shall prohibit smoking by his/her household members or guests while on the premises that would violate this Smoke-Free Policy.
3. Failure to comply, or upon repeated violations to this addendum, may be cause for lease enforcement action up to and including termination of Tenant's lease agreement.

---

*Note: This policy is an agreement between the Head of Household (spouse and all other parties to the Lease) and the Housing Authority of Snohomish County and needs to be signed as an addendum to the Lease.*

As head of household, I have read the Smoke-Free Policy as written above and understand its provisions. I agree to abide by these provisions fully, and understand that failure to comply with any part of the above after sufficient notice of the violation shall be cause for termination of my Lease. I have received a copy of this policy.

TENANT(S)

HOUSING AUTHORITY OF  
SNOHOMISH COUNTY

---

Head of Household (please print)

---

HASCO Agent (please print)

---

Head of Household (signature)

Date

---

HASCO Agent (signature)

Date

---

Spouse or Other Adult Member  
(signature)

Date

# Drug and Crime Free Lease Addendum

For USDA Rural Development financed properties

Landlord and tenant agree that the following provisions are added to the existing lease agreement through this addendum:

**Your lease may be terminated for violation of any of the following circumstances or for any of the following actions:**

1. Drug related criminal activity engaged in, on or near the premises by any tenant, household member, or guest and any such activity engaged in or on the premises by any other person under the tenant's control
2. Determination made by the Landlord that a household member or guest is illegally using a drug
3. Determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
4. Criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control
  - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
  - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises
5. If the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that may be a felony under the laws of the place from which the individual flees
6. If the tenant is violating a condition of probation or parole under Federal or State law
7. Determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents
8. If the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity, and without satisfying a criminal conviction standard of proof of the activity.

I understand and agree to these lease provisions and penalties set forth by management:

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Agent: \_\_\_\_\_ Date: \_\_\_\_\_

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W., Stop 9410 Washington, DC 20250-9410 or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer." We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. Persons with language barriers may request or arrange interpretation alternatives or services.*



# RESIDENT WINTER SAFETY AND AWARENESS NOTICE

Dear Residents: PLEASE READ THE FOLLOWING THOROUGHLY!

It's the time of year when it's important to consider winter weather so here are some helpful hints, precautions, and preventative measures to take:

- With winter approaching, we ask your cooperation to avoid issues resulting from ice, snow and wintry weather. **YOU HAVE A PERSONAL RESPONSIBILITY FOR YOUR OWN SAFETY!** Please take whatever steps and precautions you feel are necessary to protect yourself and your property.
- Please note that if conditions allow – depending on accumulations of ice or snow, time of day, temperature, traffic conditions, etc. – and at the discretion of management, maintenance staff may clear the walkways around common areas such as the main office, community room, laundry room and mailboxes. However, during extreme or dangerous weather and/or road conditions, maintenance cannot provide ice/snow removal until conditions improve. We do not want residents in multifamily housing to attempt snow or ice removal.
- It is important that residents plan in advance of extreme weather, ensuring that their homes are well stocked with food, water, prescription medicines, and other emergency supplies, thus enabling them to remain in their unit until road conditions improve. Should an emergency requiring medical assistance arise during this time, please call 911. Residents living in single family housing may be required to maintain their property with regards to snow and ice removal; please refer to your lease.
- If you have any hose(s) connected to the exterior hose bibs, please disconnect it/them until any danger of freezing has passed. If the hose is not disconnected, the hose bib may freeze, causing water to leak inside the unit, resulting in water damage.
- Please refrain from washing your vehicle on the premises. We also request that you do not use water to remove frost or ice from your vehicle windshield, and instead scrape your windshield with an ice-scraper, or spray-on deicer. The ice resulting from the use of water, whether hot or cold, can lead to very slippery walkways, parking lots, and driveways, endangering the safety of everyone.
- Always listen to your local radio, news, and weather channels to determine changes in weather conditions.
- If cold weather, ice, snow, or other adverse weather is forecasted:
  - Avoid unnecessary travel. If, however, you must travel, utilize public transit or plan alternative arrangements with friends or family.
  - Check in with relatives, friends, and neighbors who may be able to provide help or require help in preparing for possible adverse weather conditions.
  - Ensure that you have water and other emergency supplies BEFORE weather conditions worsen; stock up on batteries, flashlights, and non-perishable foods. Keep a manual can-opener on hand and fill prescription medications in advance.
  - Clean/vacuum heater grills, and exercise caution in terms of furniture placement near heat sources. All items should be kept a minimum of 18 inches away from any heating source, furnaces, and water heaters.

- If temperatures are forecasted to drop below freezing, and in case of a snow or ice storm, we ask that residents take note of the following:

- The weather is uncontrollable. Residents, therefore, need to take precautions when going outside and walking and/driving.
- Maintain a minimum temperature within your residence of 60 degrees, and allow heat to circulate through all rooms, especially those with plumbing pipes in the walls. **Remember that you are in violation of your lease if you do not use heat.**
- Leave cabinet doors open beneath your bathroom and kitchen sinks, thereby allowing warm air to reach the pipes.
- Keep a trickle of water running in all sink faucets at all times during freezing temperatures to prevent pipes from freezing.
- IMPORTANT! If pipes freeze, turn off the water to your unit and contact your property manager or maintenance department immediately as it is essential to take the appropriate action as swiftly as possible. Do NOT attempt to thaw pipes yourself! If you don't know where the water shut-off is located, please ask your property manager now.
- If you will be away from home during cold weather, notify your property manager of your absence (which will allow us to keep a watchful eye on your unit in case a problem develops) and DO NOT set the heat any lower than 60 degrees.
- If your power goes off:
  - DO NOT use kerosene or propane heaters, or barbecues inside your unit.
  - DO NOT use kerosene or propane lanterns. Instead, choose flashlights or battery-operated lanterns.
  - Use candles as a light source only as a last resort, being very cautious of where the candle is sitting. Keep away from curtains and other combustibles that could catch fire and NEVER leave candles unattended. Also ensure that candles are kept out of reach of small children.

Taking the above precautions should help keep you safe, reduce the risk of injuries, and reduce the chance of frozen pipes and water damage. Thank you for your anticipated adherence to the above requirements and precautions and have a safe and happy winter.

#### ACKNOWLEDGEMENT

I acknowledge that I have read the Winter Safety and Awareness Notice and understand its provisions and agree to abide by the requirements and precautions stated above.

PRINT NAME: \_\_\_\_\_ (Head of Household)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ (Additional Household Member)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_





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

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

*U.S. Environmental Protection Agency  
Office of Air and Radiation  
Indoor Environments Division  
1200 Pennsylvania Avenue, N. W.  
Mailcode: 6609J  
Washington, DC 20460  
[www.epa.gov/iaq](http://www.epa.gov/iaq)*

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

| Contents                                                                  | Page |
|---------------------------------------------------------------------------|------|
| <b>Mold Basics</b>                                                        |      |
| Why is mold growing in my home?                                           | 2    |
| Can mold cause health problems?                                           | 2    |
| How do I get rid of mold?                                                 | 3    |
| <b>Mold Cleanup</b>                                                       |      |
| Who should do the cleanup?                                                | 4    |
| <b>Mold Cleanup Guidelines</b>                                            | 6    |
| <b>What to Wear When Cleaning Moldy Areas</b>                             | 8    |
| <b>How Do I Know When the Remediation<br/>    or Cleanup is Finished?</b> | 9    |
| <b>Moisture and Mold Prevention and Control Tips</b>                      | 10   |
| Actions that will help to reduce humidity                                 | 11   |
| Actions that will help prevent condensation                               | 12   |
| Testing or sampling for mold                                              | 13   |
| <b>Hidden Mold</b>                                                        | 14   |
| <b>Cleanup and Biocides</b>                                               | 15   |
| <b>Additional Resources</b>                                               | 16   |



# 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?



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

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.

**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).

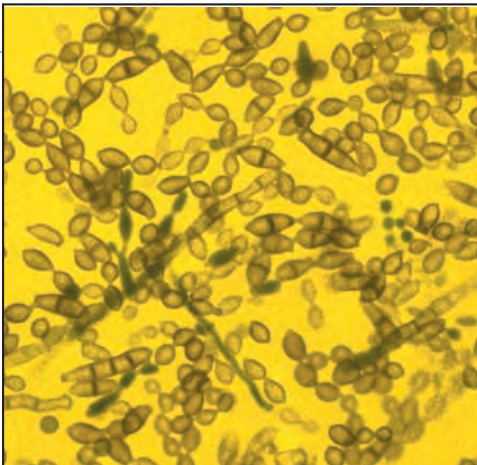
Inhaling or touching mold or mold spores may cause allergic reactions in sensitive individuals. Allergic responses include hay fever-type symptoms, such as sneezing, runny nose, red eyes, and skin rash (dermatitis). Allergic reactions to mold are common. They can be immediate or delayed. Molds can also 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/](http://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 preceeding 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.







### *MARIJUANA ACKNOWLEDGEMENT*

The Housing Authority recognizes that the use of marijuana, for either medical or recreational purposes, is legal under Washington State law. However, use of marijuana is illegal under federal law and is therefore illegal for purposes of participation in federally-assisted housing.

Marijuana use **off** the premises of federally-assisted housing will not constitute illegal drug use for Housing Authority (HA) denial and termination purposes unless such use poses a reasonable likelihood of interference with the health, safety, or right to peaceful enjoyment of the premises by other residents or Public Housing Authority (PHA) staff or representatives. For purposes of marijuana use, *premises* means the building, complex, or development in which the public or assisted housing unit is located; including the parking lot, common areas and grounds.

By receiving this form, you and all adult members in your household, understand that you will not use marijuana for medical or recreational purposes on the premises of federally-assisted housing, and any use while on the premises shall be grounds for termination from the Program.

---

Head of Household

---

Date

---

Other adult family member

---

Date

---

Other adult family member

---

Date

---

Other adult family member

---

Date

*Ways Home. Paths Forward.*



---

(425) 290-8499 Phone • (425) 290-5618 Fax  
[www.hasco.org](http://www.hasco.org) • 12711 4th Ave West • Everett, WA 98204



I, \_\_\_\_\_, authorize the release of any information deemed pertinent by the **Housing Authority of Snohomish County** for establishing eligibility or continued participation in any of the agency's housing assistance programs. I agree that photocopies of this authorization may be used for these purposes.

Requested information includes, but is not limited to any of the following:

1. Income from any source (employment, pensions, child support, federal, state or local benefits, financial aid, alimony, annuities, asset income, etc.).
2. Expenses such as childcare, medical costs, handicapped assistance expenses, etc.
3. Information from previous landlords, law enforcement agencies, courts, credit bureaus, schools, utilities, etc.
4. Information regarding any minor or foster children.
5. Any information on past history required for any of the above.

**This consent form expires 15 months after signed.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Ways Home. Paths Forward.*



(425) 290-8499 Phone • (425) 290-5618 Fax  
www.hasco.org • 12711 4th Ave West • Everett, WA 98204



## PERMISSION TO SHARE INFORMATION

I, \_\_\_\_\_ understand by signing this document that I am giving  
Head of Household  
permission to the Housing Authority of Snohomish County (HASCO) and \_\_\_\_\_,  
Contact Person  
to share information and/or documentation as necessary in order to facilitate my participation in the  
USDA/Rural Development and/or PBV/Section 8 Rental Assistance Program. This release will remain  
valid until the Head of Household notifies HASCO in writing.

### Head of Household

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

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

### Contact Person

Name: \_\_\_\_\_

Agency / Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

*Ways Home. Paths Forward.*



(425) 290-8499 Phone • (425) 290-5618 Fax  
www.hasco.org • 12711 4th Ave West • Everett, WA 98204



## HOUSEKEEPING BASICS

HASCO inspects your unit annually to check compliance with HASCO policies and for maintenance and repair. HASCO expects all units to be kept neat and clean. Failure to do so could result in termination of your lease. Cleaning and reporting the need for repairs is your responsibility. Following are some helpful tips to assist you in keeping your unit properly maintained.

### ENTRY WAY

- An outside doormat prevents dirt or mud from being tracked inside.
- Place a small rug on your inside entryway floor to prevent dirt from being tracked throughout your unit.
- Dirt is tracked in on shoes. It is very helpful to remove shoes and leave neatly on a mat inside your unit near the entry way. Do not store shoes outside front door.

### KITCHEN

- To avoid problems with insects, store food properly in sealed covered containers.
- A cutting board is necessary as it protects countertops. Acrylic boards are inexpensive and can be easily cleaned. Clean cutting boards thoroughly after each use to avoid food contamination.
- Do not set hot items directly on the countertop! Always place items on a hot pad first.
- Wash dishes as soon as possible after food preparation. Wash the dishes before the pots and pans in hot soapy water with a clean cloth or sponge. Dry on a rack or on a clean towel. If unable to wash right away, then rinse immediately. Do not let dirty dishes pile up in your sink and on your countertop.
- Put away clean dishes daily. Dishes, pots, pans, and utensils should always be stored in the appropriate cupboard.
- If you have a dishwasher run it every night and empty it every morning.
- Clean the stove and countertops daily after meal preparation with warm soapy water.
- Sweep floors regularly.
- Use plastic kitchen bags in your kitchen trash receptacle. Dispose of garbage when full or excess debris. Wipe out with a bleach solution as needed to keep fresh.





Weekly, or more often as needed:



- Mop floors with mild soap and water.
- Wipe down cabinets, microwave (inside and outside), all countertop surfaces and front of refrigerator with warm soapy water.
- Clean sink with a non abrasive cleanser and polish the faucet.
- Put 2 teaspoons baking soda and 2 ice cubes down your garbage disposal then turn on while running hot water.

Quarterly, or more often as needed:

- Empty and wipe down the inside of the refrigerator with warm soapy water. Dispose of expired food.
- Wipe down range hood, filter and clean the oven.

**BATHROOM**

- Clean the bathroom at least weekly. More often if you have a large family and it is used by multiple people.
- Wipe the tub out directly after using with a soapy sponge, rinse, then dry with a towel.
- To prevent mold, dry the shower with a towel or squeegee directly after using and always leave the shower door open.
- When cleaning a shower or bathtub use a damp sponge and non abrasive cleaner. Remove and dispose of any hair that has accumulated in the strainer.
- When cleaning the sink use a sponge, or cloth, and non abrasive cleaner. A toothbrush works well for cleaning around the faucets and small areas.
- Clean and polish mirrors.
- Scrub the inside of the toilet rim with a toilet brush and wipe down the outside of the entire toilet. Use extra fine steel wool to remove stains inside the toilet.
- Mop floors with mild soap and water.
- Periodically clean out the medicine cabinet. Wipe down the shelves and let dry completely before returning items. And remember – Keep all medicine out of children's reach!
- **CAUTION:** Read labels carefully when using commercial cleaning products. NEVER mix chlorine bleach & ammonia based products! This can result in dangerous and toxic fumes. Always wear rubber gloves when using commercial products.



**LIVING ROOM:**

- Dust on a regular basis. Use dusting spray on your cloth for surfaces.
- The living room collects the most clutter so deal daily with messes as they come.
- Sort mail immediately, organize and dispose of junk mail.
- Don't let dirty dishes accumulate in the living room.
- If you have children, keep a basket in the living room for easy toy clean up.





- Mop floors with mild soap and water, and/or vacuum on a regular basis.
- As needed use a lightweight broom or vacuum wand to remove cobwebs.

### **BEDROOM**

- Pick up clothes daily and place on hangers in closet and/or fold and put away in dresser. Place soiled clothes in clothes hamper. Do laundry regularly.
- Dust on a regular basis. Use dusting spray on your cloth for surfaces.
- Change sheets on a regular basis.
- Wipe down doors and shelves with a damp cloth on a regular basis.
- Mop floors with mild soap and water, and/or vacuum on a regular basis.
- As needed use a lightweight broom or vacuum wand to remove cobwebs.

### **HELPFUL CLEANING TIPS**



- Baking soda is an inexpensive and environmentally friendly non-abrasive cleanser.
- Microwave the kitchen sponge or dishcloth 20 seconds to kill all bacteria. Be careful when removing from the microwave – it will be hot!
- Occasionally run a couple of slices of lemon through the garbage disposal for a clean fresh smell.
- Rubber or vinyl bath mats can be washed with towels in the washing machine. Do not place in dryer.
- For easy toilet bowl cleaning, place 2 denture cleanser tablets in your toilet and let sit overnight. Brush out with a toilet brush the next day.
- A solution of equal parts white vinegar and water is a great cleaner for shower doors.
- For cleaning mirrors and windows, put some vinegar in a bowl and dunk in crumpled up newspaper. Wipe the mirror/window with the newspaper several times until it is almost dry, and then shine with a soft dry cloth or clean newspaper.
- Run the shower at the hottest temperature for a few minutes before cleaning. This will loosen the soap scum.
- Use an old sock to dust picture frames and lamp shades. When dusting a room always dust clockwise from the top to the bottom, spiraling from the outside in.
- If you have a unit with stairs, keep a basket with a handle on the bottom of the stairs to collect items for upstairs. Whenever you go upstairs bring the basket and put the items away. When you come back down bring the basket and return to the bottom of the stairs.
- Keep a window cleaning kit handy (bucket with supplies). Try cleaning windows, one at a time, during commercials while you are watching TV.
- Folding and/or ironing clothes can easily be done while watching TV or talking on the phone. Once folded or ironed put away immediately.

**REMINDER: It is your responsibility to report any maintenance problems immediately!**



# **EXHIBIT C**

## **HASCO USDA LEASE AGREEMENT HT TEMPLATE**

# HOUSING AUTHORITY OF SNOHOMISH COUNTY

12711 - 4<sup>th</sup> Avenue West • Everett, Washington 98204

(425) 290-8499

TDD (425) 290-5785 • FAX (425) 290-5618

## Lease Agreement

### IMPORTANT! PLEASE READ CAREFULLY

This lease is for the rental of apartments which have been financed with assistance from USDA, Rural Housing Service. This lease is subject to USDA Rural Housing Service regulations and 7 CFR Part 3560, the provisions of which are incorporated herein. It contains special provisions concerning your income, the basis for determining your rent, and other factors which may be different from leases that you as a Tenant have previously signed. Rural Housing Service has the right to further verify information provided by you or any household member. Your signature indicates that you have read these provisions. Please read it carefully before signing, and ask questions if there are any parts which you do not understand.

### DISCRIMINATION PROHIBITED.

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W., Stop 9410 Washington, DC 20250-9410 or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer."* We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. Persons with language barriers may request or arrange interpretation alternatives or services.

**Agreement** made this [ ] day of [ ], [ ] by Housing Authority of Snohomish County (landlord) and [ ] (Tenant).

**Apartment unit** – Landlord leases to Tenant unit number [ ], at the Hilltop House I Apartments, a Rural Rental Housing Project located at: 8001 272<sup>nd</sup> Street NW, Stanwood, WA 98292 (hereinafter, the "Unit").

- 1. TERM.** Subject to the conditions set out in this Paragraph 3, the term of this lease shall be twelve (12) calendar months beginning on [ ]. TENANT'S right to occupy the premises is automatically renewed on a month to month basis, subject to the following conditions: (a) that TENANT is not in violation of the lease; (b) that TENANT has not been served with two (2) or more notices of lease violation for any cause(s) within the past twelve (12) months; (c) that TENANT continues to be eligible for tenancy under USDA, Rural Housing Service regulations; and (d) that TENANT signs a new lease if the standard lease form or any applicable addendum has been amended since TENANT signed the last lease. If TENANT meets these conditions, TENANT'S right to occupy the premises can be terminated only if TENANT or LANDLORD uses the methods in Paragraphs 19 or 20, respectively. If TENANT fails to meet these conditions, TENANT acknowledges and agrees that TENANT must vacate TENANT'S unit within thirty (30) days of being notified by LANDLORD that TENANT is no longer eligible for occupancy or at the expiration of the existing lease term whichever is greater. Any notice will be in writing.
- 2. OCCUPANTS.** The person or people approved for occupying the apartment as TENANT(S) and/or household members are:

**Tenant Name** [ ]  
**Tenant Name** [ ]

Any change(s) in the occupancy of TENANT'S household must have LANDLORD'S prior written approval.

- a. Eligibility.** Determination of the eligibility of the above person/people to be occupant(s) of the apartment is based on the information provided by on the Form RD 3560-8 and household size and characteristics in accordance with USDA, Rural Housing Service regulations. The TENANT will be required to submit to recertification of eligibility at least on an annual basis or when changes occur as detailed in Paragraph 6. TENANT agrees and understands that tenancy and eligibility for continued occupancy is subject to TENANT'S compliance with the terms of all applicable assistance programs covering TENANT'S unit and/or the project.
- b. Maximum Income:** USDA, Rural Housing Service regulations require that should TENANT'S adjusted household income exceed USDA, Rural Housing Service qualifying limits, TENANT will no longer be eligible for occupancy in this Project. USDA, Rural Housing Service regulations require that once an eligible TENANT'S income is in excess of USDA, Rural Housing Service qualifying limits, TENANT is no longer eligible for occupancy in this project and will be required to vacate within thirty (30) days after the service of notice that TENANT is ineligible for tenancy, or when TENANT'S current lease term ends, whichever is of greater length, unless an exception is authorized by the USDA, Rural Housing Service State Director.

- c. **Guests.** Anyone who stays in TENANT'S apartment and is not listed on the Form RD 3560-8, "Tenant Certification" will be treated as a guest. TENANT shall not assign this Lease, nor sublet or transfer possession of the rental unit or any portion thereof, nor sell or give accommodation to roomers, boarders, or lodgers, nor permit the use of the rental unit for any other purpose than a private dwelling solely for the TENANT and the persons named in Paragraph 2 of this Lease, and shall not use the premises for illegal activity under Federal, State or local law, or other activity which impairs the physical or social environment of the housing project.

If TENANT'S guest stays longer than three (3) consecutive days or nights, TENANT will provide LANDLORD the name and address of each guest. If TENANT's guest(s) make(s) reoccurring visits or one continuous visit of more than five (5) days and/or nights in a forty-five (45) day period without prior written approval by LANDLORD, TENANT can be considered to be allowing an unauthorized occupant. Unauthorized occupant is defined as person(s) who, with the consent of a TENANT, is staying in the unit but is not listed on Form RD 3560-8, "Tenant Certification" or approved by the LANDLORD to dwell in the unit. Any TENANT allowing a previously rejected guest, potential household member or live-in aide to continue to reside in the apartment could be considered keeping an unauthorized occupant which is considered material non-compliance of the lease agreement. Any arrangements for live-in aides must have the prior written permission of the LANDLORD. LANDLORD has the right to require proof of domicile of TENANT'S guest if LANDLORD suspects TENANT'S guest is an unauthorized occupant. The Tenant Contribution will not be recalculated if a LANDLORD approved live-in aid occupies the unit of if TENANT'S guest is there to assist TENANT due to TENANT'S being incapacitated during a time of sickness or recovery. Written verification by a medical doctor of the need for such assistance is required for any such guest. IF TENANT WISHES TO ADD SOMEONE TO TENANT'S EXISTING LEASE, TENANT MUST CONSULT WITH LANDLORD PRIOR TO MAKING ANY CHANGES IN THE CURRENT HOUSEHOLD COMPOSITION. ANY PERSON WHO DESIRES TO BE ADDED TO THE LEASE MUST COMPLETE THE APPLICATION PROCESS FOR TENANCY, MEET ALL ELIGIBILITY REQUIREMENTS, BE APPROVED BY THE LANDLORD PRIOR TO MOVING IN AND ADDED TO Form RD 3560-8, "Tenant Certification".

3. **RENT. Monthly Note Rate Rent** is \$1,125 **Monthly Basic Rent** is \$1,075 and is based on Interest Credit granted by USDA, Rural Housing Service to LANDLORD.

**TENANT CONTRIBUTION. Gross Tenant Contribution** is that portion of the rent that is paid by TENANT towards rent and utilities. The amount is listed on the Form RD 3560-8, "Tenant Certification". **Tenant Contribution** is Gross Tenant Contribution adjusted by a Utility Allowance. **Utility Allowance** is an amount approved by USDA Rural Housing Service to help offset the utilities in the unit that are paid directly by TENANT, excluding telephone and cable TV, if any. Tenant Contribution will be determined in accordance with USDA, Rural Housing Service regulations. The monthly Tenant Contribution is \$\_\_\_\_\_. The Tenant Contribution is due on the first day of each month and must be paid on or before the first day of each month. HASCO allows a grace period making the rent due on the 10<sup>th</sup> day of the month. Payment should be made directly to the landlord at **The Housing Authority of Snohomish County 12711 4<sup>th</sup> Avenue West Ste. 200, Everett, WA 98204**. Tenant Contribution may be paid at such other location as directed by LANDLORD in writing. TENANT'S payment must be made by check or money order and it should be made payable to **The Housing Authority of Snohomish County (HASCO)**. LANDLORD will accept the Tenant Contribution even if TENANT owes LANDLORD other charges. LANDLORD will apply the Tenant Contribution toward rent prior to applying it to other charges that TENANT may owe. LANDLORD may, however, take other action(s) to collect these charges, including seeking legal remedy and/or terminating the tenancy of TENANT under Paragraph 17, below.

- a. **Tenant Contribution Increases and Decreases.** TENANT understands and agrees that the monthly Tenant Contribution under this lease may be raised or lowered, based on changes in TENANT'S household income or adjustments to income, failure to submit information necessary to verify income, changes in the number and ages of people living in the household, and the Escalation Clause of this lease. Should TENANT no longer receive rental assistance as a result of these changes, or if the rental assistance agreement executed by the Owner and USDA, Rural Housing Service expires, TENANT understands and agrees that the monthly Tenant Contribution may be adjusted to no less than Basic Rent nor more than Note Rate Rent during the remaining term of this lease, except that, based on the Escalation Clause in this lease, these rates may be changed by a USDA, Rural Housing Service approved rent change. TENANT may request a redetermination of the monthly Tenant Contribution if TENANT'S household income decreases. Any adjustment in the Tenant Contribution caused by a change in household income, adjusted income, or in the ages of people in TENANT'S apartment will be effective on the next Tenant Contribution due date, after proper third party verification is obtained, in such a manner as to allow LANDLORD sufficient time to verify changes.
- b. **Rental Assistance. (Not applicable if NOT receiving Rental Assistance)** USDA, Rural Housing Service may pay a portion of the rent of qualified TENANTS, pursuant to the Housing Act of 1949 (amended). The amount of rent paid by USDA, Rural Housing Service to LANDLORD on behalf of TENANT is based on the adjusted annual income of all persons living in the unit, as determined by USDA Rural Housing Service regulations, and is called Rental Assistance.

- c. TENANT understands and agrees that if TENANT receives Rental Assistance, the monthly Gross Tenant Contribution, as determined on the latest Form RD 3560-8, "Tenant Certification", which is attached to this lease, for "rent" and "utilities" will be \$\_\_\_\_\_. If TENANT pays any or all of the utilities directly (not including telephone or cable TV), a Utility Allowance of \$70 will be deducted from the monthly Gross Tenant Contribution for a monthly Net Tenant Contribution of \$\_\_\_\_\_. If TENANT receives rental assistance and the utility allowance exceeds the Gross Tenant Contribution, LANDLORD will pay TENANT the difference. If TENANT is eligible to receive Rental Assistance, and Rental Assistance is available, and the utility allowance exceeds the Gross Tenant Contribution, TENANT understands that every effort will be made to provide rental assistance so long as TENANT remains eligible and the Rental Assistance agreement between the Owner and USDA, Rural Housing Service remains in effect. However, should this assistance be determinate, TENANT may arrange to terminate this lease, by giving proper notice as set forth in Paragraph 19, below. If Federal subsidies paid to the borrower on behalf of the TENANTS are suspended or cancelled, TENANT'S payment will not change for the term of the lease.
- d. No Assignment and Use Limitations. The following conditions would not cause a change in the TENANT's Net Tenant Contribution: 1) Monetary or non-monetary default of the Owner. 2) Suspension, Cancellation, or Termination of Federal subsidies (Rental Assistance or Interest Credit) paid to the owner or management agent on behalf of the TENANT. 3) Prepayment of the Agency loan by the Owner. 4) Foreclosure, liquidation, or acceleration of the Owner's Promissory Note
- e. Reporting Changes. **TENANT agrees to immediately notify LANDLORD when there is any change in TENANT'S household income or assets, or adjustments to income, , or when there is a change in the number of people living in the TENANT'S household.** TENANT understands that the Tenant Contribution or benefits may be affected as a result of this information. TENANT also understands that failure to report such changes may result in TENANT losing benefits to which TENANT may be entitled or result in LANDLORD taking corrective action if benefits were mistakenly received. TENANT understands that the corrective actions LANDLORD may take include the initiation of a demand for repayment of any benefits or Rental Assistance improperly received, initiation of a notice to cancel any Rental Assistance being received for the balance of TENANT'S certification period, initiation of a notice to increase the monthly Tenant Contribution to **\$1,125 per month (Note Rate Rent)** or initiation of a notice of termination of tenancy. TENANT understands that one or more of these remedies may be initiated at LANDLORD'S option. LANDLORD must recertify TENANT'S household whenever permanent changes to gross household income or permanent adjustments to household income result in an income change of \$100.00 or more per month. At TENANT'S request, LANDLORD must recertify TENANT'S household for income changes of \$50.00 or more per month. LANDLORD may recertify TENANT household for income changes of less than \$50.00, but is not required to do so. When recertifying for a TENANT reported income change, LANDLORD is required to recertify all other factors that affect TENANT eligibility, Tenant Contribution and Rental Assistance, if applicable.
- f. Recertification of Eligibility and Misrepresentation by TENANT. LANDLORD will recalculate the Tenant Contribution at least once a year, or more often if any of the changes, listed under Section 6e, occur. The standards by which rents and eligibility will be determined will be by USDA, Rural Housing Service regulations. TENANT agrees to provide LANDLORD with certification and income verification information, including necessary signatures, so LANDLORD can complete these recalculations (Recertification) and issue a new Form RD 3560-8, "Tenant Certification". **TENANT understands that income certification is a requirement of occupancy and TENANT agrees to promptly provide any certification, income verifications and signatures required by the LANDLORD to permit the determination of eligibility, and where applicable, the monthly Tenant Contribution.**

TENANT understands that should TENANT receive occupancy benefits to which TENANT is not entitled due to TENANT'S failure to provide information or due to incorrect information provided by TENANT or on TENANT'S behalf by others, or for any other household member, TENANT may be required to make restitution and TENANT agrees to repay any amount of benefits to which TENANT was not entitled. If there are intentional misrepresentations or falsifications, or fraud, TENANT may be subject to legal action, which could include the imposition of federal penalties. Federal penalties include fines of up to \$10,000.00 and no more than 10 years imprisonment. Intentional misrepresentation of facts used to determine TENANT'S eligibility may also be considered material non-compliance of this lease and may result in the subsequent termination of tenancy of TENANT and household occupants in accordance with Paragraph 17.

- g. (Escalation Clause) Notice of Tenant Contribution Increase and Decrease.
  - 1) Any adjustments in Tenant Contribution caused by a change in household income, assets, qualification for adjustments to income such as, the number or ages of the people in TENANT'S apartment, will be documented on a new form 3560-8, "Tenant Certification" and be effective on the next Tenant Contribution due date.

2) USDA, Rural Housing Service may allow LANDLORD to increase or decrease the Basic and Note Rate Rents and/or the Utility allowance on all units due to increasing or decreasing costs. These increases or decreases could result in an increase or decrease to TENANT's Tenant Contribution. LANDLORD will notify TENANT if an increase or decrease to Basic Rent, Note Rate Rent and/or the Utility Allowance is approved by USDA, Rural Housing Service and of any resulting increase or decrease to TENANT'S Tenant Contribution at least thirty (30) days before it goes into effect and a new Form RD 3560-8, "Tenant Certification", will be issued.

h. Permanent Occupancy. TENANT understands that TENANT must promptly notify the LANDLORD of any extended absences in excess of two (2) weeks and that if TENANT does not personally reside in the unit for a period exceeding sixty (60) consecutive days for reasons other than health or emergency, LANDLORD will start termination of tenancy proceedings. TENANT also understands that should any Rental Assistance be suspended or reassigned to another eligible tenant, TENANT is not assured that such assistance will still be available to TENANT upon TENANT'S return. If absence is due to verifiable emergency or health reasons, termination of tenancy will begin after the TENANT is away from their unit for more than 180 days (6 months).

4. **LATE CHARGES AND NSF CHARGES.** A grace period of 10 days from the rental payment due date of the first (1<sup>st</sup>) day of the month is allowed under USDA Rural Housing Service regulations. However, non-payment of Tenant Contribution by the sixth (6<sup>th</sup>) day of the month may result in a Three Day Notice to Pay Rent or Vacate to be served on TENANT specifying LANDLORD'S intent to terminate tenancy, in accordance with paragraph 20 herein. If the Tenant Contribution is not fully paid by the tenth (10<sup>th</sup>) day of the month rental payment is due or as specified in the 3-Day Pay Rent or Vacate Notice, TENANT will be required to pay a late charge of **\$10.00 or 5% of the Tenant Contribution whichever is greater.** TENANTS receiving housing benefits from sources other than the Agency may be subject to the late rent fee requirements of the other funding sources.

If TENANT pays the Tenant Contribution with a NSF (Non-sufficient funds) check, TENANT will be charged a fee equal to the amount the bank charges LANDLORD in addition to any late fees which may be due. On the second (2<sup>nd</sup>) occurrence of a NSF check received from TENANT all Tenant Contributions shall be paid by cashier check or money order.

5. **UTILITIES.** TENANT and LANDLORD agree to pay for the following utilities as indicated:

| UTILITY      | TENANT | LANDLORD |
|--------------|--------|----------|
| Electricity  | X      |          |
| Gas          | N/A    | N/A      |
| Water        |        | X        |
| Sewer        |        | X        |
| Garbage      |        | X        |
| Other: Cable | X      |          |

It is TENANT'S responsibility to pay TENANT'S utility charges promptly when due

6. **SIZE OF APARTMENT.** The size of TENANT'S apartment is determined by the number of people or occupants as follows:

1 to 3 people 1 bedroom  
2 to 5 people 2 bedroom

a. Should the unit become overcrowded or under-utilized, or should TENANT no longer meet the eligibility requirements of the project during the term of the lease agreement, TENANT will be required to vacate the unit at the end of the lease term unless eligibility can be established by moving to an appropriate unit or a written exception is granted by LANDLORD. TENANT agrees to move to an appropriate sized unit upon LANDLORD'S written request to TENANT. Upon receiving this notice, TENANT agrees to move at TENANT'S own expense within thirty (30) calendar days to another suitably-sized vacant unit in the project. TENANT further understands that TENANT'S rental rate and Tenant Contribution may change, when appropriate, based on the rental rate for the unit TENANT moves into and that this lease will be modified accordingly.

b. **UNITS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES.** TENANT acknowledges that if TENANT or a member of TENANT'S household does not have a disability and is occupying a unit that has design features for an individual with a disability that priority for such unit is given to those needing the special physical design features of the unit. TENANT acknowledges that TENANT is permitted to occupy the unit until LANDLORD issues TENANT a written notice that TENANT must move to another suitably sized vacant unit in the project because an applicant with a disability requiring the design features of the unit has applied for occupancy. Upon receiving this written notice TENANT agrees to move at TENANT'S own expense within thirty (30) calendar days to another suitably sized vacant unit in the project. TENANT further understands that TENANT'S rental rate and Tenant Contribution may change, when appropriate, based on the rental rate for the unit TENANT moves into and that this lease will be modified accordingly.





7. **TENANT DUTIES.** TENANT is obligated to comply with all of the terms of this lease, the Rules and Regulations, the Washington State Landlord-Tenant Act (RCW 59.18), and with the following duties. Failure to comply with these duties is a violation of this lease and may result in LANDLORD seeking legal remedies to terminate tenancy and this lease.
- a. Cleaning. TENANT must keep the apartment clean at all times. If LANDLORD is fined for TENANT'S violation of any fire, health, or safety code, TENANT will reimburse LANDLORD. If TENANT obstructs or fails to cooperate with any pest control efforts, LANDLORD will be required to reimburse LANDLORD for the cost of treating TENANT'S unit within thirty (30) days.
  - b. Safety. TENANT must not use the apartment for any purpose(s) considered dangerous to health, safety, property, or other people.
  - c. Garbage. TENANT must regularly dispose of TENANT'S garbage in a sanitary manner. If TENANT fails to do so, TENANT will pay all costs of pest extermination and/or clean up.
  - d. Use of Property. TENANT must properly use LANDLORD'S property including heaters, plumbing, appliances, and any other item furnished by LANDLORD.
  - e. Damages to the Apartment and/or the Common Areas. TENANT must not damage or remove any of LANDLORD'S property or permit any household member or guest to do so. TENANT will pay for any damages to LANDLORD'S property caused by TENANT, TENANT'S household members or TENANT'S guest within thirty (30) days of LANDLORD'S presentation to TENANT of a written bill for the damages.
  - f. Non-Smoking Policy. LANDLORD will notify TENANT if the property has a non-smoking policy and provide TENANT with a written policy. Violations of the non-smoking policy may be considered material noncompliance of the lease agreement and may result in termination of tenancy.
  - g. Nuisance. TENANT must not do anything which interferes with the rights of LANDLORD'S other tenants to have a safe, healthy and comfortable place to live or which disturbs the quiet enjoyment of their apartment and/or the premises. TENANT must not do anything which interferes with the ability of the LANDLORD or LANDLORD'S employees or agents to manage the property. TENANT agrees not to commit or permit a nuisance or common waste with respect to the Apartment and/or premises, nor to release or discharge any "hazardous materials" onto or from the Apartment or premises. For purposes of this Lease, "hazardous materials" shall be those items commonly referred to in Federal and State environmental laws. TENANT agrees to indemnify LANDLORD in connection with the clean up or mediation of any "hazardous materials" discharged or released by TENANT and possible civil liability should a fire occur.
  - h. Utilities. TENANT must not waste the utilities paid by LANDLORD. Waste may include excessive water running in or outside apartment caused by TENANT neglect, excessive electricity or heat usage, not directly related to a reasonable accommodation, etc. Management will enforce the reasonable and proper use of utilities provided by LANDLORD.
  - i. TENANT'S Appliances. TENANT must not install or use a dishwasher, washing machine, clothes dryer, air conditioner, etc., without LANDLORD'S prior written approval.
  - j. Fire Safety. TENANT is responsible for testing and maintaining TENANT'S smoke and carbon monoxide detector(s) within TENANT'S unit in accordance with the manufacturer's recommendations, including replacement of batteries where required, to ensure that it is working properly at all times. If TENANT fails to maintain the smoke and/or carbon monoxide detector device(s) in proper operating condition, TENANT may be subject to fine(s) levied by the local Fire Department and/or appropriate government agency, as provided under RCW 48.48.140. TENANT is also responsible for notifying LANDLORD immediately if TENANT believes that there is a possibility that the smoke or carbon monoxide detector is not working properly. TENANT will not tamper with, remove the battery from, or disconnect the smoke or carbon monoxide detector in any way. TENANT agrees to ensure that all belongings, including clothes, furniture, bedding, etc. will be kept at the recommended distance of eight inches (8") from all baseboard and wall heaters. Failure to take all necessary precautions to ensure fire safety is grounds for eviction.
  - k. Fixtures. TENANT must not attach anything to LANDLORD'S building, including but not limited to aerials, antennas, satellite dishes, screen or storm doors, or to construct a fence without LANDLORD'S prior written approval. TENANT must remove the permitted items when TENANT leaves without damage to LANDLORD'S property unless LANDLORD wants them to remain.

- l. Alterations. TENANT must not alter, paint or in any way change LANDLORD'S property, including changing door locks or installing additional interior or exterior locks without LANDLORD'S prior written approval.
- m. Pets. TENANT must not have any pets or other animals without LANDLORD'S prior written approval. Assistive and service animals for individuals with disabilities are not considered pets for purpose of this agreement.
- n. Unlawful Activities. TENANT must not engage in or permit any activity in the unit, in the common areas, or on the property grounds, which: (i) is unlawful; (ii) is imminently hazardous to the physical safety of other persons in the unit, in the common areas or on the property grounds; (iii) entails physical assault upon another person, which results in an arrest; or (iv) entails the unlawful use of a firearm or other deadly weapon, as defined by RCW 9A.04.110, which results in an arrest, including threatening another tenant or the LANDLORD with a firearm or other deadly weapon under RCW 59.18.352.
- o. Drug Violation. It is understood that the use, or possession, manufacture, sale, or distribution of an illegally controlled substance (as defined by local, State, or Federal law) while in or on any part of this apartment complex is an illegal act. It is further understood that such action is a material lease violation. Such violation (hereafter called "drug violation") may be evidence upon the admission to or conviction of the use, possession, manufacture, sale, or distribution of a controlled substance (as defined by local, State, or Federal law) in any local State, or Federal court.

The LANDLORD may require any lessee (TENANT) or other adult member of the TENANT household occupying the unit (or other adult or non-adult person outside the TENANT household who is using the unit) who commits a drug violation to vacate the leased unit permanently, within timeframes set by the LANDLORD, and not thereafter to enter upon the LANDLORD'S premises or the lessee's unit without the LANDLORD'S prior consent as a condition for continued occupancy by the remaining members of the TENANT'S household. The LANDLORD may deny consent for entry unless the person agrees to not commit a drug violation in the future and is either actively participating in a counseling or recovery program, complying with court orders related to a drug violation, or has successfully completed a counseling or recovery program.

The LANDLORD may require any lessee to show evidence that any non-adult member of the TENANT household occupying the unit, who committed a drug violation, agrees not to commit a drug violation in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with court orders related to a drug violation, or has successfully completed a counseling or recovery program within timeframes specified by the LANDLORD as a condition for continued occupancy in the unit

Should a further drug violation be committed by any non-adult person occupying the unit the LANDLORD may require the person to be severed from tenancy as a condition for continued occupancy by the lessee. If a person vacating the unit, as a result of the above policies, is one of the lessees, the person shall be severed from the tenancy and the lease shall continue among any other remaining lessees and the LANDLORD. The LANDLORD may also, at the option of the LANDLORD, permit another adult member of the household to be a lessee. Should any of the above provisions governing an act of domestic violence be found to violate any of the laws of the land the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any rights of TENANTS afforded by law.

**8. TENANT DUTIES.** In addition to LANDLORD'S other duties in this lease, LANDLORD agrees to do the following:

- a. Maintenance. Maintain the apartment building and the community areas in a decent, safe, and sanitary condition. LANDLORD agrees to abide by all State and local codes, USDA Rural Housing Service regulations, federal Fair Housing laws and other applicable federal regulations.
- b. Infestation. Exterminate all insect, rodents, bed bugs and other pests, unless TENANT causes the infestation. If TENANT causes the infestation, TENANT shall reimburse the cost to the LANDLORD of the extermination within thirty (30) days.
- c. Locks. Provide adequate locks and furnish keys to TENANT. Replacement keys will be at a cost of \$5.00 (unit) \$3.00 (mail) per key. If LANDLORD has to change the locks, the cost for both parts and labor will be TENANT'S responsibility, unless said change is at the LANDLORD'S option as part of normal maintenance activities.
- d. Garbage. Provide and maintain garbage receptacles in common areas, and arrange for the regular removal of trash.

- e. Documents. Provide TENANT with copies of the signed lease, LANDLORD'S Rules and Regulations, the Apartment Inspection Report, a Summary of TENANT'S Rights, and a copy of Form RD 3560-8, Tenant Certification. Upon Tenant's request, LANDLORD will provide TENANT with a copy of the grievance procedure.
9. **NON-DISCRIMINATION AND HARRASSMENT.** LANDLORD is committed to the laws, principals and spirit of non-discrimination and equal opportunity for all persons without regard to race, color, religion, sex, familial status, national origin, age, or disability. TENANT understands that harassment of any person because of his/her race, color, religion, sex, familial status, national origin, age, or disability or any other protected basis as defined by law, while on the LANDLORD'S premises, is a form of discrimination and constitutes a substantial violation of the lease.
10. **APARTMENT INSPECTION REPORTS.** Before TENANT moves in, TENANT and LANDLORD will inspect TENANT'S apartment for defects and other damage. LANDLORD and TENANT will then complete and sign the Move-In portion of the Apartment Inspection Report and both LANDLORD and TENANT will get copies. By signing the Apartment Inspection Report, TENANT agrees that the TENANT is satisfied with the condition of the apartment and that LANDLORD will not be required to repaint, re-plaster, or perform any other work, except those items specified on the report.

When TENANT leaves the apartment, both TENANT and LANDLORD will inspect the apartment and complete and sign the Move-Out portion of the Apartment Inspection Report. It is TENANT'S duty to leave the apartment in as good condition as received. The Move-Out Report will assess whether TENANT has damaged or failed to clean TENANT'S apartment and any withholding of money from TENANT'S security deposit will be based on this report. In the event TENANT terminates the lease agreement without an inspection, LANDLORD will make the inspection and will notify TENANT of any charges which are to be deducted from the deposit in accordance with Paragraph 12(d) of this lease.
11. **FURNISHED EQUIPMENT.** TENANT acknowledges LANDLORD has furnished the following equipment:  
Stove/oven and refrigerator.

12. **SECURITY/DAMAGE DEPOSIT.**

- a. Amount. TENANT must pay a Security Deposit of \$150.00 prior to moving into the Apartment unit. If TENANT is eligible for Rental Assistance and TENANT cannot afford to pay all of the Security Deposit prior to moving in, LANDLORD will work out a reasonable (up to three (3) months) payment program in accordance with USDA Rural Housing regulations and 7 CFR Part 3560. All other TENANTS will pay the entire Security Deposit prior to moving in.
- b. Security Deposit Account. TENANT'S Security Deposit will be placed by LANDLORD in a trust account at Bank of America whose address is P.O. Box 1106, Everett, WA 98206.
- c. Deductions. When TENANT leaves the apartment, LANDLORD may retain a portion or all of TENANT'S deposit for the following expenses:
  - (1) Any Tenant Contribution TENANT owes will be deducted.
  - (2) Each key not returned will result in \$5.00 (unit), \$3.00 (mail) lost key charge being deducted.
  - (3) TENANT must clean and restore the apartment to its original condition except for normal wear and tear. If the apartment is not cleaned the cost of cleaning will be deducted. Cleaning includes carpets and drapes/window coverings.
  - (4) Cost of TENANT damages outside of normal wear and tear will be deducted.
  - (5) Cost of any lost or missing items of furnishing or equipment will be deducted.
  - (6) TENANT must pay any other expenses that are TENANT related and not listed above.
  - (7) TENANT will forfeit their Security Deposit if the TENANT vacates the project before fulfilling the initial twelve (12) month term, except for termination with good cause as per paragraph 16.
  - (8) Improper/no notice provided by TENANT in writing twenty (20) prior to next rent payment date for vacate.
- d. Refunds. TENANT must provide LANDLORD with TENANT'S forwarding address so that LANDLORD can return TENANT'S Security Deposit. Within fourteen (14) days of TENANT'S date of vacating, LANDLORD will return any or all of TENANT'S Security Deposit, including a statement itemizing any deductions, or

send a full statement specifying LANDLORD'S grounds for retaining TENANT'S deposit along with a listing of chargeable items and their costs.

- e. If TENANT does not give LANDLORD a forwarding address, LANDLORD will send TENANT'S deposit and/or LANDLORD'S statement to TENANT'S last known address.
- f. Additional Costs. In addition, LANDLORD has the right to file suit against TENANT in State court to recover any Tenant Contribution not paid, along with the costs of cleaning, repairs or replacements in excess of TENANT'S Security Deposit. If LANDLORD files suit, and if the court determines LANDLORD prevails, TENANT may also be required by the courts to pay court costs and the attorney's fees of LANDLORD.

### 13. REPAIRS.

- a. Tenant Damage. TENANT must immediately notify LANDLORD if damage is caused to the apartment or project/project grounds.

If TENANT, a member of TENANT'S household or a guest of TENANT causes damage to apartment or other parts of project TENANT will be responsible for costs of necessary repairs. LANDLORD may enter the apartment, make the necessary repairs, and bill TENANT. TENANT must pay this bill on the next Tenant Contribution due date, unless both TENANT and LANDLORD enter into a written agreement specifying some other terms of payment. If TENANT fails to comply with the terms of this paragraph, LANDLORD may seek to terminate the tenancy as set forth in Paragraph 17.

If the items TENANT has damaged do not substantially affect health or safety of LANDLORD'S other tenants, TENANT must nevertheless pay for necessary repairs. If TENANT fails to do so LANDLORD can deduct the costs of repairs from TENANT'S Security Deposit, send TENANT a bill payable within ten (10) days, and/or seek recovery from TENANT in State court.

- 14. **ENTERING TENANT'S APARTMENT.** LANDLORD may need to enter TENANT'S apartment, at reasonable times, for inspections, repairs or to show TENANT'S apartment to prospective tenants, prospective purchasers, or other authorized people. When entry is necessary, LANDLORD will give the TENANT a 48 hour prior written notice of intent to enter. If TENANT or a friend wishes to be present, please let the LANDLORD know prior to the scheduled entry date. TENANT may not unreasonably withhold permission for LANDLORD to enter. LANDLORD may enter the unit without prior notice and without TENANT consent when an emergency exists. When LANDLORD enters on an emergency basis during TENANT'S absence, LANDLORD will leave written notice stating the reason for the entry and the name of the person who entered the apartment.

- 15. **CHANGE IN AGREEMENT.** LANDLORD may, with prior approval of USDA, Rural Housing Service, change the terms and conditions of this lease agreement and/or the LANDLORD'S Rules and Regulations. LANDLORD will send TENANT a notice of the change(s) either by certified mail return receipt requested or by hand delivering it to a TENANT of TENANT'S household or a person of suitable age discretion residing with TENANT requesting a signed and dated acknowledgement of receipt at least 30 days before the change becomes effective. TENANT will then have the right to terminate this agreement in accordance with Paragraph 16 or may sign a revised agreement or amendment which includes the change(s). (Modification of the lease agreement and/or Rules and Regulations is subject to the Tenant Grievance Procedure). Any revisions to this lease will be effective at the end of the initial or any renewal term of the lease in effect at the time of change(s) is delivered.

- 16. **TERMINATION OF THE LEASE BY TENANT.** TENANT may terminate this lease by giving LANDLORD written notice at least twenty (20) days before TENANT'S next Tenant Contribution payment is due, providing TENANT has fulfilled the original twelve (12) month term of the lease as outlined in Paragraph 1; or TENANT may terminate this lease with thirty (30) day written notice prior to expiration of its term for "good cause." Good cause shall include: moving out of the area for employment; loss of TENANT'S job; severe illness; death of TENANT'S spouse; or after notification by borrower of intent to prepay.

According to the terms of this agreement, the Tenant Contribution has been prorated to the first day of each calendar month. The TENANT understands that the occupancy is on a month-to-month tenancy running from the first to the last day of each month (Example: Notice given on the 15<sup>th</sup> day of one month would bind the tenancy until the last day of the following month, not the 5<sup>th</sup> day of the following month). The tenancy still exists during the time that TENANT'S household's personal possessions remain in the apartment even if the TENANT has personally ceased to occupy the apartment with the intent to vacate and leave the project and until such time as TENANT'S personal possessions have been moved voluntarily or by legal means, subject to the provisions of State or local law.

- 17. **TERMINATION OF THE LEASE BY LANDLORD.** The LANDLORD may terminate or refuse to renew this Lease only for material non-compliance with the terms of the Lease, including addendums, Rules and Regulations of the property or other "good cause", as defined below.

- a. "Material Non-Compliance" for the purpose of Lease Termination, includes TENANT'S substantial and/or repeated violations of the Lease or Rules and Regulations, including, but not limited to non-payment or

repeated late payment of rent or other financial obligations due under the Lease, Rules and Regulations or Criminal, Drug or Domestic Violence violation.

b. "Good Cause" for the purpose of Lease Termination, includes, but is not limited to:

- 1) Non-Eligibility of the TENANT'S household;
- 2) Actions by the TENANT, a member of TENANT'S household or by TENANT'S guests which interfere with the rights of other tenants or neighbors to the quiet enjoyment of the premises and related facilities
- 3) Actions by the TENANT, a member of the TENANT'S household or by TENANT'S guests that threaten the health and safety of other persons, or are abusive, harassing or threatening to the LANDLORD, employees or assigns of the property or management or to other tenants;
- 4) Actions by the TENANT, a member of TENANT'S household or by TENANT'S guests that result in physical damage to the rental unit, common areas or the property of other tenants prohibited by State and local laws;
- 5) Any actions by TENANT, a member of TENANT'S household or by TENANT'S guests prohibited by State and local laws;
- 6) TENANT'S failure to reimburse the LANDLORD within thirty (30) days for repairs made or any other charges authorized under this Lease;
- 7) Permitting unauthorized person to live in the rental unit or violations of the guest policies
- 8) Actions by the TENANT, a member of TENANT'S household or by TENANT'S guests that create physical hazards
- 9) Actions by the TENANT, a member of TENANT'S household or by TENANT'S guests that cause, or potentially cause an adverse financial effect on the housing or the property of other persons
- 10) TENANT'S failure to repay unauthorized assistance payments
- 11) TENANT'S failure to accept and observe LANDLORD'S authorized modifications to the Lease
- 12) Allowing unauthorized pets in the unit or permitting actions or behavior by pets or assistance animals that threaten the quiet enjoyment of other tenants, or causes damage to the unit or property
- 13) TENANT'S failure to provide accurate and timely income certification or re-certification information
- 14) TENANT'S failure to maintain required utilities to the rental unit
- 15) TENANT'S failure to maintain the rental unit in clean condition
- 16) TENANT'S failure to pay security or pet deposit as required
- 17) Criminal, gang or drug-related activity by the TENANT, a member of TENANT'S household, a TENANT'S guest or by any other person under the control of the TENANT at the time of the activity
- 18) Criminal activity or alcohol abuse, in accordance with the provisions of 24 C.F.R. 5.858 through 5.861
- 19) Situations where the TENANT has been mistakenly placed in rental unit in which the TENANT is not eligible under applicable TENANT eligibility requirements;
- 20) Providing the LANDLORD false information regarding income or other factors considered in determining the TENANT'S rent

c. **Notices:** Prior to termination of the Lease, LANDLORD must provide TENANT with written notice of the violation, with specific reference to the provisions of the Lease or Rule(s) that have been violated. In addition:

Lease Violation notices must:

- 1) Provide TENANT an opportunity to correct the violation

- 2) Advise that the TENANT'S conduct is grounds for termination of tenancy
- 3) Advise the TENANT of their right to respond to the notice within ten (10) calendar days after the date of the notice
- 4) Advise the TENANT of their right to a hearing in accordance with 7 C.F.R. 3560.160

Lease Termination notices must:

- 1) Specify the date the Lease will be terminated
- 2) Include a statement that the LANDLORD may initiate judicial action to enforce the Lease termination

A suit for unpaid rent and possession of the rental unit is not an action to terminate the Lease, and may be pursued by LANDLORD under State law, without regard to the requirements of this Section.

In accordance with 7 C.F.R. 3560.160 (e), both the Notice of Violation and the Notice of Termination must be delivered to the TENANT by certified mail, return receipt requested, or hand delivered with a signed and dated acknowledgement of receipt from the TENANT. Any termination of the Lease by the LANDLORD must be carried out in accordance with 7 C.F.R. 3560.159, State and local law, and the terms of this Lease. TENANT shall remain liable for all rent payments and other obligations under this Lease through the full Lease term, subject to LANDLORD'S obligation to mitigate its losses.

- d. **Judicial Action.** If TENANT fails to correct the violation of the Lease and/or Rules and Regulations specified in LANDLORD'S notice and refuses to vacate the apartment by the date specified in the LANDLORD'S notice, LANDLORD may seek to enforce the Lease termination notice by filing an Unlawful Detainer Action in State court. If LANDLORD brings an Unlawful Detainer Action in State court and is successful, the court may order TENANT to pay all court costs and LANDLORD'S expenses, including reasonable attorney fees. TENANT will be given a chance to present a defense during this action in accordance with State laws.

18. **ABANDONMENT.** Abandonment is demonstrated by TENANT'S failure to pay Tenant Contribution when due and, by words and/or conduct, indication that TENANT does not intend to continue occupancy. If TENANT abandons TENANT'S apartment and fails to pay the Tenant Contribution, LANDLORD may enter TENANT'S apartment after posting two (2) days' notice and move any property TENANT leaves behind to a reasonably secure place, which removal and storage shall be at TENANT'S expense. Tenancy continues until TENANT'S personal possessions are removed from the rental unit either voluntarily or by legal means, subject to provisions of State and local law in such matters. LANDLORD will promptly send TENANT written notice, to TENANT'S last known address, specifying the location of the TENANT'S belongings, the name and address of LANDLORD, and informing TENANT that the property will be sold or otherwise disposed of, and the date of sale/disposal.

If the value of the abandoned property is more than \$250, TENANT must claim TENANT'S property within forty-five (45) days of the date the notice of sale was mailed to TENANT, or LANDLORD may sell or dispose of it seven (7) days after notice of sale is mailed, except for personal papers, family pictures and keepsakes which will be held for TENANT for a period of one (1) year from the date of sale or disposal. Any money received will be applied first to moving and storage cost and then to any Tenant Contribution or other charges due from TENANT. Any remaining funds will be held for twelve (12) calendar months after the sale. If TENANT fails to claim these funds within that time it will become LANDLORD'S property including any interest paid on the income.

19. **RULES AND REGULATIONS.** The LANDLORD Rules and Regulations are an attachment to this Lease. TENANT will receive a copy of LANDLORD'S Rules and Regulations before TENANT signs this lease. By signing this Lease TENANT agrees to abide by those rules. LANDLORD may change the Rules and Regulations, but only after giving TENANT thirty (30) day written notice and the opportunity for the TENANT to offer comments and suggestions. By federal regulation, all LANDLORD'S Rules and Regulations must be approved by USDA, Rural Housing Service.
20. **PREPAYMENT BY OWNER.** No Tenant Contribution may be increased by reason of prepayment of the loan on this property for the term of the lease. Owner agrees to abide by Rural Housing Service regulations and 7 C.F.R. Part 3560. If prepayment occurs, leases and renewals will be amended to include a clause specifying tenant protections.
21. **SALE OF PROPERTY.** Should this property be sold to a buyer approved by USDA, Rural Housing Service, this lease will be transferred to the new Owners.

22. **UNTENANTABLE PROPERTY.** Should this property become untenable because of fire or other disaster not caused by or made worse by TENANT, the Owner has the right to repair or rehabilitate the building within a reasonable period of time and/or terminate the lease. If the lease is terminated, TENANT will be responsible for Tenant Contribution only up to the date of destruction.
23. **ACCOMMODATIONS OF PERSONS WITH DISABILITIES.** For all aspects of the lease, under the provisions of Section 504 of the Rehabilitation Act of 1973, a person with a disability shall be provided with a reasonable accommodation to the extent necessary to provide such person with an opportunity to use and occupy the apartment and apartment premises equal to a person without a disability.

TENANT, TENANT'S household member(s), or a representative of TENANT or TENANT'S household member may, at any time, request a reasonable accommodation of a disability of TENANT or TENANT'S household member(s) – including a reasonable accommodation so that TENANT can meet lease requirements of other requirements of tenancy.

24. **ADDENDUMS.** The following addendums are made a part of this lease:
- Rules and Regulations
  - Move-In/Move-Out Apartment Inspection Report
  - Tenant Certification Form RD 3560-8
  - Tenant Grievance Procedure
  - Pet Rules
  - Other:

25. **CONTENTS OF THIS AGREEMENT.** This agreement, its attachments and addendums make up the entire agreement between TENANT and LANDLORD regarding the unit. If any court declares particular provisions of this agreement to be invalid or illegal, all other terms of this agreement will remain in effect and both TENANT and LANDLORD will continue to be bound by them. TENANT and LANDLORD agree to comply with Washington Residential Landlord/Tenant Act. Nothing in this agreement shall be construed as waiving any of TENANT'S or LANDLORD'S rights under State law.
26. **SIGNATURE CLAUSE.** By signing below, both TENANT and LANDLORD certify that they are legally capable to sign a contract, and have read this lease, and agree to be bound by its provisions.

I accept this apartment at my own free will:

|       |                     |
|-------|---------------------|
| _____ | _____               |
| Date  | Tenant Signature    |
| _____ | _____               |
| Date  | Co-Tenant Signature |
| _____ | _____               |
| Date  | Landlord            |





## **EXHIBIT D**

### **TITLE 8 SCOPING MEMO**

# Memorandum

To: Patricia Love, Community Development Director  
From: Ryan Walters, JD, AICP  
Date: June 15, 2023  
Re: Stanwood Municipal Code Title 8 (Animals)

As part of the Stanwood Municipal Code (“SMC”) Update Project, we have reviewed existing SMC Title 8 (Animals) and propose in this memo a number of revisions (indicated with the ☐ checkbox). After your review and at your direction, we will draft code text and ordinance language to implement the options you select.

## Title 8 Animals

Title 8 currently consists of only a single chapter regarding animal control and licensing. This memo proposes reorganization of that single chapter into a number of new chapters. We would reformat, rewrite, and enhance sections that are reorganized.

- ☐ Per staff comment, we would delete outdated sections 8.02.090 and .100 regarding riding horses and other livestock.

Note that an existing chapter number, 8.04, is reserved for “Right to Farm,” but no content exists. A right-to-farm code chapter would presumably apply to more than just livestock, and should be placed in an alternative chapter.

### ***New Chapter 8.02 General Provisions***

This chapter would contain various provisions applicable to the entire title, including:

- ☐ Definitions (extracting definitions that contain rules)
- ☐ Administrative/enforcement authority
- ☐ Animal control officer
- ☐ Designation of animal control shelter
- ☐ Severability

The City might also want to include a prohibition or restriction on feeding animals such as deer, seagulls, or pigeons.

### ***New Chapter 8.10 Dogs***

Existing provisions in SMC 8.02 concerning the following would move to this chapter:

- ☐ dog licensing;
- ☐ leash requirements; and
- ☐ limits on the number of dogs

In addition:

- ☐ Provisions regarding potentially dangerous and dangerous dogs will be harmonized with the statute and included here.
- ☐ This new chapter would also replace existing SMC 8.02.230 prohibiting noisy dogs and cats with a more detailed section addressing barking dogs. We would include a cross-reference to the proposed new noise ordinance in Title 7, but not exclusively rely on it because barking dogs do not always violate volume thresholds. We would disregard the potential problem of noisy cats.
- ☐ The requirement to clean up requirement to clean up dog waste would also be included here, except that the current provision (SMC 8.02.210) also applies to cats.
- ☐ If the City desires to retain that section's applicability to cats, we would place it in Chapter 8.02.
- ☐ We would include an exemption for the blind consistent with [Port Townsend Municipal Code 8.08](#).

### ***New Chapter 8.20 Kennels and Catteries***

Existing kennel provisions (e.g., SMC 8.02.440-450, and 470) would move to this chapter.

### ***New Chapter 8.30 Pet Shops and Grooming Parlors***

Existing SMC 8.02.460 and .480 would be reorganized into this chapter.

### ***New Chapter 8.40 Livestock***

Existing provisions in SMC 8.02 concerning livestock would move to this chapter.

### ***New Chapter 8.50 Dangerous Animals***

Existing SMC 8.02.035 would be moved here, with correction of the WAC citation.

- ☐ We recommend expansion of the state definition to include wolf hybrids and all cougars.
- ☐ We also recommend prohibiting display of such animals (e.g., Redmond Municipal Code 7.08.030).

See also [Port Angeles Municipal Code Chapter 7.10](#), [Anacortes Municipal Code Chapter 6.16](#) or [Skagit County Code Chapter 7.04](#).

### ***New Chapter 8.80 Animal Cruelty***

Existing SMC 8.02.390 Animal Cruelty would be included in this chapter. We would also adopt by reference additional provisions of state law (such as in [Arlington Municipal Code 8.21.005](#)).

### ***New Chapter 8.90 Enforcement and Impoundment***

Existing provisions in SMC 8.02 regarding impoundment and other actions required for enforcement would be reorganized in this new chapter. Existing SMC 8.02.190 regarding stray animals would be incorporated here.

# **EXHIBIT E**

## **TITLE 7 SCOPING MEMO**

# Memorandum

To: Patricia Love, Community Development Director  
From: Ryan Walters, JD, AICP  
Date: June 15, 2023  
Re: Stanwood Municipal Code Title 7 (Health and Sanitation)

As part of the Stanwood Municipal Code (“SMC”) Update Project, we have reviewed existing SMC Title 7 (Health and Sanitation) and propose in this memo a number of revisions (indicated with the ☐ checkbox). After your review and at your direction, we will draft code text and ordinance language to implement the options you select.

## Title 7 Health and Sanitation

Title 7 currently consists only three chapters (regarding garbage collection, litter control, and nuisances). We propose maintaining existing chapter numbers where possible.

### 7.04 Garbage Collection

Good examples: [Bellingham Municipal Code 9.12](#).

- ☐ Rename chapter to Solid Waste.
- ☐ Harmonize chapter with terms of 2022 service agreement with Waste Management.
- ☐ Add provision for mandatory collection of solid waste.
- ☐ Add provision specifying mandatory containers.
- ☐ Add anti-scavenging provision (e.g., Arlington Municipal Code 6.05.090).
- ☐ Add provisions setting penalties for violations or fees for additional service.

### 7.12 Litter Control

This existing chapter adopted by reference, in 1973, the Washington State Uniform Litter Control Code Ordinance. We were unable to locate such model ordinance; the reference is likely to the 1971 model litter control act, formerly RCW 70.93, now RCW 70A.200, and since renamed. We propose to replace the chapter with the following:

- ☐ Rename chapter to “Littering”
- ☐ Incorporate by reference state statutes prohibiting littering (e.g., RCW 70A.200.060 and the definitions in RCW 70A.200.030) and requiring drivers to secure their load (RCW 46.61.655)

State law sets penalties for littering as follows:

- Littering less than 1 cubic foot = class 3 civil infraction
- Litter more than 1 cubic foot, but less than 1 cubic yard = misdemeanor
- Littering more than 1 cubic yard = gross misdemeanor

- Potentially dangerous litter (e.g., cigarette butts) = class 1 civil infraction

If the City desires to set higher penalties for specific conduct not identified in the state law, we can incorporate those penalties into the draft. Note that RCW 35A.11.020 otherwise requires the punishment for any municipal criminal ordinance to be the same as the punishment provided in state law for the same crime, and no act which is a state crime may be made a civil violation.

## 7.16 Nuisances

This existing chapter would be completely rewritten.

We have already adopted abatement process provisions in Title 13, and provisions that classify any violation of the City code as a public nuisance, and any public nuisance as a misdemeanor (which is also established by statute). We would therefore delete the procedural provisions on SMC 7.16.050.

As a supplement to attempting to list all public nuisances in this chapter is to adopt the [International Property Maintenance Code](#) alongside the state building code. The IPMC contains a number of additional hazards or nuisances that may not otherwise be captured. In any event, we'd recommend including the following in the chapter:

- ☐ Existing nuisance list in SMC 7.16.020
- ☐ Cross-reference to litter chapter
- ☐ Include junk vehicles as public nuisances per RCW 46.55.240(2), including the required abatement procedures therein [or potentially, include this in its own chapter, e.g., [Olympia Municipal Code Chapter 8.40](#), [Port Angeles Municipal Code Chapter 8.05](#)]
- ☐ Include abandoned ("zombie") properties per RCW 7.100.010
- ☐ Include junk, materials, etc., in the unimproved portions of the city right of way or unenclosed in yards or obstructing sidewalks ([PAMC 8.30.060](#) has an example of a well-organized list)
- ☐ Include graffiti
- ☐ Include unmaintained vegetation, especially where it creates a hazard ([Wuthrich v. King County](#)), potentially following the list in [Burlington Municipal Code 8.08.010](#)

We recommend handling issues such as vehicles or other materials left in the street, working on vehicles in the street, construction debris in the street, and sidewalk obstructions by people under the streets and parking chapters.

Certain properties that constitute "chronic nuisances" may require additional measures.

- ☐ Add provisions to increase penalties for "chronic nuisance" properties (e.g., [Port Angeles Municipal Code 8.30.070](#))

Finally:

- ☐ To implement the reserved "right-to-farm" policy in existing SMC Chapter 8.04, Include a specific exclusion from the definition of nuisance for agricultural activities, operation, facility, or appurtenances, regardless of past or future changes in the surrounding area's land use or zoning designation, when conducted or maintained for commercial purposes, and in a manner consistent with current best management practices and state and federal law.

## ***New Chapter 7.20 Smoking and Vaping***

Recently adopted SMC 6.40.070 (in the Parks Chapter) prohibits smoking, vaping, or carrying any active vaping device within any city park. The smoking provisions could be expanded to cover any public places, as included in Mount Vernon's Municipal Code (MVMC Chapter 8.32), however state law only allows a city to prohibit *outdoor* vaping in areas where children congregate, such as a park (RCW 70.345.210).

- ☐ Create chapter.
- ☐ Prohibit smoking in outdoor public places
- ☐ Incorporate by reference RCW Chapter 70.160 prohibiting smoking in and within 25 ft of public places or places of employment
- ☐ Incorporate by reference RCW 70.345.100 limiting vape product tastings
- ☐ Incorporate by reference RCW 70.345.210 prohibiting vape purchase or possession by persons under age 18
- ☐ Incorporate by reference RCW 70.345.150 prohibiting vaping in certain public places
- ☐ Prohibit vaping in indoor public places

## ***New Chapter 7.30 Noise Control***

As part of the update of Title 9, the City attorney recommended that existing chapter 9.50 Public Nuisance and Disturbance Noises be moved to Title 7, Health and Sanitation. The adopting ordinance for Title 9 completely replaced the title, including existing chapter 9.50 (with a new chapter about trespass from city property) and therefore effectively repealed the existing noise chapter.

Noise ordinances can be problematic to enforce. We propose:

- ☐ Attempt to strike a balance between regulating specific noises (e.g., mechanical equipment, power tools, construction, very loud cars) with allowed hours of operation with volume-based regulation to back that up, based on Ecology's maximum environmental noise levels ([WAC chapter 173-60](#)).
- ☐ Exempt fireworks (when used consistent with Title 9) and the other items in the list of exempt noises in old SMC 9.50.030 and 040.
- ☐ Delete old provisions regarding enforcement procedures
- ☐ Delete misdemeanor
- ☐ Set fine at Category 4 Civil Infraction with escalation for repetitive offenses