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COMMUNITY HANDBOOK







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COMMUNITY HANDBOOK







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GENERAL INFORMATION

PRIVATIZATION

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

ACRONYMS

GM	General Manager
NMO	Neighborhood Management Office

COMMON DEFINITIONS

Agent/Property Manager	Hunt MH Property Managers, LLC ("PM")
Guest	Guest of Resident
Occupant	Children, Spouse
Owner	Pacific Northwest Communities, LLC
Premises	Home, garage/carport/designated parking, yard(s), storage sheds
Quiet Hours	10:00 PM through 6:00 AM
Resident	Party signing the Lease Agreement

IMPORTANT PHONE NUMBERS

Police, Fire, Ambulance:	911
Maintenance Service Request Line:	
The Landings Office	(888)335-3297
NS Everett, East Sound Office	(866)616-3267
NB Kitsap, West Sound Office	(888)335-3297
NAS Whidbey Island, North Sound Office	(866)616-3267
Neighborhood Management Offices:	
The Landings Office	(360)394-7304
NS Everett, East Sound Office	(877)245-7370 or (360)394-7370
NB Kitsap, West Sound Office	(360)598-5831
NAS Whidbey Island, North Sound Office	(360) 679-4241
Regional Property Management Office	(360) 394-7290

WEBSITE thelandingsKitsap.com

NEIGHBORHOOD POLICIES

1. ABSENCE FROM PREMISES

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

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

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

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

2. ALTERATIONS/REPAIRS/LIENS

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

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

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

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

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

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

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

3. APPLIANCES

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

Air Conditioning

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

Dishwasher

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

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

Garbage Disposal

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

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

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

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

Refrigerator

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

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

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

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

Stoves, Ovens & Microwaves

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

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

Washing Machines and Dryers

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

Water Heaters

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

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

4. CABLE TELEVISION /INTERNET /SATELLITE DISH /ANTENNA

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

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

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

signals via satellite, (2) an antenna 39.37 inches or less for wireless cable or fixed wireless signals other than satellite, or (3) a commercially available analog or digital TV antenna.

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

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

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

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

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

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

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

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

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

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

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

Residents must execute a Reception Device Addendum to the Lease.

5. CHANGES IN STATUS

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

6. CHILDCARE

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

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

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

7. COMMON AREAS

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

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

8. COMMUNITY CENTERS AND PROGRAMS

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

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

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

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

9. COMMUNITY SPORTS AND RECREATIONAL AREAS

Uses of sport and recreational areas are at the Residents, Occupants, and Guests own risk. Owner and Agent are to be held harmless for any and all injuries, accidents, or losses suffered while using facilities, other than those that may result from the negligence or willful misconduct of Owner or Agent. Owner does not make any warranties concerning the equipment or facilities, and Residents agree representations have not been made regarding the safety, desirability or quality of equipment or facilities. Residents will be responsible for the cost of any repair or service on equipment or facilities due to misuse by Resident, Occupant or Guests. Resident shall notify the NMO of any malfunctioning equipment or facilities.

10. DAMAGES TO THE PREMISES

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

11. DISPUTE / GRIEVANCE PROCESS

The Owner's goal is to provide affordable and well-maintained Premises for an exceptional quality of life for all Residents. Resident inquiries or concerns that have not been addressed in a manner that is satisfactory have several alternative avenues for resolution.

First, make sure the inquiry or concern has been clearly stated and delivered to the NMO. The NMO will respond in a timely manner to the inquiry or concern in accordance with the terms of the Lease Agreement, the Community Handbook and any Addenda executed by the Resident. In the event the NMO has not responded in a manner consistent with the Resident inquiry or concern, the Resident may contact the General Manager at (360) 394-7290

or complete a pre-paid postage Instant Feedback Form and mail to the address listed. The Instant Feedback Form is another source for the Resident to receive a response to an inquiry or concern not adequately addressed by the NMO or to give positive feedback to the General Manager. Instant Feedback Forms will be available at all NMOs.

Residents will have the opportunity to provide feedback on your satisfaction and areas for improvement via the annual resident survey.

12. DRUG FREE POLICY

Hunt MH Property Managers, LLC complies with the federal Controlled Substances Act which prohibits the use, possession, and distribution or illegal drugs. Hunt MH Property Managers, LLC prohibits drugs banned under the federal CSA and furthermore cannot grant persons with disabilities the use of medical marijuana.
Marijuana is categorized as a Schedule 1 substance under the federal Controlled Substance Act (CSA). According to 21 United States Code § 801 et seq., the manufacture, distribution, or possession of marijuana is a federal criminal offense, and it may not be legally prescribed by a physician or any reason, pursuant to 21 Unites Sates Code §§ 841 (a)(1); 844(a); 812(b)(1)(A)-(C).
Hunt MH Property Managers, LLC forbids the use of medical marijuana, because its use violates federal law. That is, a resident with disabilities will not be granted an accommodation to use medical marijuana, because violation of federal law is not reasonable. Residents are not permitted to grow, use, otherwise possess, or distribute medical marijuana although state law authorizes medical marijuana-related conduct.

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

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

13. RESIDENT ENERGY CONSERVATION TIPS

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

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

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

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

Dishwasher

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

Heating

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

Laundry

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

Lights and Other Appliances

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

Stove

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

Water

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

Refrigerators

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

14. ENTRY ONTO PREMISES

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

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

15. EVICTIONS

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

The Owner may do the following depending on the situation:

1. The NMO may counsel the Resident(s) and/or issue a Notice of Violation/Breach. The NMO may also determine if the household and the Owner should enter into a Memorandum of Understanding.
2. The NMO may issue a state-required notice to cure to the Resident(s) with a copy to the NHSC for one serious violation, frequent violations, a pattern of several violations, and/or noncompliance with federal, state or local laws.

16. FENCES

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

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

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

17. FIREARMS /WEAPONS

The primary concern surrounding weapons in the Premises is the general safety of the Neighborhood. Any violation of firearms/weapons regulations will result in a formal review and is

likely to result in eviction. All firearms/weapons must be registered at the Installation and/or local authority (if applicable) before they may be brought into the Neighborhood. A copy of the registration must be provided to the NMO within three (3) days of registration. Residents must comply with the following:

a. Resident must meet the requirements of all federal, state, local and Installation regulations, statutes, laws, and ordinances concerning the possession, registration, display, carrying, and use of weapons, including all firearms, knives, and other regulated devices. In cases of contradictory regulations, statutes, laws or ordinances, the most restrictive will apply.
b. Concealed weapons may not be carried or discharged on the Premises or the Neighborhood.
c. Military weapons may not be stored, carried, or transported onto the Premises or Neighborhood unless authorized by the Federal Government in the performance of military duties.
d. Large caliber and automatic weapons may not be present on the Premises, unless they are part of a legitimate collection and have had the firing or activating mechanisms permanently disengaged.
e. Firearms and ammunition must be stored separately from each other in locked cabinets, located out of children's reach. Loaded firearms are expressly prohibited on the Premises.
f. BB/pellet guns, air rifles, slingshots, arrows, and long or cross bows, are considered firearms. The use of these or any other projectile-propelling device is prohibited on the Premises or in the Neighborhood.
g. Knives, swords, and any other harmful devices may not be carried and must be securely mounted, or sheathed and secured.
h. Weapons prohibited by federal, state, and local laws, such as stiletto knives, blackjacks, brass knuckles, switchblades, and zip guns may not be present on or in the Premises or Neighborhood. Hand grenades, bombs, and blasting explosives are prohibited.
i. Storage of black gunpowder is limited to a maximum of 5 pounds and is to be treated as and stored as ammunition in a locked case.

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

Residents living in on-base communities (within a Navy secured fence) will be expected by the Installation Commanding Officer to be aware of and follow all Department of Navy and Installation rules and regulations, including OPNAVINST 5530.14 series, Navy Physical Security and Law Enforcement Program, and any other orders, directives or instructions issued by the Department of Navy or Installation Commanding Officer regarding the possession of personal weapons on board the Navy Installation. Violation of the provisions of these weapons policies is cause for immediate Lease Agreement termination and eviction from the Premises.

18. FIREWORKS

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

19. FOSTER CARE

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

20. GARAGES/CARPORTS

See Section 39 PARKING and Section 55 VEHICLES.

21. GROUNDS MAINTENANCE

Owner Responsibilities:

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

Resident Responsibilities:

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

22. GUESTS

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

Residents must notify Owner, in writing, within forty-eight (48) hours of a Guest's arrival if the Guest will be staying overnight for any duration less than fourteen (14) consecutive days. If the Guest will be staying more than fourteen (14) consecutive days, the Resident must obtain prior written approval from the NMO prior to the guest's arrival. Normally Guests may not remain for more than 30 days; however exceptions for guests visiting for extended periods for the purpose of assisting the Resident (e.g., newborn, illness, etc.) may be granted by the NMO on a case-by-case basis, and must be submitted in advance and in writing. Approval by the NMO does not constitute approval by or for other authorities. The Owner reserves the right to control the entry into the Neighborhood by Resident's Guests, agents, licensees or invitees, furniture movers, and delivery persons, and may prohibit from the Premises or Neighborhood any Guests or invitees who, in Owner's reasonable judgment, have been disturbing the peace, disturbing other Residents or violating Neighborhood policies.

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

Long-Term Guests

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

An eligible long-term guest is defined as:

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

If an applicant or resident requests a Guest past thirty (30) days, Hunt MH Property Managers, LLC will provide that Request for Long-Term Guest form. any applicable

documentation to will ask for any applicable documentation to evidence the relationship by blood, marriage, adoption, guardianship, or operation of law (such as probate court orders, marriage certificate, etc.) and attach it to the request form.

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

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

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

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

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

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

Hunt's approval of the Guest does not constitute approval by or for the military branch or any other entities.

If the Guest disrupts the livability of the housing community, creates a nuisance, and/or otherwise disturbs the quiet enjoyment of other households, any applicable documentation to may prohibit or bar the Guest from the leaseholder's home and/or the housing community itself.

Guests must be able to meet any applicable installation access requirements. Also, it is the leaseholder's responsibility to determine if any additional approvals are required, such as visitor passes.
Residents are not permitted to sublet all or any part of the Premises.

23. HOLIDAY & LIGHTING/ DECORATIONS

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

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

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

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

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

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

Exterior Decorations

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

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

24. HOME BASED BUSINESSES/ COMMERCIAL ENTERPRISES

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

a. Resident must submit a written request and complete a Home Based Business Addendum and obtain prior approval from the NMO before operating a home business. The approval will apply to any Resident conducting a private business, including but not limited to selling or attempting to sell goods and/or services, cosmetics, household products, cleaning products, tailoring, tax preparation and other computer based businesses, dressmaking, etc.
b. Home based businesses must be appropriate to and contribute to the family environment of the Neighborhood.
c. Signage of any kind is explicitly prohibited, unless otherwise authorized.
d. Any business that uses or produces hazardous materials is not permitted. Violation of this term is cause for immediate eviction and recovery of damages by the Owner.
e. The breeding and/or raising of animals, birds, fish, etc., shall not be permitted.

f. Childcare businesses - See CHILDCARE, Section 6.
g. All approved businesses must comply with federal, state and local laws regarding licensing, registration, taxes and insurance. The Resident will be required to bring appropriate licensing and insurance information to the NMO prior to operating the business from their Premises. The business must operate within the guidelines contained within this Community Handbook and all subsequent updates. Resident is responsible for any damages to the Premises or from third parties arising from the conduct of the home - based business.

25. HOUSEKEEPING

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

Carpeted Floor Areas

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

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

Tile, Hardwood, and Vinyl Floors

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

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

Walls and Woodwork

The following suggestions will help protect walls and woodwork:

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

Countertops

The following suggestions will help protect the countertops:

a. Place a cutting board on the surface before chopping or cutting.

b. Do not use an abrasive cleaner. Countertop cleaners are readily available and remove most spills, stains, etc.
c. Use hot pads or trivets for hot pans and pots to prevent damage to countertops.

26. KEYS /LOCKS /GARAGE DOOR OPENERS /MAILBOX KEYS

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

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

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

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

27. LAW ENFORCEMENT

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

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

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

28. LEASE AGREEMENT VIOLATION NOTICES

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

1. Unreasonably unsanitary conditions for interior and exterior of home;
2. Violations of any federal, state or local laws, including those prohibiting the use, possession or sale of illegal drugs;
3. Excessive or unreasonable noise;
4. Illegal parking;
5. Excessive and/or unreasonable litter or clutter in yard, carport, or breezeway.
6. Unreasonable failure to maintain front and/or backyards

7. Unauthorized pet or pets
8. Pest control noncompliance
9. Unauthorized repair of vehicles
10. Failure to observe posted speed limits or 15 MPH, whichever is less, or failure to obey stop signs.
11. Property Damage
12. Interference with the quiet enjoyment, including harassment and disruption of the housing community's livability or otherwise annoying and disturbing, of any other Resident, NMO staff, contractors, or other persons engaged in lawful activity in the area.

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

29. LIVE- IN CARE PROVIDER / AIDES

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

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

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

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

30. LOCKED OUT OF RESIDENCE

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

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

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

31. MAINTENANCE

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

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

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

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

Owner Initiated Orders

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

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

a. Warranty inspection and follow up
b. Lead based paint inspection and follow up
c. Pest control services
d. Fire suppression systems inspections/maintenance
e. Furnace and boiler inspections
f. Preventative maintenance
g. Condition assessments

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

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

32. MAINTENANCE TIPS

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

In the event your service request is not completed to your satisfaction and the NMO seems unable to provide a solution, please feel free to contact the General Manager or submit comments via the website www.fcnavynorthwest.com.

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

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

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

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

General Maintenance Tips

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

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

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

33. MOVE- IN PROCESS

After Resident has selected their home, the NMO will assist with the completion of the Lease Agreement, any applicable addenda and documents for payment of Rent, as applicable. The Resident will be given all necessary telephone numbers for service calls, the NMO and the General Manager as well as contact information for local services, law enforcement and animal control.

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

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

Move-in rent and any applicable deposits may are required at the time of move-in or at the time the home is reserved.

34. MOVE-OUT PROCESS

Resident must notify the NMO of the intent to move out as soon as possible, but in no event less than thirty (30) days prior to move out, unless otherwise provided for in the Lease Agreement. In accordance with the Washington Residential Landlord-Tenant Act, a Resident on a month-to-month Lease Agreement, vacating at the end of a calendar month, need only provide twenty (20) days notice (i.e., notify Hunt MH Property Managers, LLC in writing by the 10th of the month). The Resident may terminate the Lease Agreement with less than twenty (20) days notice if military orders are received with less than twenty (20) days notice. The NMO will provide an "Intent to Vacate" form, which, when submitted timely to the NMO, fulfills the Lease Agreement requirement to notify the Owner in writing. Residents with a month-to-month Lease Agreement wishing to vacate on a date prior to the end of the month are required to give thirty (30) days notice of their intent to vacate.

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

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

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

Move- Out Refunds

Within fourteen (14) days after Resident vacates the Premises, Owner shall furnish or return by personal delivery or first class mail to Resident's forwarding or last known address: (i) an itemized statement indicating the amount of any security deposit received and the basis for its disposition; and (ii) any remaining portion of the security deposit. Security deposit will not be returned until all Residents, Occupants and guests have vacated the Premises. Any security deposit returned by check shall be made payable to all Residents named on this Lease, or as subsequently modified.

35. MOVE-OUT PROCESS FOR EARLY TERMINATION

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

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

36. NEIGHBOR RELATIONS

A multifamily living environment presents certain challenges and opportunities to build beneficial relationships.

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

a. Keep household noise to a minimum and follow guidelines on quiet hours (quiet hours are between 10:00 PM to 6:00 AM). Please remember neighbors often work different shifts.
b. Keep the Premises, including the yard, clean and free of any unsightly refuse.
c. Make neighbors aware of private gatherings, BBQs or parties that may cause parking difficulties or noise.
d. Pick up after your pets.

e. Pick up toys not in immediate use.
f. Difficulties with a neighbor must be settled peaceably. If all efforts meet with failure, file a complaint with the NMO. The NMO will investigate and attempt to gain resolution to the problem. The complaint, investigation performed, results, and action will be made a matter of record and placed in the file of the Resident filing the complaint and the Resident named in the complaint.

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

Standards of Conduct for Residents, Other Occupants, and Visitors-Residents are responsible for their own actions and those of their household, visitors, and live-in aides while in the community. Everyone is expected to behave in a manner which does not interfere with the rights, safety, or well-being of others, neighbors, NMO staff and Management (whether or not living on-site)., live-in aides, visitors, vendors, contractors, and/or any other service personnel and, therefore, must refrain from the following prohibited actions:

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

37. NUISANCE (DISTURBANCES AND NOISE)

Resident, Occupants, and Guests are expected to conduct themselves and their pets at all times in a manner that will not offend or disturb other Residents, Guests, NMO staff, or other visitors to the Neighborhood. Any activity causing extreme or excessive noise, excessive traffic, repetitive or excessive disturbance of any kind, or disturbing or threatening the rights, comfort,

health, safety or convenience of others in or near the Neighborhood is a lawful cause for eviction. This includes, but is not limited to, behaving in a loud or obnoxious manner, excessive noises by pets, or destroying any part of the Premises or Neighborhood. These actions are considered a “Nuisance” and a serious violation of the Lease Agreement.

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

38. OCCUPANCY LIMITS

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

39. PARKING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

40. PERSONALLY - OWNED PLAY EQUIPMENT AND NEIGHBORHOOD PLAYGROUNDS

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

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

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

41. PEST CONTROL

Routine control of normal household pests, along with keeping all pets free of fleas and ticks, is a Resident responsibility. The use of non-residual insecticides labeled for safe application by the

general public, such as household spray insecticides, is expected of the Resident. Resident should contact the Maintenance Service Request Line for assistance for infestations of pests that are not responding to the use of non-residue insecticides by the Resident and require professional control measures.

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

a. Deposit garbage in trash cans in plastic bags.
b. Wipe up spilled foods or drinks immediately.
c. Do not keep empty soft drink cans or bottles under the sink, and rinse them well before placing in recycling bins.
d. Keep soiled clothing in a clothes hamper or other container. Wash clothes frequently enough that clothing does not pile up all over the floor.
e. Store leftover food in airtight containers.

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

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

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

42. PET POLICY

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

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

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

Pets Permitted with Prior Written Approval

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

Prohibited Pets

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

Policies Applicable to Approved Pets

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

- Upon obtaining prior written permission from the NMO and signing a Pet Addendum the Resident must pay a non-refundable $250 pet fee.
- A pet rent per month will be assessed.
- Dogs will generally not be allowed in homes that are located on the second floor above another home.
- All cats and dogs four months of age or older must have an imbedded microchip or other accepted system of pet identification for identification purposes, be licensed in accordance of all applicable laws and regulations and wear a collar with the city and county dog tag attached. Licenses must be renewed on or before expiration date of current tags. Dogs and cats must also wear tags with owner identification and house number
- Number of Pets: There is a limit of two pets per household. For purposes of the count, only dogs and cats will be considered. Other pets (fish, birds, gerbils, hamsters, guinea pigs, or other pets in a cage or tank) will be evaluated on a case-by-case basis.
- The pet(s) must have current inoculations and Resident shall submit records of inoculation upon NMO's request. Rabies immunizations are required for dogs and cats and must be documented with tags on the pet's collar.

- While liability insurance is not required, pet owners are encouraged to consider obtaining such insurance, as the pet owner will be liable for injuries caused by a pet. Resident may be liable for the entire amount of any injury to the person or property of others caused by such pet(s).
- Resident's liability for keeping pets includes, but is not limited to, property damages, cleaning, deodorization, flea or other pest extermination costs, carpet or other flooring replacement. In many cases, a pet owner will be liable for carpet and pad replacement upon move out.
- All permitted animals except dogs and cats must be kept in cages or tanks at all times. Dogs must be confined to the Premises or restrained by a leash or fence in the back yard of the Premises and may not be tied to common area trees, porches or any common area in the Neighborhood. Dog leads are not permitted except in the confines of the Resident's fenced-in backyard. Restraint shall include leashing or chaining the animal to a stationary object to preclude the animal from running free or interfering with the normal flow of pedestrians and traffic. Restraining dogs in front of the Premises is prohibited.
- Invisible fences are not permitted unless written approval is obtained from the NMO in advance; use the Special Services Request form provided by the NMO.
- All dogs must be on a leash upon leaving the Premises and while on Neighborhood grounds. Both dogs and cats must be appropriately and effectively restrained and under the control of an individual while on the Premises and in the Neighborhood. No pets are permitted in the Community Center rooms or offices.
- Disposal of pet waste droppings is to be handled as follows:
    a. Cats: Cat must have a litter box. Litter should be cleaned daily. The litter must be wrapped and sealed before being disposed of in the trash.
    b. Dogs: Where a "doggie walk" has been designated, dogs are to be walked in that particular area of the Neighborhood, and Resident must pick up and remove any droppings immediately. Dog owners are not permitted to leave pet waste droppings in their yard or anywhere in the Neighborhood. Dog owners must carry a disposal bag and immediately clean up after their animal. The picked up droppings must be wrapped and sealed before being disposed of in the trash. Violation of this regulation will result in an automatic waste removal charge of $20.00 per occurrence.
    c. Other Pets: Droppings and cage litter must be frequently and regularly disposed of in wrapped and sealed bags. These bags should then be disposed of in the trash.
- Noise and Odors: Pet owners are responsible to control pet noise and odor.
- Breeding: Residents may not breed animals on the Premises. If a pet has an unexpected litter, once the babies are weaned, they must be removed from the Premises.
- Inspections: The NMO will have the right to inspect the Premises, upon notice to the Resident, if written complaints have been received or upon demand (after a 24-hour notice) if the NMO has reason to believe the pet is a threat to the health and safety of other Residents or the Neighborhood.
- Bites: All pet bites must be reported immediately to the local animal control agency and the NMO regardless of when or where the bite occurs. Any pet bite shall result in the immediate and permanent removal of the pet from the Premises in accordance with the lease agreement and state and local laws.

- The following fees/charges may be applicable at move-out:

    a. Residents who own or have owned animals must have their home professionally treated by a NMO approved vendor for fleas prior to move-out if required; an approved vendor list is available at the NMO. Residents with pets are also responsible to eradicate tick problems or any other infestation caused by the animal(s). In many cases, a dog or cat owner will be liable for carpet and pad replacement upon move out. Resident must provide the NMO proof of treatment. This proof can be a payment receipt or contractual agreement. If proof is not provided upon move out the NMO shall perform this service at the Resident's expense. Due to strict regulations, Resident must use an Owner approved vendor; an approved vendor list is available at the NMO.
    b. Upon move out Resident will be charged a $50.00 pet sanitation fee. This is a separate treatment cost from the above, pest infestation treatment.

Assistive Animal Policy

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

Residents granted assistive animals must sign an Assistive Animal Agreement.

The Owner may refuse to change policies if:

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

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

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

Removal of Pets

The NMO has the right to act immediately if a Resident is unable or fails to properly care for a pet and the pet is abused, neglected, aggressive, sick, injured, or deceased. The NMO will contact the Resident's designated point of contact upon determination of inadequate Resident response to such problems or emergencies. If the designated point of contact is of no assistance, the NMO will contact a local animal shelter, animal control, or other appropriate

authority to remove the pet at the pet owner's expense. The NMO has the right to enter a Premise and remove a pet that has become vicious or is a threat to other Residents if the Resident refuses to remove the pet or cannot be contacted in accordance with state and local laws.

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

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

PET BITE, PET GONE POLICY:
Any pet that bites or has bitten a human, regardless of circumstances, is not eligible to reside in the Premises or Community and must be immediately and permanently removed from the Premises and the Community in accordance with the lease agreement and state and local laws. In addition, any pet that viciously attacks another pet may be subject to the same policy.

43. REFUSE COLLECTION AND RECYCLING

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

a. Resident will be issued trash/refuse bin(s) during Move-In.
b. Resident is responsible for the refuse bin(s) and will be charged for replacement if damaged, lost or stolen.
c. Resident will be responsible for regular cleaning of the bin(s).
d. Refuse bins must be at the curb before 7:00 AM on the scheduled pick-up days, unless otherwise instructed by the NMO. If desired, Resident may place the refuse bins at curbside after 6:00 PM the day before collection day.
e. The bins must be returned to proper storage by 8:00 PM on the day of collection.
f. Plastic liners and covered trash bins minimize odor and pest control problems.
g. Toys and bicycles left within close proximity of the refuse bin may be accidentally picked up.
h. Large, bulky items such as mattresses, furniture, and appliances will not be picked up with regular trash pickup. Contact the NMO for appropriate disposal locations.
i. Car batteries must be disposed of through a local battery recycler. The disposal of automotive fluids (e.g., oil, grease, brake fluid, radiator coolant, hydraulic fluid, etc.) or any other toxic or hazardous substances onto the ground or into the storm water drainage system or sewage collection system is strictly prohibited. Propane tanks must not be disposed of in trash receptacles or in any dumpster. Please contact the NMO if you have questions on correct disposal procedures.

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

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

44. RELOCATION PROCESS

Relocation due to construction or for maintenance reasons may be necessary during a Resident's occupancy in the Neighborhood. Should this occur, Resident will be assisted by the NMO. The affected Resident will be required to sign a Relocation Addendum which will provide additional information relating to aspects of a required move.

Any questions should be directed to the NMO.

45. RENT COLLECTIONS

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

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

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

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

46. RENTER'S INSURANCE

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

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

47. SAFETY

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

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

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

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

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

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

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

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

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

Suggested tips in case of fire in your home:

a. DO NOT PANIC! KEEP CALM.
b. DO NOT TRY TO PUT THE FIRE OUT BY YOURSELF.
c. LEAVE THE ROOM WHERE THE FIRE HAS STARTED AND CLOSE THE DOOR.

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

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

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

Fire Prevention

Following are suggested tips for fire prevention:

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

Resident is responsible for the safe operation of interior gas fireplaces where provided. The Relocation Specialist will instruct the Resident on the safe and proper use of the fireplace at Move-In. Contact the NMO if not comfortable with the operation of the fireplace. Residents with wood burning fireplaces will be provided an informational handout.

Garage Doors

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

a. Do not stand or walk under a moving door.
b. Do not let children play with or use the transmitters or remote controls.

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

Hazardous Materials/Waste

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

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

Personal Safety Reminders

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Should you need additional window safety features added to your home, window thumb locks are available at the Neighborhood Maintenance Office or can be purchased at your local hardware store. They are inexpensive and easy to use. If you require a more permanent solution, window guards are available; Hunt MH Property Managers, LLC will install the guards. Inquire at the Neighborhood Management Office.

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

48. SIGNS

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

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

Signs shall not be displayed in windows.

49. SMOKE AND CARBON MONOXIDE DETECTORS

Resident is required to test both smoke detectors and carbon monoxide detectors every six months and replace batteries as needed. Resident is not to tamper with, adjust or disconnect

any smoke detectors or carbon monoxide detectors. Violation of this is a cause for eviction. Resident shall notify Owner of all repair needs promptly.

50. SNOW AND ICE REMOVAL

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

51. SOLICITATIONS

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

52. TELEPHONE LINE MAINTENANCE

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

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

53. TRAMPOLINES

Trampolines are not permitted on Resident's Premises.

54. TRANSFERS

Voluntary: In the case where a Resident desires to move to another home these will be reviewed by any applicable documentation to on a case by case basis. A transfer will result in a new lease six (6) month lease. The Resident's current lease must be expired and proper notice must be given. A transfer fee may apply.

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

55. VEHICLES

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

Automotive Maintenance and Policies

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

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

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

Prohibited maintenance includes, but is not limited to:

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

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

Garages/Carports

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

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

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

Recreational Vehicles and Other Vehicles

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

The following rules apply:

a. Automotive maintenance polices apply to RVs, boats, campers**,** ATVs, and jet skis; therefore, oil changes, engine repair and bodywork are not allowed.
b. Interior repairs of such vehicles shall not be made in the Neighborhood without prior approval from the NMO.

c. RVs must not be plugged into any Neighborhood or Premises utilities.
d. Flammables, such as paints, thinners, and gasoline may not be stored in vehicles.
e. Guests' RVs may not be parked in the Neighborhood.
f. An RV may be parked in the garage if it fits completely within the garage, the door is kept closed, and there is adequate parking remaining available for vehicles without impacting other Residents of the Neighborhood. RV's may NOT be parked in carports or driveways.

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

56. WADING POOLS/ SWIMMING POOLS/HOT TUBS

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

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

57. WATERBEDS

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

58. WEBSITE

Owner's Neighborhood website is located at www.thelandingskitsap.com. Residents will be able to use this website to inquire about and access information regarding upcoming events and activities in their Neighborhood.

59. WILDLIFE/BIRD FEEDING

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

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

60. YARD AND GARAGE SALES

All yard and garage sales will be limited to Friday, Saturday and Sunday only. Items are not allowed to be left outside the Premises overnight. Signs may be posted only on Neighborhood bulletin boards. Signs may be posted no sooner than 72 hours before the sale

and must be removed by the end of the day of the sale. Do not place signs on road signs, telephone poles, mailboxes, trees, etc.

61. YARDS – PROHIBITED ITEMS

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

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

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

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

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

Burning of rubbish and bonfires is prohibited.

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

EXHIBIT A-1
CLEANING GUIDELINE CHECKLIST

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

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

EXHIBIT B-1
BASIC DISASTER SUPPLIES KIT CHECKLIST

Be prepared in advance and have emergency materials on hand.

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

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

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

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

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

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

EXHIBIT B-1
BASIC DISASTER SUPPLIES KIT CHECKLIST
(Continued)

Disaster Services

American Red Cross

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

Your Rights as a Tenant in Washington State



Revised March 2013



Personal Escape Plan

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

Our Escape Plan Is: _____

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We Will Meet Outside the Building At: _____

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Emergency Telephone Numbers

Police:_____

Fire:_____

EMS:_____

Management Office:_____

Operational Identification

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

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

Personal Safety Awareness

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

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

ACCREDITED AMO MANAGEMENT ORGANIZATION

Hunt Companies, Inc.
4401 N Mesa
El Paso, Texas 79912

EQUAL HOUSING OPPORTUNITY

RESIDENTIAL SAFETY



HUNT

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

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

Personal Safety
When You Are At Home

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

Personal Safety
When You Are Not At Home

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

Personal Safety And Your Car

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

Fire Prevention

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

In Case of Fire

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

EXHIBIT D-1
STATE OF WASHINGTON TENANT LAW

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6300EN

This publication provides general information concerning your rights and responsibilities. It is not intended as a substitute for specific legal advice. This information is current as March 2013.

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EXHIBIT D-1
STATE OF WASHINGTON TENANT LAW

Section 1: Introduction

A. Is this publication for me?

The information in this publication covers most people in Washington State who rent the place where they live. We call these renters "residential tenants."

Many laws apply to the relationship between renters (tenants) and landlords. This publication will tell you about the most common laws concerning your rights and responsibilities as a tenant.

The most important law to know about is the Residential Landlord-Tenant Act (RCW 59.18). (RCW stands for the Revised Code of Washington, the law of Washington State.)

You will see citations (example: "RCW 59.18.70") in this packet. They tell you the specific law that supports the statement before the citation. Our citations can help you to look up the law, at your local law library, or online at http://apps.leg.wa.gov/RCW/default.aspx?cite=59.18.

There are special laws for people who live in

- subsidized housing programs
- mobile home parks where the landlord does not own the mobile home and
- employer-provided housing.

If you live in any of these situations, get our publication on that type of housing. The section "**Who is not covered by the Residential Landlord-Tenant Act?**" at the end of this publication has a full list of the people who are not covered by this publication.

B. What is this publication for?

It will help you understand your rights and responsibilities as a tenant. **The information here is general information only.** For help with your own personal situation, visit a lawyer in person or call a legal hotline. If you are low-income and do not live in King County, call CLEAR at 1-888-201-1014. If you live in King County, call the King County Bar Association's Neighborhood Legal Clinics at (206) 267-7070 between 9:00 a.m. and noon, Monday – Thursday, to schedule a free half-hour of legal advice.

C. Words and expressions you should know

Arbitration – a way to settle your dispute without going to court, usually refereed by a third party.

Dwelling Unit – An apartment, house, mobile home, or other structure (or part of a structure) you rent to live in.

Premises – your living space, including any outdoor areas that only you may use (example: a yard or detached garage).

Rental Agreement – can be a written agreement (called a lease) or a verbal agreement to rent property to live in.

Subsidized Housing – housing where some of your rent is paid by an organization like the Housing Authority, or your rent is less than fair market value because you are low-income.

Section 2: Before you Move In

A. Before you rent a place:

- **Read a lease carefully before signing.** Ask about anything you do not understand. Look for hidden charges or penalties. If you sign the lease, you may be stuck paying those charges.
- If something is important to you, **get it in writing.** Do not count on a verbal promise.
- **Find out who pays for** hot water, heat, electricity, parking, snow removal, and trash disposal.
- Find the **utility** controls. Ask questions. Where is the thermostat? Who controls it? Where is the electric box? Where is the hot water heater?
- **If you will be paying an electric bill,** ask the electric company how much electricity on the unit was for the past twelve months. You can also ask the natural gas company for this information.
- **If you will be paying for your own heat,** ask to see the bills for last winter.
- Make sure that all utilities and appliances are working right.
- **If you share rent**: the landlord can charge you for all of the rent if your roommates do not pay their share.
- Try to talk to another tenant about what the building and the landlord are like.
- Check about off-street parking, public transportation, and stores. Try to check out the neighborhood at night.
- Check to see that you can lock all the **screens, windows and doors** and they are not broken.
- Your landlord's insurance probably does not protect you from damage or loss of your furniture or other property. **Consider buying tenant's insurance** if you want this protection.
- **Make a list of major problems in the apartment.** Include the condition of walls, floors, windows, and other areas. Include any problems in the "Condition Check-In List." (See below.)
- **Be careful about putting money down to "hold the apartment."** If you decide later not to rent it, the landlord can refuse to return your money.
- Get something to **keep your records** in. Keep in your file:
    - your lease or rental agreement
    - your security deposit receipt
    - your list of things wrong with the apartment ("Condition Check-In List")
    - rent receipts and cancelled checks
    - your landlord's address and phone number
    - any other papers about your tenancy

B. What are types of rental agreements are there?

There are two main types:

- The "month-to-month" rental agreement
- The "lease"

1. Month-to-month Rental Agreements

- It can be in writing. Or it can simply be a spoken agreement. If you pay any kind of deposit or non-refundable fee, your landlord is required to give you a written agreement.
- It has no fixed time limit. It continues until either the landlord or the tenant gives proper notice that they want to end it.
- You usually pay rent on a monthly basis.
- The landlord can raise the rent or change the rules at any time. But s/he must give you written notice about the changes at least 30 days before the end of a rental period. (Example: if the rental period ends on June 30th, the landlord must give you written notice of a change before June 1st.)

2. Leases

- A lease must be in writing.
- A lease requires a tenant to stay in a unit for a specific amount of time. It also restricts the landlord's ability to change the terms of the agreement.
- During the term of the lease, the landlord cannot raise the rent or change the rules unless the tenant agrees.
- Leases for one year or more can be exempt from the Landlord-Tenant act. But they can only be exempt if the tenant's lawyer approves the exemption.

C. Is the landlord allowed to put any rules s/he wants in a rental agreement?

No. There are certain terms that are illegal to put in rental agreements. (RCW 59.18.230.) If your agreement has any of these, they are illegal. You do not have to follow them. (RCW 59.18.230(3).)

The landlord cannot put a term in an agreement that:

- Waives any right given to tenants by the Landlord-Tenant Act. (RCW 59.18.230 (2)(a).)
- Makes you give up your rights to defend yourself in court against the landlord. (RCW 59.18.230(2)(b).)
- Limits the landlord's legal accountability where the landlord would normally be responsible. (RCW 59.18.230(2)(d).)
- Says the landlord does not have to make repairs. (RCW 59.18.230(1).)
- Allows the landlord to enter the rental unit without giving you proper notice. (For more information on your right to privacy, see below.) (RCW 59.18.230(1).)

- Requires you to pay for damages you do not commit. (RCW 59.18.230(2)(d).)
- Says you have to pay the landlord's lawyers' fees if an argument goes to court, even if you win. (RCW 59.18.230(2)(c).)
- Allows the landlord to take your things if you get behind in rent. (RCW 59.18.230(4).)

D. Deposits and Other Fees

There are six kinds of deposits and fees your landlord could collect from you when you begin renting:

1. A screening fee (RCW 59.18.257(1)
2. A security deposit (RCW 59.18.260)
3. A damage deposit
4. A cleaning fee
5. The last month's rent paid in advance
6. An application or holding fee (RCW 59.18.253(2))

E. What is a screening fee?

Landlords may check your past rental history, eviction history, credit history, and criminal background before they rent to you. Most of the time, they have to hire a company to make these checks. They use the "screening fee" to pay a company to get this information about you.

The landlord must tell you in writing that s/he is running a check on you. S/he cannot charge you more for the screening than it actually costs him or her. If s/he violates one of these rules, you can take him to court. (RCW 59.18.257.)

If a landlord rejects you because of something s/he found out in your screening, s/he is required to tell you in writing exactly why s/he rejected you. (RCW 59.18.257(2).) If you think the landlord rejected you unfairly, you can file a complaint. Our publication called What the Landlord Must Tell You about Tenant Screening has more information and forms you can use.

F. What is a security deposit?

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

If you make a deposit, the landlord is legally required to give you:

- a receipt for each deposit (RCW 59.18.270)
- a written rental agreement (RCW 59.18.260)
- a check-list or statement describing the condition of the rental unit. (Both you and the landlord must sign this checklist.) (RCW 59.18.260)
- a statement that tells you the name and address of the bank or escrow company where the deposit is being kept. (RCW 59.18.270)

◈ If the landlord collects a security deposit from you without providing you with the written checklist, you may sue to get the security deposit back plus court costs and fees. Also, you can ask for one free replacement copy of the checklist if you lose yours.

◈ **Important**: Make sure you keep these documents in a safe place. You will need them if you have to go to court. You may even want to make copies to leave with a friend or family member in case something happens to the originals.

G. Does my landlord have to return my security deposit to me?

If you owe back rent or you have damaged your apartment, your landlord can keep part of your security deposit. S/he can only keep the exact amount you owe him for rent or repair costs. If you owe your landlord more than the amount of your security deposit, s/he may sue you in court. (RCW 59.18.280.)

H. Does my landlord have to pay me interest when returning my security deposit?

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

I. What is a damage deposit?

Some landlords collect "damage deposits" to cover the costs of damages you or your guests caused. The landlord cannot use a damage deposit to cover unpaid rent.

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

No. Your landlord cannot keep your security or damage deposit to pay to repair "normal wear and tear." (RCW 59.18.280.) Examples of "normal wear and tear" are:

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

The landlord can deduct the cost of fixing damages which are beyond "normal wear and tear." Examples of these damages could be:

- broken windows
- holes in the wall
- leaving trash or other items that have to be thrown away
- leaving your apartment so dirty that it is unhealthy or unsafe

If your apartment is damaged by a storm, a fire, or a vandal, tell your landlord right away. S/he cannot charge you for the repairs if you or your guests did not cause the damage. You can also make a police report.

K. When does my landlord have to return my security or damage deposit?

After you move out, your landlord has 14 days to send you all of your deposit, or a letter telling you why s/he is not giving some or all of it back. S/he must send this letter to the most recent address s/he has for you. (RCW 59.18.280.) When you move out, give your landlord your new address, or make sure your mail is being forwarded so that you will get the deposit or letter.

L. What do I do if my landlord does not give me back my deposit?

Our packet called *Can I Get My Security Deposit Back?* explains what to do if your landlord does not give you back your security or damage deposit. Get it online at www.washingtonlawhelp.org or by calling the Northwest Justice Project at 1-888-201-1014.

M. My landlord went into foreclosure. Can I get my security deposit back?

Maybe. Your landlord must either refund your security deposit or transfer it to whoever takes ownership of the place after the foreclosure. If the landlord fails to do either of these things, s/he is liable for damages up to twice the amount of your security deposit.

N. What is a cleaning fee?

Some landlords charge a cleaning fee to use to pay to have a place cleaned after you move out. Some landlords request a nonrefundable cleaning fee. This means that no matter how clean you leave the place, the landlord will keep the fee. (RCW 59.18.285 discusses nonrefundable fees.)

O. What is an application or holding fee? (RCW 59.18.253)

Giving a landlord an application or holding fee ensures that the landlord will not rent the place to another person before you move in. Usually, the landlord keeps a holding fee or deposit if you change your mind and do not move in. If you do move in, the landlord must apply this fee towards your security deposit or first month's rent.

- The landlord may not keep any of your holding fee if the unit fails a tenant-based rental assistance program inspection (example: Section 8 voucher program).If the inspection does not happen within ten days of you paying the fee, then the landlord does not have to hold the place for you.
- If the landlord wrongly keeps the fee, s/he can be charged with up to twice the fee if you take the landlord to court and get a ruling in your favor.

P. What is "last month's rent paid in advance?"

Paying the last month's rent in advance is not technically a deposit. The landlord can only use it for payment of that month. Example: the landlord cannot keep it for damages. The landlord must refund this money if you move out early at the landlord's request or after you give proper notice.

Q. What is a "Condition Check-In List?" Should I get one?

Yes. You should always get a "Condition Check-In List" before you move in. It describes the condition and cleanliness of the unit or its furnishings. It is very important. The landlord may try to blame you for damages that were there when you moved in. With the list, you can prove they were already there.

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

If you pay a deposit, the landlord is required to give you a Condition Check-In List. Both you and your landlord must sign the list. (RCW 59.18.260.) Make sure you get a copy of this checklist and keep it in a safe place. If you lose your copy of the checklist, you can ask the landlord for one free replacement copy.

If your landlord does not have one on hand when you tour the place, use the blank sample checklist in this publication.

R. What should I do if I find damages later?

If you find damages you did not notice when you signed the Condition Check-In List, ask the landlord to change the list to include the damages as soon as possible. If s/he refuses or does not get around to it within a week, write a letter to the landlord. In the letter, describe the newly discovered damages. State that you did not make them. Write that they should be added to the check-in list. Mail a copy of the letter to your landlord and keep a copy for yourself.

You may also want to take pictures or video of damages if:

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

Section 3: While you are Living in the Rental Unit

A. Landlord's Responsibilities (RCW 59.18.060 except where other wise noted)

Under the Landlord-Tenant Act, the landlord must:

- Maintain the dwelling so it does not violate state and local laws in ways that endanger the tenants' health and safety.
- Keep shared or common areas reasonably clean and safe.
- Fix damage to the chimney, roof, floors, or any other structural parts of the living space.
- Make a good attempt to get rid of any insect, rodent or other pest problems, except when you (the tenant) cause the problem.
- Make repairs when something breaks in the house, except if the damage is caused by normal wear and tear.
- Provide good locks for the house and give you keys for these locks.
- Replace a lock or configure an existing one for a new key, at your expense, when you ask to have this done after getting a court order granting you possession of a rental unit and excluding your former co-tenant (example: ex-spouse, ex-boyfriend or ex-girlfriend, after you have gotten a restraining order against them). (RCW 59.18.585.)
- Provide the fixtures and appliances necessary to supply heat, electricity and hot and cold water.
- Provide smoke detectors and make sure they work when you move in. (You are responsible for buying new batteries and maintaining smoke detectors.) (See also 59.18.130(7).)
- Fix electrical, plumbing, heating systems if they break.
- Fix other appliances that come with the rental.
- Make repairs needed to make sure the house is weather-tight.
- Set water heaters at 120 degrees when a new tenant moves in.
- Tell you the name and address of the landlord or the landlord's agent.
- Provide you a receipt for your rent payment if you pay in cash, even if you do not ask for a receipt. If you pay in any other form, the landlord must provide you with a receipt upon your request. (RCW 59.18.063)

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

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

B. Tenant's Responsibilities (RCW 59.18.130)

Under the Landlord-Tenant Act, the tenant must:

- Pay rent and any utility bills agreed upon.
- Follow city, county and state regulations.
- Keep the unit clean and sanitary.
- Dispose of garbage properly.
- Pay for fumigation of any infestations you caused.
- Properly use plumbing, electrical and heating systems.
- Restore the place to the same condition as when you moved in, except for normal wear and tear.

Under the Landlord-Tenant Act, the tenant may not:

- Engage in or permit any gang-related activity on the property.
- Engage in or permit drug-related activity on the property.
- Permit damage to the property.
- Allow excessive garbage to build up in or around the unit.
- Cause a nuisance or substantial interference with other tenants' use of their property.

C. What if the landlord wants to make changes to the rental agreement or raise the rent?

Below are general guidelines for the ways that landlords can change rental agreements. Look at your own rental documents. It may have its own specific terms.

1. Month-to-month agreements:

The landlord must give you at least 30 days' notice in writing if s/he wants to make changes in a month-to-month agreement. RCW 59.18.140. These changes might include raising the rent, or changing any rental rules. The changes can only become effective on a day the rent is due.

> ◈ Example: Your rent is due on the 1st of every month. Your landlord wants to make a "no pets" rule that is not included in your current rental agreement. If he gives you a written notice on June 15th, he has to wait 30 days and then begin to enforce the rule on the next payment day after that. He cannot enforce the "no pets" rule until August 1st.

If the landlord wants to convert the unit to condominiums, s/he must give the current tenants 120 days' notice. RCW 59.18.200(1)(b).

In a month-to-month rental, the landlord is legally allowed to raise the rent as much or as often as s/he wants to. He cannot raise the rent to retaliate against you for something you did. RCW 59.18.240(2)(b).

2. Leases

In most cases, the landlord cannot make any changes to a lease s/he has already signed unless you agree to it.

D. What happens if the property is sold?

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

When a landlord sells a rental unit, s/he must notify you of the new owner's name and address. S/he can give you this notice either by personal delivery, or by mailing you the notice plus posting it on the property.

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

◈ **Seattle Residents:** If an owner of a single-family dwelling unit elects to sell the place, the current tenant must get at least 60 days' written notice. SMC 22.206.160(C)(1)(f). This local ordinance is online at http://clerk.ci.seattle.wa.us/~scripts/nph-brs.exe?d=CODE&s1=22.206.160.snum.&Sect5=CODE1&Sect6=HITOFF&l=20&p=1&u=/~public/code1.htm&r=1&f=G .

E. When is my landlord allowed to enter my unit? (RCW 59.18.150)

The landlord must give you at least two days' written notice before entering your unit. The notice must specify the date/s of entry and either the exact time of entry or a period of time during which the entry will happen, including the earliest and latest possible times of entry. The notice must also list a phone number for you to call to object to the entry date/time or to ask to reschedule.

S/he must enter at a reasonable time of day. (Examples: Nine in the morning is reasonable. Nine at night probably is not reasonable.)

The landlord only has to give one day's notice if s/he wants to enter to show the unit to possible new renters or to existing tenants.

You are not allowed to refuse the landlord's entry to your unit to repair, improve or service the unit.

In the case of an emergency, the landlord can enter the unit without notice.

In the case of abandonment, the landlord can also enter the unit without notice.

F. What should I do if my unit needs repairs?

Follow these steps:

Step 1. Write a letter to your landlord.

- This is the first thing you should do when something needs repairs.

- Describe the problem and what needs fixing.
- Include your name, the address and apartment number of the unit. If your landlord is a management company, include the name of the owner of the unit, if you know it.
- Try to either deliver the letter personally or mail it "certified mail," and "return receipt" at the post office. This will make it easier for you to prove that your landlord got the letter.
- Make a copy of the letter to keep for yourself.

Step 2. Wait for your landlord to fix the problem.

After you give your landlord the letter about the problem, your landlord has a certain number of days to begin to make the repairs. The number of days depends on the type of problem:

- If you have no hot or cold water, heat, electricity, or if there is a life-threatening problem, your landlord has 24 hours to begin to fix the problem. (RCW 59.18.070 (1).)
- If your refrigerator, stove, oven, or plumbing fixture is broken, your landlord has 72 hours to begin to fix the problem. (RCW 59.18.070 (2).)
- For all other repairs, your landlord has ten days to fix the problem. (RCW 59.18.070 (3).)

If your landlord does not fix a problem within the required time, here are your options:

Option 1. **You can move out.** If your landlord does not make a repair within the required time, and does not remedy the situation within a reasonable time, you can move out. All you need to do is give the landlord a written notice that you are moving out. RCW 59.18.090(1).

The landlord is required to give you back your deposits. S/he must also give you back the equivalent of the rent for the days you have already paid. Example: if your refrigerator breaks and you give your landlord written notice, but s/he does not fix it after 72 hours, you can move out. Say you move out on July 6th, but you have already paid rent for all of July. Your landlord must give you back the equivalent of the rent for the rest of the 25 days in July.

Option 2. **You can go to court or arbitration.** You can hire a lawyer and go to court to force the landlord to make repairs. (You cannot take cases like these to Small Claims Court.) If the landlord agrees, you can go to arbitration. Arbitration is usually cheaper and quicker than going to court. (See "Expressions and Words You Should Know" at the end of this publication for more on arbitration.) RCW 59.18.090(2).

Option 3. You can hire someone yourself to make the repairs. (RCW 59.18.100.) This is true in most cases.

> **Important**: You must be up-to-date in your rent and utilities to use this method. (RCW 59.18.080.)

To use this method:

1) Give a good faith estimate of the repairs to your landlord. If you want, you can give your landlord this estimate at the same time as you give him the original notice of the problem. (RCW 59.18.100(1)).
2) If your repair has a ten-day waiting period: Before you contract for the repairs to be made, you must wait the entire ten days after you give the original notice to your landlord about the problem, **and** you must wait two days after you give him/her the estimate (if this is later). There is no rule like this for the 24- and 72-hour repairs. You can contract for these repairs as soon as you deliver an estimate to your landlord. (RCW 59.18.100(2)).
3) After the work is done, subtract the cost from your rent for the next month.

Can I make as many repairs as I want this way?

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

- Each repair must cost less than one month's rent.

You cannot spend more than two months' rent on repairs in this way for each 12-month period. (RCW 59.18.100(2).)

Examples:

Your rent is $750 a month. You hired someone to make a repair in March that cost $1,500. You could deduct $750 from the April rent and another $750 from the May rent. You would not have to pay any rent for April or May.

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

There might be a large repair that affects a lot of different tenants. If this is the case, tenants can join together to have the work done. Then each tenant can deduct a portion of the cost from his/her rent.

Option 4. You can make the repairs yourself.

> **Important**: You must be up-to-date in your rent and utilities to use this method. (RCW 59.18.080.)

To use this method:

1) First, give proper notice and wait the required amount of time depending on the problem (see above).
2) Fix the problem yourself.
3) After the work is done, subtract the cost of materials and your own labor time from your rent for the next month.
   - Each repair you do yourself must cost less than one-half month's rent. (RCW 59.18.100(3)).
   - You cannot spend more than one month's rent on repairs you do yourself in each 12-month period.

Example: Your rent is $800 a month. In March, you made four separate repairs that each cost you $200. You could deduct $800 from April's rent. You would not pay any rent in April.

You must give your landlord a chance to inspect the repairs. You must do the work properly and you must follow all legal codes. If you repair something badly, you can be held responsible.

Option 5. You can put your rent in Escrow. This is a complicated process. Read the law (RCW 59.18.115) at your local law library - or talk with a lawyer.

G. Can I refuse to pay rent if my landlord does not make necessary repairs?

No! If you do not pay rent for any reason, your landlord can start the eviction process against you.

H. Illegal Actions of the Landlord

The law prohibits a landlord from taking certain actions against a tenant. These illegal actions include:

1. Lockouts (RCW 59.18.290)

Your landlord is not allowed to lock you out of the unit, no matter what. S/he is not allowed to change locks, add new locks, or prevent you from entering the unit in any other way. She is not allowed to lock you out even if you are behind in rent.

2. Utility Shut-offs (RCW 59.18.300)

The only reason a landlord can shut off utilities is to make repairs. S/he is not allowed to shut off your utilities because you are behind in rent. S/he cannot shut off utilities to try to force you to move out.

It is also illegal for the landlord to intentionally fail to pay his utility bills in order to turn off the service.

You can take your landlord to court if he shuts off your utilities. If you win, the judge can award you up to $100 for each day it was off.

3. Taking Your Property

The landlord cannot take your property unless you abandon the unit. (RCW 59.18.310.)

It is illegal to include a clause in the rental agreement that lets the landlord take your property.

If your landlord takes your property, first contact the landlord in writing. If you do not get your property back that way, call the police. You can take the landlord to court to

force him to give you back your property. The judge can award you up to $500 for each day the landlord kept the property, up to $5,000.

4. Renting Condemned Property

Landlords are not allowed to rent property that has existing code violations. (RCW 59.18.085(1).) You can take your landlord to court if you find out s/he knew that s/he rented you property with code violations. (RCW 59.18.085(2).)

5. Retaliatory Actions Against You (RCW 59.18.240)

The landlord is not allowed to take "retaliatory actions" against you for taking legal action against him.

Examples of legal actions you might have taken against the landlord: reporting a problem to a government authority or deducting costs for repairs from your rent.

Examples of retaliatory actions:

- raising the rent
- reducing services
- evicting you

If your landlord does one of these things within 90 days of a legal action you took against him, that action counts as "retaliation," and is illegal. If your landlord takes one of these actions because you are violating a different rule, it may be allowed.

You can take your landlord to court if s/he retaliates against you for reporting him or for deducting a repair from your rent.

Section 4: Moving Out

A. Do I have to let my landlord know that I am moving out?

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

You must notify your landlord if you are going to move out. You must send the landlord a letter telling him you are moving out. The letter must arrive to your landlord at least 20 days before the end of the rental period. (RCW 59.18.200(1)(a).) The end of the rental period is the day before rent is due. The day you deliver the notice does not count in the 20 days. Example: if your rent is due on July 1st and you want to move out in June, get the letter to your landlord by June 9th.

- **Exception for Victims of Assault or Domestic Violence** – If you are the victim of threats by other tenants, threats or assaults by the landlord, or violations of domestic violence protection orders, you may be able to end the rental agreement immediately. You must follow certain guidelines. See RCW 59.18.18.352, RCW 59.18.354, RCW 59.18.356.
- **Exception for Members of Armed Forces** –If you are a member of the Armed Services, you can end a month-to-month tenancy or a lease with less than 20 days' notice if you get immediate assignment orders. If you have a lease, you must give seven days' notice to your landlord of the reassignment or deployment order. (RCW 59.18.200.)

If you do not give proper notice, you have to pay:

Whichever comes first:

- Rent for the month after you move out

OR

- Rent for 30 days from the day the landlord finds out you moved. RCW 59.18.310(1).

However, the landlord is **required** to try to rent the unit as soon as s/he finds out that you left. If he is able to rent the unit less than 30 days after you move out, you only have to pay for the days the apartment was empty. RCW 59.18.310. After the next month, you do not have to pay anything.

2. If you have a lease:

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

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

If you leave before the end of your lease, you have to pay the lesser of

- the rent for all the months left in the lease

OR

- all rent owed before the landlord was able to re-rent the unit. RCW 59.18.310(2).

> ◈ **Exception for Members of Armed Forces** –If you are a member of the Armed Services, and you have a lease, you must give just seven days' notice to your landlord of the reassignment or deployment order. (RCW 59.18.200.)

If your landlord threatens you with a gun or firearm or other weapon, you may be allowed to move out immediately. (RCW 59.18.354.)

B. Getting your Deposit Back

After you move out, your landlord has 14 days to give you back your deposit, or to give you a letter stating why s/he is keeping all or part of the money. Get our packet called *Can I Get My Security Deposit Back?* if you have a hard time getting your security deposit back. It is online at www.washingtonlawhelp.org. Or call CLEAR at 1-888-201-1014.

C. Evictions

When a landlord wants you to move out, s/he must follow certain rules. This section explains

- the reasons why landlords can evict tenants and
- what methods they have to use.

It also explains what you should do if your landlord tries to evict you. The packet called *Eviction and Your Defense* has more information on evictions. Get it online at www.washingtonlawhelp.org. Or call CLEAR at 1-888-201-1014.

◈ **Always keep all notices and documents you get from your landlord.**

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

For a month-to-month agreement:

The landlord does not have to have any reason for asking you to move. But s/he has to tell you in writing that s/he wants you to move out at least 20 days before the end of the rental period. RCW 59.18.200(1)(a). Example: The rental period ends June 30th (meaning rent would be due July 1st). The landlord has to give you notice to move out before June 9th.

If the landlord does not have a reason for asking you to move, s/ he cannot force you to move out in the middle of a rental period.

For leases:

Usually a landlord cannot ask you to move without a reason if you have a lease. Check your rental agreement for any exceptions.

If you live in federally-subsidized housing:

You have other rights. These other packets have more information: *Public Housing Evictions*; *HUD Housing Evictions*. You can also call CLEAR at 1-888-201-1014 or visit www.washingtonlawhelp.org for more help.

In Seattle and some other places, a landlord is not allowed to ask you to move out for no reason. For more information, call the Tenant's Union at 1-800-752-9993 or 206-723-0500, or go to your city hall.

E. What are the reasons a landlord can force me to move out?

1. For not paying rent.

If you are even one day behind in your rent, your landlord can make you move out (called "evicting" you.) If you are behind in your rent, your landlord only has to give you **three days' notice.** (RCW 59.12.030(3).) If you pay all the rent you owe within three days after you get the notice, the landlord must accept it and cannot evict you. S/he does not have to accept a partial payment. If you do not pay the whole amount within three days, you have to move out.

2. For not following the rental agreement.

If you break one of the terms of the rental agreement, the landlord can give you a **ten-day notice.** (RCW 59.12.030(3).) Example: your landlord could tell you to move out if you keep a cat when the rental agreement has a "no pets" rule. If you fix the problem within ten days after you get the notice, the landlord must stop the eviction process. If you do not fix the problem within ten days, you have to move out.

3. For certain other kinds of activity.

You cannot:

- use the property for drug-related activity
- engage in gang-related activity
- engage in activity that creates an imminent hazard to the physical safety of other persons on the premises

- physically assault another person on the premises or use a firearm or other deadly weapon (RCW 59.18.130(8))

If you do any of these things, the landlord does not have to provide notice before filing an unlawful detainer action to evict you. There is no option to stay and correct the problem. RCW 59.18.180.

You also cannot:

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

If you do any of these things, the landlord will give you three days' notice to move. You must move out within three days after you get the notice, or the landlord will file an unlawful detainer action against you.

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

The landlord can go to court and start an eviction process. The eviction process is called "Unlawful Detainer" in Washington. To begin the eviction process, the landlord must deliver to you a "Summons" and a "Complaint for Unlawful Detainer." (See RCW 59.12.070 and RCW 59.18.070 (2).)

G. What should I do if I get a "Summons" and "Complaint for Unlawful Detainer" notice?

If you get a "Summons" and "Complaint for Unlawful Detainer" notice, this means your landlord is trying to evict you. **You must respond or you will have to move out automatically.**

1. First, try to get more legal help. Get our publication *Eviction and Your Defense* online at www.washingtonlawhelp.org. If you are low-income, call the CLEAR line at 1-888-201-1014. A lawyer at CLEAR may be able to help you over the phone. Or s/he may be able to refer you to a free or low-cost lawyer who can help you in person. The lawyers at CLEAR can also send you *Eviction and Your Defense*. If you are not low-income, try to see a regular lawyer.
2. Next, write and deliver a "Notice of Appearance" and an "Answer." You do not have much time to do this. It is very important to submit these documents quickly, even if you do not have legal help.

The Summons and Complaint will tell you the deadline for submitting your "Notice of Appearance" and "Answer." Your landlord is supposed to deliver the Summons and Complaint at least seven days before the deadline to submit your Answer.

H. What is a "Notice of Appearance?" How do I write it?

When you get a Summons and Complaint, you must submit a "Notice of Appearance"

if you do not want to move out. You must also submit a "Notice of Appearance" if you disagree with anything in the Summons and Complaint. Example: you must submit a "Notice of Appearance" if your landlord says you owe rent that you do not think you owe. The "Notice of Appearance" simply lets the court know you want to argue your case.

If you do not submit the "Notice of Appearance," your landlord will probably win the case automatically. Then you will be forced to move out. And you will have to pay everything your landlord asked for in the Complaint.

The "Notice of Appearance" form is very simple. It is in the *Eviction and Your Defense* packet. Get the packet online at www.washingtonlawhelp.org. Or call CLEAR at 1-888-201-1014 for a copy.

I. What is an "Answer?" How do I write it?

If you get a Summons and Complaint notice, you also have to submit an "Answer." In the "Answer," you get a chance to explain your side of the story. First, get a copy of an "Answer" form. It is in the *Eviction and Your Defense* packet. Get the packet online at www.washingtonlawhelp.org. Or call CLEAR at 1-888-201-1014 for a copy.

At the top of the form, fill out the county where the lawsuit was filed. Fill in the same county listed on the Summons and Complaint. Fill in your name as the "defendant" and your landlord's name as the "plaintiff." If there is a case number on the Summons and Complaint form, fill that in, too. If there is not a case number on the Summons and Complaint, leave the space for the case number blank.

Next, there are spaces that ask you to "admit" or "deny" the accusations of your landlord against you. Look at each paragraph in the Complaint. The paragraphs will be numbered. For all of the paragraphs you agree with, fill in the number of the paragraph in the "admit" category. For all of the paragraphs you disagree with, fill in the number of the paragraph in the "deny" category.

The section called "Affirmative Defenses" is your chance to explain your side of the story. Write in this section any reasons you have for why your landlord is wrong to evict you. Example: if your landlord did not make necessary repairs and you followed all the correct rules to subtract rent for that reason, write that. If your landlord did not deliver the Summons and Complaint more than seven days before the court date, write that.

If you think your landlord actually owes *you* money, write that in the section called "Set-offs." List the amount and the reasons why you think your landlord owes you.

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

If you have any questions about filling out the form, ask the facilitator for help.

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

Make at least two copies of each form. Take one copy to your landlord's lawyer. You should deliver the form by hand. Ask the landlord's lawyer or his/her secretary to stamp one copy of each form with the date and time. Keep these copies for your file. This will give you proof that you delivered it before the deadline listed on the Summons.

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

If there is no case number on the Summons and Complaint, keep the originals for now. Wait until you receive the case number, either in the mail or by personal delivery. Then take the original "Notice of Appearance" and "Answer" forms you filled out to the court. Take them to the Superior Courthouse in the county listed on the Summons.

K. What if the Summons says I have to pay rent to the court?

Sometimes, a Summons will say you have to pay your rent to the court in order to prevent eviction. If yours says this, you have seven days to do so. If you do not think you owe rent, or you think you owe less than your landlord says you do, write a letter to the court. Write in the letter that you do not think you owe the amount your landlord says you do. Deliver the letter to the court clerk at the courthouse where the case is filed.

You must either pay the rent to the court or deliver a letter saying you do not think you owe the rent. If you do not deliver one of these things to the court within seven days after you get the Summons, your landlord can automatically evict you.

L. How do I know if I have to go to court?

If you have to go to court, you will get a notice called an "order to show cause." Go to the courthouse on the date listed to argue your case. The packets *Eviction and Your Defense* and *Basic Tips for Preparing for a Hearing or Trial* have more information.

M. What is a "writ of restitution?"

The sheriff can post a "writ of restitution" on your property, or s/he can deliver it to you. It means you must move out. You have no more chances to argue your case. If you do not move out on your own, the sheriff will come to escort you off the property.

N. Can my landlord physically force me to leave the property?

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

O. How can I get more information on Evictions ("Unlawful Detainers")?

Our packet called *Eviction and Your Defense* is online www.washingtonlawhelp.org. Or call CLEAR at 1-888-201-1014.

Section 5: Abandonment

A. When does the law say that I have "abandoned" my place?

You are considered to have abandoned a dwelling only if:

- You have fallen behind on rent

AND

- You have told your landlord, in words, actions or writing, that you are moving out. (RCW 59.18.310.)

If both of these are true, the landlord is allowed to enter your unit to remove your abandoned property. The landlord must store all of the property in a reasonably safe place. S/he must then mail a notice to you telling you where your property is sold and when s/he will sell it. RCW 59.18.310. If the landlord does not have your new address, s/he should mail it to the rental address so the post office can forward it.

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

It depends on how much it is worth.

If the property is worth more than $250, the landlord must mail a notice to you and then wait thirty days. S/he can then sell all the property **including** family pictures, keepsakes and personal papers.

If the property is worth $250 or less, then the landlord must mail a notice to you and then wait just seven days. S/he can then sell all the property **except** family pictures, keepsakes and personal papers. RCW 59.18.310.

C. What happens to my deposits if I abandon the rental?

The landlord must mail you the deposit, or a letter explaining why it is being kept. S/he must do this within 14 days after s/he finds out you have abandoned the property. RCW 59.18.280.

D. Does the Residential Landlord-Tenant Act cover all tenants?

No.

This packet applies to people who are covered by the Residential Landlord-Tenant Act. The Act covers most **but not all** people who rent the place where they live.

The list below explains the groups of people the Act does not include. If you fall into one of these groups, get more information. Contact the Northwest Justice Project or another organization for more help.

The Landlord-Tenant Act probably does **not** cover you:

- If you live in a mobile home park, but you own your mobile home. (Get the packet *Tenants' Rights Under the Mobile Home Landlord-Tenant Act* if this applies to you. The Mobile Home Landlord-Tenant Act is at RCW 59.20.)
- If you lease an office for business and not living purposes.
- If you live in a medical, religious, educational, recreational, or

correctional institution. (RCW 59.18.040(1).)

- If you have signed a contract to buy the property where you live. (RCW 59.18.040(2).)
- If you live in a hotel or motel. (RCW 59.18.040(3).)
- If you rent the land around your house primarily for farming rather than simply living. (RCW 59.18.040(5).)
- If you are a migrant worker and your employer provides your housing . (RCW 59.18.040(6).)
- If you live in the same place as you work and they allow you to live there only because of the job. (RCW 59.18.040(8).)

If you fall into one of the groups listed above, the Residential Landlord-Tenant Act may still apply if your landlord or another person set the terms of your living arrangements specifically to avoid being covered by the Act.

E. How can I get more information?

Call the Northwest Justice Project's CLEAR line at 1-888-201-1014. Or go to the website www.washingtonlawhelp.org. Other related packets include:

- *Eviction and Your Defense*
- *Tenants: What to do If Your Rental Needs Repairs*
- *Can I Get My Security Deposit Back?*
- *Public Housing Evictions*
- *HUD Housing Evictions*
- *Tenants' Rights Under the Mobile Home Landlord-Tenant Act*

City of Seattle
Department of Planning and Development

Information for Tenants

TRANSLATIONS

For copies of this document in Cambodian, Chinese, Korean, Laotian, Russian, Somali, Spanish, Tagalog and Vietnamese, visit DPD's website at www.seattle.gov/dpd/publications or call (206) 684-8467.

This summary of Washington state and City of Seattle landlord/tenant regulations must be provided to tenants by owners of residential rental property located in Seattle on at least an annual basis. Please note that City and State laws may not be identical on any particular topic; therefore, both sets of laws should be consulted. For legal advice, please consult an attorney.

September 2008

Seattle Landlord-Tenant Laws

OBLIGATIONS OF LANDLORDS

Building owners must provide safe, clean, secure living conditions, including:

- Keeping the premises fit for human habitation and keeping common areas reasonably clean and safe
- Controlling insects, rodents and other pests
- Maintaining roof, walls and foundation and keeping the unit weathertight
- Maintaining electrical, plumbing, heating and other equipment and appliances supplied by the owner
- Providing adequate containers for garbage and arranging for garbage pickup
- When responsible for providing heat in rental units, from September through June maintaining daytime (7:00 a.m.-10:30 p.m.) temperatures at 65ºF or above and nighttime temperatures at not less than 58ºF
- In non-transient accommodations, providing keys to unit and building entrance doors and, in most cases, changing the lock mechanism and keys upon a change of tenants
- Installing smoke detectors and instructing tenants in their maintenance and operation

Owners are not required to make cosmetic repairs after each tenancy, such as installing new carpets or applying a fresh coat of paint.

OBLIGATIONS OF TENANTS

Tenants must maintain rental housing in a safe, clean manner, including:

- Properly disposing of garbage
- Exercising care in use of electrical and plumbing fixtures
- Promptly repairing any damage caused by them or their guests
- Granting reasonable access for inspection, maintenance, repair and pest control
- Maintaining smoke detectors in good working order
- Refraining from storing dangerous materials on the premises

THE JUST CAUSE EVICTION ORDINANCE

This ordinance requires landlords to have good cause in order to terminate a month-to-month tenancy. It specifies the only reasons for which a tenant in Seattle may be required to move, and requires owners to state the reason, in writing, for ending a tenancy when giving a termination notice. Unless otherwise noted, an owner must give a termination notice at least 20 days before the start of the next rental period. Good causes include:

1. The tenant fails to pay rent within three days of a notice to pay rent or vacate.
2. The owner has notified the tenant in writing of overdue rent at least four times in a 12-month period.

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Department of Planning and Development
Seattle Municipal Tower, 700 Fifth Ave., Suite 2000, P.O. Box 34019, Seattle, WA 98104-4019 www.seattle.gov/dpd
DPD complies with the Americans with Disabilities Act. Accommodations for people with disabilities provided on request.

3. The tenant does not comply with a material term of a lease or rental agreement within 10 days of receiving a notice to comply or vacate.
4. The tenant does not comply with a material obligation under the *Washington State Residential Landlord-Tenant Act* within 10 days of a notice to comply or vacate.
5. The owner has notified a tenant in writing at least three times in a 12-month period to comply within 10 days with a material term of the lease or rental agreement.
6. The tenant seriously damages the rental unit (causes "waste"), causes a nuisance (including drug-related activity), or maintains an unlawful business and does not vacate the premises within three days of notice to do so.
7. The tenant engages in criminal activity in the building or on the premises, or in an area immediately adjacent to the building or premises. The alleged criminal activity must substantially affect the health or safety of other tenants or the owner; illegal drug-related activity is one crime specified by the ordinance. An owner who uses this reason must clearly state the facts supporting the allegation, and must send a copy of the termination of tenancy notice to the DPD Property Owner Tenant Assistance (POTA) Unit.
8. The owner wishes to occupy the premises personally, or the owner's immediate family will occupy the unit, and no substantially equivalent unit is vacant and available in the same building. Immediate family includes the owner's spouse or owner's domestic partner, and the parents, grandparents, children, brothers and sisters of the owner or owner's spouse or owner's domestic partner. DPD may require a property owner to sign a certification of the intent to have a family member move in if a tenant has reason to believe the owner will not follow through with this reason. There is a rebuttable presumption of a violation if the designated person does not occupy the unit for a continuous period of 60 days out of the 90 days after the tenant vacates. A tenant whose tenancy is ended for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
9. The owner wishes to terminate a tenant who lives in the same housing unit with the owner or the owner's agent; or the owner desires to stop sharing his or her house with a tenant living in an approved accessory dwelling unit (ADU) in an owner-occupied house.
10. The tenant's occupancy is conditioned upon employment on the property and the employment is terminated.
11. The owner plans major rehabilitation and has obtained required permits and a Tenant Relocation License. A tenant terminated for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
12. The owner decides to convert the building to a condominium or a cooperative.
13. The owner decides to demolish a building or to convert it to non-residential use and has obtained the necessary permit and a Tenant Relocation License.
14. The owner desires to sell a single family residence (does not include condominium units) and gives the tenant written notice at least 60 days prior to the end of a rental period. The owner must list the property for sale at a reasonable price in a newspaper or with a realty agency within 30 days after the date the tenant vacates. Property owners may be required to sign a certification of the intent to sell the house if DPD receives a complaint. There is a rebuttable presumption of a violation if the unit is not listed or advertised, or is taken off the market or re-rented within 90 days after the tenant leaves. A tenant terminated for this reason has a private right of action if he or she feels an owner has failed to comply with these requirements.
15. The owner seeks to discontinue use of a unit not authorized under the Land Use Code, after receiving a Notice of Violation. The owner must pay relocation assistance to tenants who have to move so that the owner can correct the violation. Relocation assistance for low-income tenants is $2,000; for other tenants it is an amount equal to two months' rent.
16. The owner needs to reduce the number of tenants sharing a dwelling unit in order to comply with Land Use Code restrictions (i.e., no more than eight people per dwelling unit if any are unrelated). For information on the procedures to terminate tenancies for this reason, please consult DPD Client Assistance Memo (CAM) #610 *Terminating Tenancies Under the Just Cause Eviction Ordinance*.
17. The owner must terminate a tenancy in a house containing an approved ADU in order to comply with the development standards for ADUs, after receiving a Notice of Violation of the Land Use Code. (If the violation is that the owner has moved out of the house and has rented both units, one unit must either be reoccupied by the owner or be removed.) The owner must pay relocation assistance to displaced tenants in the amount of $2,000 for low-income tenants, or two months' rent in other cases. DPD may require a property owner to sign a certification of his or her intent to discontinue the use of the ADU.
18. An Emergency Order to Vacate and close the property has been issued by DPD and the tenants have failed to vacate by the deadline given in the Order.

Failure to carry out stated cause: If an owner terminates a tenant because of (1) the sale of a single family residence is planned, (2) the owner or a family member is to move in, (3) substantial rehabilitation is planned, (4) the number of residents must be reduced to eight, or (5) the owner is discontinuing the use of an ADU

after receipt of a notice of violation, and the owner fails to carry out the stated reason for terminating the tenancy, he or she may be subject to enforcement action by the City and a civil penalty of up to $2,500.

Private right of action for tenants: If an owner terminates a tenant because of (1) the sale of a single family residence is planned, (2) the owner or a family member is to move in, or (3) substantial rehabilitation is planned, and if the owner fails to carry out the stated reason for terminating the tenancy, the tenant can sue the owner for up to $2,000, costs, and reasonable attorney's fees.

For additional information on the Just Cause Eviction Ordinance, call DPD at (206) 615-0808 or visit the Seattle City Clerk's Office website at http://www.seattle.gov/leg/clerk/clerk.htm and look up Chapter 22.206 of the Seattle Municipal Code.

ACTIONS CONSIDERED TO BE HARASSMENT OR RETALIATION

City law prohibits retaliatory actions against either a tenant or a landlord. **These provisions are enforced by the Seattle Police Department.**

A landlord is prohibited from harassing or retaliating against a tenant by:

1. Changing or tampering with locks on unit doors
2. Removing doors, windows, fuse box, furniture or other fixtures
3. Discontinuing utilities supplied by the owner
4. Removing a tenant from the premises except through the formal court eviction process
5. Evicting, increasing rent or threatening a tenant for reporting code violations to DPD or the Police Department or for exercising any legal rights arising out of the tenant's occupancy
6. Entering a tenant's unit, except in an emergency, or except at reasonable times with the tenant's consent after giving at least two days notice, or a one-day notice when showing units to prospective purchasers or tenants
7. Prohibiting a tenant, or a tenant's authorized agent who is accompanied by that tenant, from distributing information in the building, posting information on bulletin boards in accordance with building rules, contacting other tenants, assisting tenants to organize and holding meetings in community rooms or common areas

In most instances the law initially assumes that a landlord is retaliating if the landlord takes any of these actions within 90 days after a tenant reports a violation to DPD or to the Seattle Police Department, or within 90 days after a governmental agency action, such as making an inspection. In such cases the burden is on the landlord to rebut this presumption of retaliation.

A tenant is prohibited from harassing or retaliating against a landlord by:

1. Changing or adding locks on unit doors
2. Removing owner-supplied fixtures, furniture, or services
3. Willfully damaging the building

Harassment or retaliation by an owner or a tenant should be reported to the Seattle Police at 911 or the non-emergency number, (206) 625-5011.

OTHER CITY ORDINANCES THAT AFFECT TENANTS AND LANDLORDS

1. Rental Agreement Regulation Ordinance

Under this law, landlords who intend to increase rent and some other housing costs by 10 percent or more within a 12-month period must give 60 days written notice. Second, landlords are not allowed to require a month-to-month tenant to stay more than one rental period (e.g., one month). Rental agreement provisions that penalize a tenant for moving before a minimum number of months have passed are not valid. A landlord who desires to have a tenant stay for a certain amount of time should offer the tenant a lease. Lastly, landlords are required to give current and new renters this publication about Seattle and Washington state laws. Tenants can recover actual damages, legal costs and penalties through private civil action against landlords who violate this law. One duplicable master copy per customer is available from the DPD Public Resource Center, located on the 20th floor of Seattle Municipal Tower at 700 Fifth Ave. To request a copy by mail send a self-addressed envelope to Publications Clerk, DPD, 700 Fifth Ave. Suite 2000, P.O. Box 34019, Seattle WA 98124-4019.

2. Open Housing and Public Accommodations Ordinance

The City of Seattle is committed to a policy of promoting the availability and accessibility of housing to all persons and prohibits discrimination on the basis of race, color, creed, religion, ancestry, national origin, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, participation in a Section 8 program or disability. Inquiries about this ordinance and complaints of violations should be directed to the Seattle Office for Civil Rights at (206) 684-4500.

3. Condominium and Cooperative Conversion Ordinances

When a residential building is being converted to condominiums or cooperative units, the Condominium and Cooperative Conversion ordinances require a housing code inspection.

Additionally, in a condominium conversion, a tenant must receive a written 120-day notice of the conver-

sion. If the tenant decides not to buy his or her unit, the tenant may be eligible to receive the equivalent of three (3) months' rent in relocation assistance if the tenant's annual income, from all sources, does not exceed 80 percent of the area median income, adjusted for household size. A household which otherwise qualifies to receive relocation benefits and which includes a member sixty-five (65) years of age or older or an individual with "special needs", as defined in the ordinance, may qualify for additional assistance.

In a cooperative conversion, a tenant must receive a 120-day notice of intention to sell the unit. If the tenant decides not to buy his or her unit, the tenant must be pay $500.00 in relocation assistance.

Relocation assistance is paid directly to the tenant by the property owner or developer. The assistance must be paid no later than the date on which a tenant vacates his or her unit.

For further information, contact DPD Code Compliance at (206) 615-0808.

4. Tenant Relocation Assistance Ordinance

This ordinance applies when tenants are displaced by housing demolition, change of use, substantial rehabilitation, or by removal of use restrictions from subsidized housing. A property owner who plans development activity must obtain a tenant relocation license and a building or use permit before terminating a tenancy. All tenants must receive a 90-day notice of the activity that will require them to move. Eligible low income tenants, whose annual income cannot exceed 50% of the area median income, receive cash relocation assistance. Call DPD at (206) 615-0808 for more information.

5. Repair and Maintenance—Housing and Building Maintenance Code

This ordinance requires owners to meet certain minimum standards and keep buildings in good repair. After first requesting the owner to make repairs, a tenant can report needed repairs by calling DPD at (206) 615-0808. If an inspector finds code violations, the owner will be required to make needed corrections.

6. Third Party Billing Ordinance

This ordinance defines rules for landlords who, by themselves or through private companies, bill tenants for City provided utilities (water, sewer, garbage, electric services) separately from their rent. The ordinance applies to all residential buildings having three or more housing units.

The rules require a landlord or billing agent to provide tenants with specific information about their bills and to disclose their billing practices, either in a rental agreement or in a separate written notice. It is a violation of the ordinance if a landlord imposes a new billing practice without appropriate notice.

A tenant can dispute a third-party billing by notifying the billing agent and explaining the basis for the dispute. This must be done within 30 days of receiving a bill. The billing agent must contact the tenant to discuss the dispute within 30 days of receiving notice of the dispute. A tenant can also file a complaint with the Seattle Office of the Hearing Examiner or take the landlord to court. If the Hearing Examiner or court rules in favor of the tenant, the landlord could be required to pay a penalty.

The Washington Residential Landlord-Tenant Act

Chapter 59.18 RCW.
For more information, call (206) 464-6811

Most tenants who rent a place to live come under the state's Residential Landlord-Tenant Act. However, certain renters are specifically excluded from the law. [See RCW 59.18.415] at http://apps.leg.wa.gov/RCW/ and type in 59.18. 415.

Those who are generally not covered by the Act are:

- Renters of a space in a mobile home park are usually covered by the state's Mobile Home Landlord-Tenant Act (RCW 59.20). However, renters of both a space and a mobile home are usually covered by the residential law.
- Residents in hotels and motels; residents of public or private medical, religious, educational, recreational or correctional institutions; residents of a single family dwelling which is rented as part of a lease of agricultural land; residents of housing provided for seasonal farm work.
- Tenants with an earnest money agreement to purchase the dwelling. Tenants who lease a single family dwelling with an option to purchase, if the tenant's attorney has approved the face of the lease. Tenants who have signed a lease option agreement but have not yet exercised that option are still covered.
- Tenants who are employed by the landlord, when their agreement specifies that they can only live in the rental unit as long as they hold the job (such as an apartment house manager).
- Tenants who are leasing a single family dwelling for one year or more, when their attorney has approved the exemption.
- Tenants who are using the property for commercial rather than residential purposes.

RIGHTS OF ALL TENANTS

Regardless of whether they are covered by the Residential Landlord-Tenant Act, all renters have these basic rights under other state laws: the Right to a livable dwelling; Protection from unlawful discrimination; Right to hold the landlord liable for personal injury or property damage caused by the landlord's negligence; Protection against lockouts and seizure of personal property by the landlord.

TYPES OF RENTAL AGREEMENTS

Month-to-Month Agreement. This agreement is for an indefinite period of time, with rent usually payable on a monthly basis or other short term period. The agreement itself can be in writing or oral, but if any type of fee or refundable deposit is collected, the agreement must be in writing. [RCW 59.18.260]

A month-to-month agreement continues until either the landlord or tenant gives the other written notice at least 20 days before the end of the rental period. In the situation of a conversion to a condominium or a change in the policy excluding children the landlord must provide 90 days written notice to the tenant. [RCW 59.18.200] The rent can be increased or the rules changed at any time, provided the landlord gives the tenant written notice at least 30 days before the effective date of the rent increase or rule change. [RCW 59.18.140]

Lease. A lease requires the tenant to stay for a specific amount of time and restricts the landlord's ability to change the terms of the rental agreement. A lease must be in writing to be valid. During the term of the lease, the rent cannot be raised or the rules changed unless both landlord and tenant agree. Leases of one year or more can be exempt from the Landlord-Tenant Act if the tenant's attorney has approved such an exemption.

ILLEGAL DISCRIMINATION

Federal law prohibits most landlords from refusing to rent to a person or imposing different rental terms on a person because of race, color, religion, sex, handicap, familial status (having children or seeking custody of children), or national origin. [Fair Housing Act 42 USC s. 3601 et.seq. 1988] State law recognizes protection to the same individuals as well as for marital status, creed, the presence of sensory, mental, or physical disability. If you think you have been denied rental housing or have been the victim of housing discrimination file a written complaint with the Washington State Human Rights Commission. You may also file a complaint with the federal Fair Housing Section of the Department of Housing and Urban Development or your local city human rights department.

LIABILITY

Once the tenant has signed a rental agreement, he or she must continue to pay the rent to maintain their eligibility to bring actions under this act. The tenant should also understand what he or she is responsible for in the maintenance of the property. While the landlord is responsible for any damage which occurs due to his or her negligence, the tenant must be prepared to accept responsibility for damages he or she causes.

ILLEGAL PROVISIONS IN RENTAL AGREEMENTS

Some provisions which may appear in rental agreements or leases are not legal and cannot be enforced under the law. [RCW 59.18.230] These include:

- A provision which waives any right given to tenants by the Landlord-Tenant Act or that surren-

ders tenants' right to defend themselves in court against a landlord's accusations.

- A provision stating the tenant will pay the landlord's attorney's fees under any circumstances if a dispute goes to court.
- A provision which limits the landlord's liability in situations where the landlord would normally be responsible.
- A provision which requires the tenant to agree to a particular arbitrator at the time of signing the rental agreement.
- A provision allowing the landlord to enter the rental unit without proper notice.
- A provision requiring a tenant to pay for all damage to the unit, even if it is not caused by tenants or their guests.
- A provision that allows the landlord to seize a tenant's property if the tenant falls behind in rent.

PRIVACY—LANDLORD'S ACCESS TO THE RENTAL [RCW 59.18.150]

The landlord must give the tenant at least a two day notice of his intent to enter at reasonable times. However, tenants must not unreasonably refuse to allow the landlord to enter the rental where the landlord has given at least one-day's notice of intent to enter at a specified time to exhibit the dwelling to prospective or actual purchasers or tenants. The law says that tenants shall not unreasonably refuse the landlord access to repair, improve, or service the dwelling. In case of an emergency, or if the property has been abandoned, the landlord can enter without notice. The landlord still must get the tenant's permission to enter, even if the required advance notice has been given.

DEPOSITS AND OTHER FEES

Refundable deposits

Under the Landlord-Tenant Act, the term "deposit" can only be applied to money which can be refunded to the tenant. If a refundable deposit is collected, the law requires:

- The rental agreement must be in writing. It must say what each deposit is for and what the tenant must do in order to get the money back. [RCW 59.18.260]
- The tenant must be given a written receipt for each deposit. [RCW 59.18.270]
- A checklist or statement describing the condition of the rental unit must be filled out. The landlord and the tenant must sign it, and the tenant must be given a signed copy. (The Consumer Resource Center of the Attorney General's Office offers a free sample checklist for this purpose.) [RCW 59.18.260]
- The deposits must be placed in a trust account in a bank or escrow company. The tenant must be informed in writing where the deposits are being kept. Unless some other agreement has been made in writing, any interest earned by the deposit belongs to the landlord. [RCW 59.18.270]

Non-refundable fees

These will not be returned to the tenant under any circumstances. If a non-refundable fee is being charged, the rental agreement must be in writing and must state that the fee will not be returned. A non-refundable fee cannot legally be called a "deposit." [RCW 59.18.285]

LANDLORD'S RESPONSIBILITIES [RCW 59.18.060]

The landlord must:

- Maintain the dwelling so it does not violate state and local codes in ways which endanger tenants' health and safety
- Maintain structural components, such as roofs, floors and chimneys, in reasonably good repair.
- Maintain the dwelling in reasonably weather tight condition
- Provide reasonably adequate locks and keys.
- Provide the necessary facilities to supply heat, electricity, hot and cold water
- Provide garbage cans and arrange for removal of garbage, except in single family dwellings
- Keep common areas, such as lobbies, stairways and halls, reasonably clean and free from hazards
- Control pests before the tenant moves in. The landlord must continue to control infestations except in single family dwellings, or when the infestation was caused by the tenant
- Make repairs to keep the unit in the same condition as when the tenant moved in—except for normal wear and tear
- Keep electrical, plumbing and heating systems in good repair, and maintain any appliances which are provided with the rental
- Inform the tenant of the name and address of the landlord or landlord's agent
- Supply hot water as reasonably required by tenant
- Provide written notice of fire safety and protection information and ensure that the unit is equipped with working smoke detectors when a new tenant moves in. (Tenants are responsible for maintaining detectors.) Except for single family dwellings, the notice must inform the tenant on how the smoke detector is operated and about the building's fire alarm and/or sprinkler system, smoking policy, and plans for emergency notification, evacuation and relocation, if any. Multifamily units may provide this notice as a checklist disclosing the building's fire safety and protection devices and a diagram showing emergency evacuation routes.

- Provide tenants with information provided or approved by the Department of Health about the health hazards of indoor mold, including how to control mold growth to minimize health risks, when a new tenant moves in. The landlord may give written information individually to each tenant, or may post it in a visible, public location at the dwelling unit property. The information can be obtained at www.doh.wa.gov/ehp/ts/IAQ/mold-notification.htm.
- Investigate if a tenant is engaged in gang-related activity when another tenant notifies the landlord of gang-related activity by serving a written notice and investigation demand to the landlord. [RCW 59.18.180]

TENANT'S RESPONSIBILITIES [RCW 59.18.130]

A tenant is required to:

- Pay rent, and any utilities agreed upon
- Comply with any requirements of city, county or state regulations
- Keep the rental unit clean and sanitary
- Dispose of the garbage properly
- Pay for fumigation of infestations caused by the tenant
- Properly operate plumbing, electrical and heating systems
- Not intentionally or carelessly damage the dwelling
- Not permit "waste" (substantial damage to the property) or "nuisance" (substantial interference with other tenant's use of property)
- Maintain smoke detection devices including battery replacement
- Not engage in activity at the premises that is imminently hazardous to the physical safety of other persons on the premises and that entails a physical assault on a person or unlawful use of a firearm or other deadly weapon resulting in an arrest [RCW 59.18.352]
- When moving out, restore the dwelling to the same conditions as when the tenant moved in, except for normal wear and tear

THREATENING BEHAVIOR BY A TENANT OR LANDLORD [RCW 59.18.352 and .354]

If one tenant threatens another with a firearm or other deadly weapon, and the threatening tenant is arrested as a result of the threat, the landlord may terminate the tenancy of the offending tenant (although the landlord is not required to take such action). If the landlord does not file unlawful detainer action, the threatened tenant may choose to give written notice and move without further obligation under the rental agreement. If a landlord threatens a tenant under similar circumstances, the tenant may choose to give notice and move. In both cases, the threatened tenant does not have to pay rent for any day following the date of leaving, and is entitled to receive a pro-rated refund of any prepaid rent.

MAKING CHANGES TO THE MONTH-TO-MONTH AGREEMENT

Generally speaking, if the landlord wants to change the provisions of a month-to-month rental agreement, such as raising the rent or changing rules, the tenant must be given at least 30 days notice in writing. These changes can only become effective at the beginning of a rental period (the day the rent is due). Notice which is less than 30 days will be effective for the following rental period.

If the landlord wishes to convert the unit to a condominium, the tenant must be given a 90-day notice. [RCW 59.18.200]

MAKING CHANGES TO LEASES

Under a lease, in most cases, changes during the lease term cannot be made unless both landlord and tenant agree to the proposed change.

If the property is sold. The sale of the property does not automatically end a tenancy. When a rental unit is sold, tenants must be notified of the new owner's name and address, either by certified mail, or by a revised posting on the premises. All deposits paid to the original owner must be transferred to the new owner, who must put them in a trust or escrow account. The new owner must promptly notify tenants where the deposits are being held.

HOW TO HANDLE REPAIRS

A tenant must be current in the payment of rent including all utilities to which the tenant has agreed in the rental agreement to pay before exercising any statutory remedies, such as repair options. [RCW 59.18.080]

Required Notice [RCW 59.18.070] When something in the rental unit needs to be repaired, the first step is for the tenant to give written notice of the problem to the landlord or person who collects the rent.

The notice must include the address and apartment number of the rental; the name of the owner, if known; and a description of the problem. After giving notice, the tenant must wait the required time for the landlord to begin making repairs. Those required waiting times are: 24 hours for no hot or cold water, heat or electricity, or for a condition which is imminently hazardous to life; 72 hours for repair of refrigerator, range and oven, or a major plumbing fixture supplied by landlord; 10 days for all other repairs.

Tenant's Options [RCW 59.18.090] If repairs are not started within the required time and if the tenant is paid up in rent and utilities, the following options can be used:

1) Tenant can give written notice to the landlord and move out immediately. Tenants are entitled to a pro-rated refund of their rent, as well as the

deposits they would normally get back.

2) Litigation or arbitration can be used to work out the dispute.

3) The tenant can hire someone to make the repairs. In many cases the tenant can have the work done and then deduct the cost from the rent. [RCW 59.18.100] (This procedure cannot be used to force a landlord to provide adequate garbage cans.)

   An Important Note: If the repair is one that has a 10-day waiting period, the tenant cannot contract to have the work done until 10 days after the landlord receives notice, or five days after the landlord receives the estimate, whichever is later.

   To follow this procedure a tenant must: Submit a good faith estimate from a licensed or registered tradesperson, if one is required, to the landlord. After the waiting period, the tenant can contract with the lowest bidder to have the work done. After the work is completed, the tenant pays the tradesperson and deducts the cost from the rent payment. The landlord must be given the opportunity to inspect the work. The cost of each repair cannot exceed one month's rent; total cost cannot exceed two month's rent in any 12-month period.

   If a large repair which affects a number of tenants needs to be made, the tenants can join together, follow the proper procedure, and have the work done. Then each can deduct a portion of the cost from their rent.

4) The tenant can make the repairs and deduct the cost from the rent, if the work does not require a licensed or registered tradesperson. The same procedure is followed as for (2) above. However, the cost limit is one half of one month's rent.

5) Rent in Escrow - After notice of defective conditions, and after appropriate government certification of defect, and waiting periods have passed, then tenants may place their monthly rent payments in an escrow account. For copies of the law (RCW 59.18) write to the Code Reviser or consult your attorney.

ILLEGAL LANDLORD ACTIONS

Lockouts. [RCW 59.18.290] The law prohibits landlords from changing locks, adding new locks, or otherwise making it impossible for the tenant to use the normal locks and keys. Even if a tenant is behind in rent, such lockouts are illegal.

A tenant who is locked out can file a lawsuit to regain entry. Some local governments also have laws against lockouts and can help a tenant who has been locked out of a rental. For more information contact your city or county government.

Utility shutoffs. [RCW 59.18.300] The landlord may not shut off utilities because the tenant is behind in rent, or to force a tenant to move out. Utilities may only be shut off by the landlord so that repairs may be made, and only for a reasonable amount of time. If a landlord intentionally does not pay utility bills so the service will be turned off, that could be considered an illegal shutoff. If the utilities have been shut off by the landlord, the tenant should first check with the utility company to see if it will restore service. If it appears the shutoff is illegal, the tenant can file a lawsuit. If the tenant wins in court, the judge can award the tenant up to $100 per day for the time without service, as well as attorney's fees.

Taking the tenant's property. [RCW 59.18.310] The law allows a landlord to take a tenant's property only in the case of abandonment. A clause in a rental agreement which allows the landlord to take a tenant's property in other situations is not valid. If the landlord does take a tenant's property illegally, the tenant may want to contact the landlord first. If that is unsuccessful, the police can be notified. If the property is not returned after the landlord is given a written request, a court could order the landlord to pay the tenant up to $100 for each day the property is kept — to a total of $1,000. [RCW 59.18.230(4)]

Renting condemned property. [RCW 59.18.085] The landlord may not rent units which are condemned or unlawful to occupy due to existing uncorrected code violations. The landlord can be held liable for three months rent or treble damages, whichever is greater, as well as costs and attorneys fees for knowingly renting the property.

Retaliatory actions. [RCW 59.18.240 -.250] If the tenant exercises rights under the law, such as complaining to a government authority or deducting for repairs, the law prohibits the landlord from taking retaliatory action. Examples of retaliatory actions are raising the rent, reducing services provided to the tenant, or evicting the tenant. The law initially assumes that these steps are retaliatory if they occur within 90 days after the tenant's action, unless the tenant was in some way violating the statute when the change was received. If the matter is taken to court and the judge finds in favor of the tenant, the landlord can be ordered to reverse the retaliatory action, as well as pay for any harm done to the tenant and pay the tenant's attorney fees.

ENDING THE AGREEMENT

Proper Notice to Leave for Leases. If the tenant moves out at the expiration of a lease, in most cases it is not necessary to give the landlord a written notice. However, the lease should be consulted to be sure a formal notice is not required. If a tenant stays beyond the expiration of the lease, and the landlord accepts the next month's rent, the tenant then is assumed to be renting under a month-to-month agreement.

A tenant who leaves before a lease expires is responsible for paying the rent for the rest of the lease. However, the landlord must make an effort to re-rent the unit at a reasonable price. If this is not done, the tenant may not be liable for rent beyond a reasonable period of time.

EXHIBIT D-1
STATE OF WASHINGTON TENANT LAW

Proper Notice to Leave for Leases—Armed Forces Exception. A lease can be terminated when the tenant is a member of the armed forces (including the national guard or armed forces reserve), if the tenant receives reassignment or deployment orders, provided the tenant informs the landlord no later than seven days after the receipt of such orders. In these circumstances, the tenancy may also be terminated by the tenant's spouse or dependent.

Proper Notice to Leave for Month-to-Month Agreements. When a tenant wants to end a month-to-month rental agreement, written notice must be given to the landlord.

The notice must be received at least 20 days before the end of the rental period (the day before the rent is due). The day which the notice is delivered does not count. A landlord cannot require a tenant to give more than 20 days notice when moving out. When a landlord wants a month-to-month renter to move out, a 20-day notice is required. If a tenant moves out without giving proper notice, the law says the tenant is liable for rent for the lesser of: 30 days from the day the next rent is due, or 30 days from the day the landlord learns the tenant has moved out. However, the landlord has a duty to try and find a new renter. If the dwelling is rented before the end of the 30 days, the former tenant must pay only until the new tenant begins paying rent.

Proper Notice to Leave for Month-to-Month Agreements—Armed Forces Exception. A month-to-month tenancy can be terminated with less than 20 days written notice when the tenant is a member of the armed forces (including the national guard or armed forces reserve), if the tenant receives reassignment or deployment orders that do not allow for a 20-day notice. In these circumstances, the tenancy may also be terminated by the tenant's spouse or dependent.

Violation of Protection Order. A tenant who has given written notice to the landlord that he or she or a household member was a victim of domestic violence, sexual assault or stalking, may immediately terminate a rental agreement when a valid order for protection has been violated or the tenant has notified the appropriate law enforcement officers of the violation. A copy of the order must be made available to the landlord. The tenant must terminate the rental agreement within 90 days of the act or event leading to the protection order or report to appropriate law enforcement. [RCW 59.18.575]

RETURN OF DEPOSITS [RCW 59.18.280]

After a tenant moves out, a landlord has 14 days in which to return the deposits, or give the tenant a written statement of why all or part of the money is being kept. It is advisable for the tenant to leave a forwarding address with the landlord when moving out.

Under the law, the rental unit must be restored to the same condition as when the tenant moved in, except for normal wear and tear. Deposits cannot be used to cover normal wear and tear; or damage that existed when the tenant moved in.

The landlord is in compliance with the law if the required payment, statement, or both, are deposited in the U.S. Mail with First Class postage paid, within 14 days. If the tenant takes the landlord to court, and it is ruled that the landlord intentionally did not give the statement or return the money, the court can award the tenant up to twice the amount of the deposit.

EVICTIONS

For not paying rent. If the tenant is even one day behind in rent, the landlord can issue a three-day notice to pay or move out. If the tenant pays all the rent due within three days, the landlord must accept it and cannot evict the tenant. A landlord is not required to accept a partial payment. [RCW 59.12.030, 59.18.115(5)]

For not complying with the terms of the rental agreement. If the tenant is not complying with the rental agreement (for example, keeping a cat when the agreement specifies no pets are allowed), the landlord can give a 10-day notice to comply or move out. If the tenant satisfactorily remedies the situation within that time, the landlord cannot continue the eviction process.

For creating a "waste or nuisance." If a tenant destroys the landlord's property, uses the premises for unlawful activity including gang- or drug-related activities, damages the value of the property or interferes with other tenant's use of the property, the landlord can issue a three-day notice to move out. The tenant must move out after this kind of notice. There is no option to stay and correct the problem.

For violations within drug and alcohol free housing. If a tenant enrolled in a program of recovery in drug and alcohol free housing for less than two years uses, possesses, or shares alcohol or drugs the landlord can give a three-day notice to move out. If the tenant cures the violation within one day, the rental agreement does not terminate. If the tenant fails to remedy the violation within one day, he or she must move out and the rental agreement is terminated. If the tenant engages in substantially the same behavior within six months, the landlord can give a three-day notice to move out and the tenant has no right to cure the subsequent violation.

For no cause. Except in the city of Seattle, landlords can terminate a month-to-month tenancy without having or stating a particular reason, as long as the termination is not discriminatory or retaliatory.

If the landlord wants a tenant to move out and does not give a reason, the tenant must be given a 20-day notice to leave. The tenant must receive the notice at least 20 days before the next rent is due. The tenant can only be required to move out at the end of a rental

period (the day before a rental payment is due). Usually, a 20-day notice cannot be used if the tenant has signed a lease. Check the specific rental document to determine if a lease can be ended this way.

In order for a landlord to take legal action against a tenant who does not move out, notice must be given in accordance with the unlawful detainer law (RCW 59.12.040).

If the tenant continues to occupy the rental in violation of a notice to leave, the landlord must then go to court to begin what is called an "unlawful detainer" action. If the court rules in favor of the landlord, the sheriff will be instructed to move the tenant out of the rental if the tenant does not leave voluntarily. The only legal way for a landlord to move a tenant physically out of a unit is by going through the courts and the sheriff's office.

ABANDONMENT RELATED TO FAILURE TO PAY RENT [RCW 59.18.310]

Under the law, abandonment occurs when a tenant has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the rental.

When a rental has been abandoned, the landlord may enter the unit and remove any abandoned property. It must be stored in a reasonably secure place. A notice must be mailed to the tenant saying where the property is being stored and when it will be sold. If the landlord does not have a new address for the tenant, the notice should be mailed to the rental address, so it can be forwarded by the U.S. Postal Service.

How long a landlord must wait before selling abandoned property depends on the value of the goods. If the total value of property is less than $50, the landlord must mail a notice of the sale to the tenant and then wait seven(7) days. Family pictures, keepsakes and personal papers cannot be sold until forty-five (45) days after the landlord mails the notice of abandonment to the tenant.

If the total value of the property is more than $50, the landlord must mail a notice of the sale to the tenant and then wait forty-five (45) days. Personal papers, family pictures, and keepsakes can be sold at the same time as other property.

The money raised by the sale of the property goes to cover money owed to the landlord, such as back rent and the cost of storing and selling the goods. If there is any money left over, the landlord must keep it for the tenant for one (1) year. If it is not claimed within that time, it belongs to the landlord.

If a landlord takes a tenant's property and a court later determines there had not actually been an abandonment, the landlord could be ordered to compensate the tenant for loss of the property, as well as paying court and attorney costs.

Within fourteen (14) days of learning of an abandonment, the landlord is responsible for either returning a tenant's deposit or providing a statement of why the deposit is being kept.

ABANDONMENT RELATED TO EVICTION [RCW 59.18.312]

When a tenant has been served with a writ of restitution in an eviction action, the tenant will receive written notification of the landlord's responsibilities regarding storing the tenant's property that is left behind after the premises is vacant. Tenants will be provided with a form to request the landlord store the tenants's property.

A landlord is required to store the tenant's property if the tenant makes a written request for storage within three (3) days of service of the writ of restitution or if the landlord knows that the tenant is a person with a disability that prevents the tenant from making a written request and the tenant has not objected to storage. The written request for storage may be served by personal delivery, or by mailing or faxing to the landlord at the address or fax number identified on the request form provided by the landlord.

After the Writ of Restitution has been executed, the landlord may enter the premises and take possession of any of the tenant's remaining belongings. Without a written request from the tenant, the landlord may choose to store the tenant's property or deposit the tenant's property on the nearest public property. If the landlord chooses to store the tenant's property, whether requested or not, it may not be returned to the tenant until the tenant pays the actual or reasonable costs of moving and storage, whichever is less within thirty (30) days.

If the total value of the property is more than $100.00, the landlord must notify the tenant of the pending sale by personal delivery or mail to the tenant's last known address. After thirty (30) days from the date of the notice, the landlord may sell the property, including personal papers, family pictures, and keepsakes and dispose of any property not sold.

If the total value of the property is $100.00 or less, the landlord must notify the tenant of the pending sale by personal delivery or mail to the tenant's last known address. After seven (7) days from the date of the notice, the landlord may sell or dispose of the property except for personal papers, family pictures, and keepsakes.

The proceeds from the sale of the property may be applied towards any money owed to the landlord for the actual and reasonable costs of moving and storing of the property, whichever is less. The costs can-

not exceed the actual or reasonable costs of moving and storage, whichever is less. If there are additional proceeds, the landlord must keep it for the tenant for one (1) year. If no claim is made by the tenant for the recovery of the additional proceeds within one (1) year, the balance will be treated as abandoned property and deposited with the Washington State Department of Revenue.

EXHIBIT E-1
WASHINGTON STATE
MOLD DISCLOSURE & GUIDE



Got Mold?

Frequently Asked Questions About Mold

What are molds?

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

What makes molds grow in my home?

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

Can I be exposed to mold?

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

Do molds affect my health?

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

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

When is mold a problem?

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

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

When should I sample for mold?

You don't need to sample for mold because in most cases you can see or smell mold. Even a clean, dry house will have some mold spores, but not enough to cause health problems. If you smell mold it may be hidden behind wallpaper, in the walls or ceiling or under the carpet. If you suspect you have hidden mold be very careful when you investigate, protect yourself from exposure in the same manner as you would for a clean-up.

EXHIBIT E-1
WASHINGTON STATE
MOLD DISCLOSURE & GUIDE

Can I control mold growth in my home?

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

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

What can I use to clean up mold?

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

Size the Moldy Area

Decide if you have a large or small area of mold. A small area is less then about ten square feet, or a patch three feet by three feet square. To clean a small area, follow the advice below. You may use a cotton face mask for protection.
If you have a lot of mold damage (more then ten square feet) consider hiring a cleaning professional. If the moldy area has been contaminated by sewage or is in hidden places hire a professional. To find a professional, check under "Fire and Water Damage Restoration" in your Yellow Pages. If you decide to clean up on your own, follow the guidance below.

Use Protection

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

Seal the Area

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

Remove Items

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

Bag Moldy Trash

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

Scrub Surfaces

Scrub hard surfaces:

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

Clean and Wash

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

Monitor

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

EXHIBIT E-1
WASHINGTON STATE
MOLD DISCLOSURE & GUIDE

What cleans up moldy furniture?

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

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

Should I paint over mold?

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

Must landlords tell tenants about mold?

Yes! In 2005, the Washington State legislature approved Senate Bill 5049 which requires landlords to notify their tenants about mold. See our resources landlords can use to comply with this mold notification requirement at www.doh.wa.gov/ehp/ts/iaq/renter.htm.

Who are my local contacts for more information about mold?

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

Need more mold information?

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

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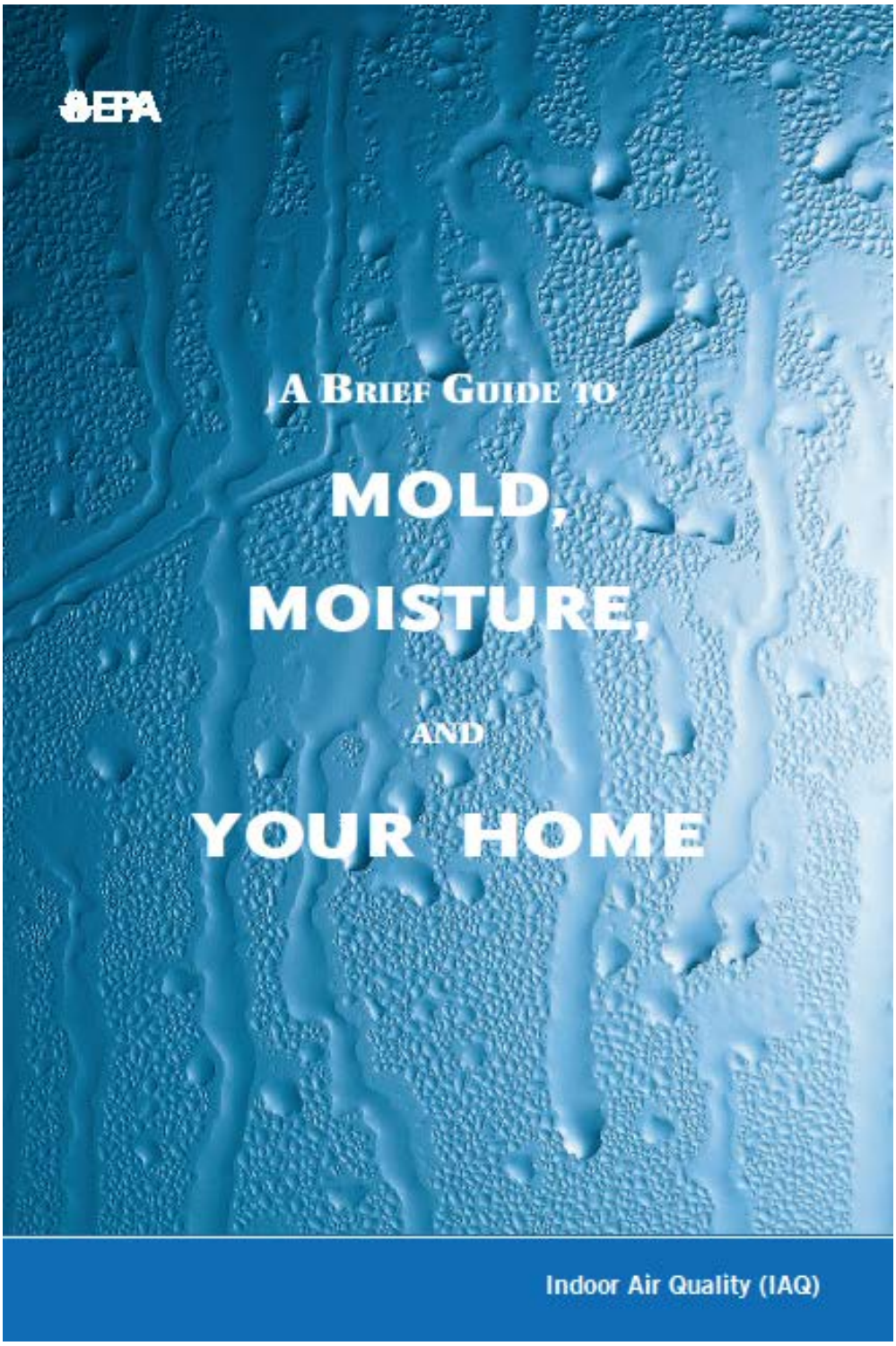


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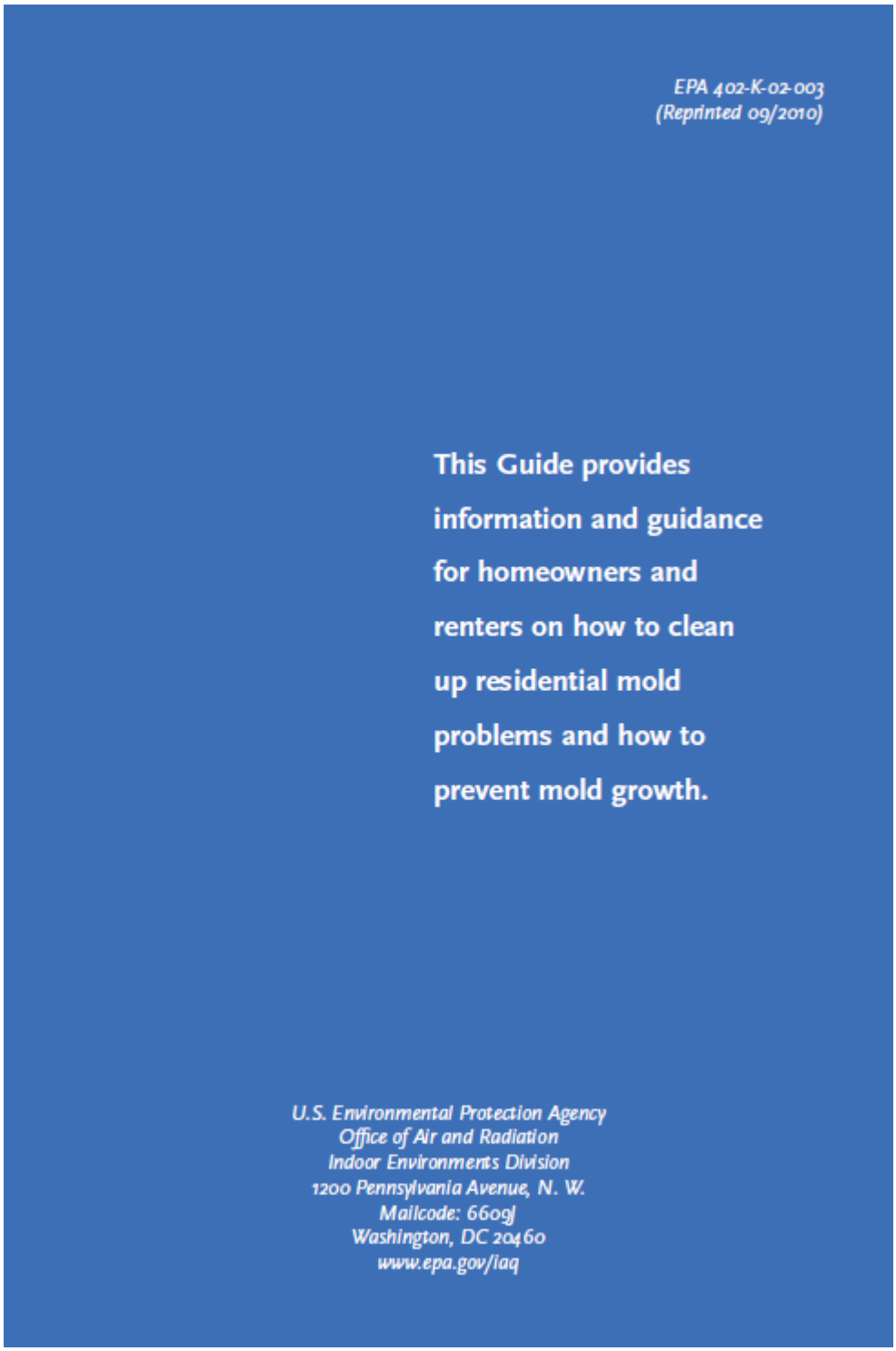


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A Brief Guide to Mold, Moisture, and Your Home

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MOLD BASICS

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

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



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

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

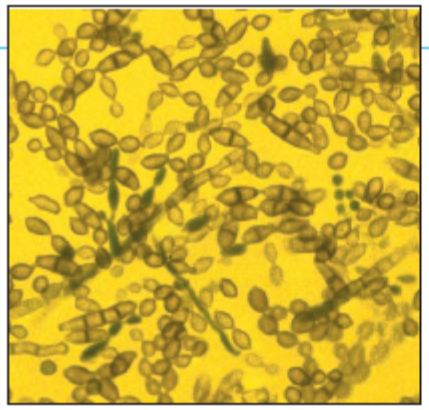
Inhaling or touching mold or mold spores may cause allergic reactions in sensitive individuals. Allergic responses include hay fever-type symptoms, such as sneezing, runny nose, red eyes, and skin rash (dermatitis). Allergic reactions to mold are common. They can be immediate or delayed. Molds can also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

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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.

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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

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buildings, this document is applicable to other building types. It is available on the Internet at: 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 Hygenists (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 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.

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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.**

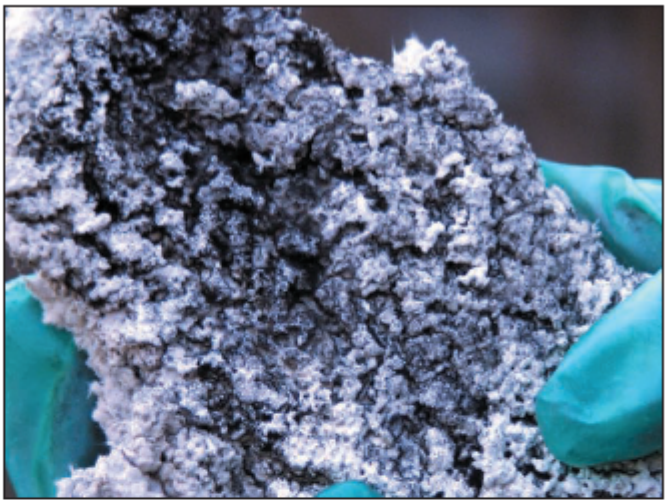
Mold growing on the underside of a plastic lawnchair in an area where rainwater drips through and deposits organic material.



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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.

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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/).

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- **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.

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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.

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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.

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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.



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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.

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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.

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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.



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ADDITIONAL RESOURCES

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

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

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