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Tenant Selection and Continued Occupancy Policy

Rhododendron Apartments

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This institution is an equal opportunity provider and employer.

Housing Kitsap welcomes qualified tenants without regard to race, color, national origin, creed, religion, sex, marital status, familial status, disability or due to ownership of a service animal. Housing Kitsap provides reasonable accommodations to persons with disabilities. If you need this document in an alternate format, please contact Housing Kitsap Section 504 Coordinator, Freddy Linares at (360) 535-6128 or 2244 NW Bucklin Hill Road, Silverdale, WA 98383.



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I. Introduction

The Tenant Selection and Continued Occupancy Policy (TSCOP) for Rhododendron Apartments serves as a guiding document to ensure fair, consistent, and transparent management of tenant selection and ongoing occupancy. This Policy is designed to ensure compliance with all applicable federal, state, and local housing regulations relevant to the US Department of Agriculture Rural Development (USDA-RD) Section 515 Program.

Rhododendron Apartments consists of 50 units located in Kitsap County, Washington. The community provides affordable housing opportunities to income-eligible senior households while maintaining compliance with both federal and state regulatory requirements.

Accordingly, this Policy is aligned with the regulatory requirements of the following:

- The **Fair Housing Act**
- The **US Department of Agriculture Rural Development (USDA-RD) Section 515 Program**
- **Washington State and local landlord-tenant laws** (including RCW 59.18, Residential Landlord-Tenant Act), as applicable to all rental housing
- **Other applicable federal, state, or local requirements** governing affordable housing programs and tenant protections

This TSCOP outlines the procedures used to determine eligibility, select applicants, verify information, and manage ongoing occupancy. It promotes housing access consistent with Housing Kitsap's commitment to equity, transparency, and regulatory compliance.

Purpose

The primary purpose of this plan is to establish the policies and procedures governing the selection of eligible tenants and the continued occupancy of those tenants at Rhododendron Apartments. The TSCOP is designed to ensure that housing resources are allocated equitably and efficiently, while supporting the development of stable, diverse, and inclusive communities.

Scope

This plan applies specifically to Rhododendron Apartments and governs both initial tenant selection and continued occupancy for current and future residents.

Key procedures addressed in this plan include:

- Eligibility determination
- Application and screening processes
- Resident responsibilities
- Lease compliance
- Grievance procedures



II. Fair Housing and Non-Discrimination Policy

Housing Kitsap complies with all applicable federal, state, and local fair housing and civil rights laws. In accordance with these laws, discrimination is prohibited on the basis of race, color, religion, sex (including gender identity and sexual orientation), national origin, age, disability, or familial status.

These protections apply to all aspects of Housing Kitsap's operations, including but not limited to:

- Acceptance and processing of applications
- Selection of tenants from the wait list
- Assignment of units
- Certification and recertification of eligibility for housing assistance

Housing Kitsap is committed to ensuring that all individuals have **equal access to housing opportunities** and are treated with fairness, dignity, and respect.

Complying With Civil Rights Laws

Housing Kitsap is committed to ensuring that all applicants and residents at Rhododendron Apartments are treated fairly, equitably, and without discrimination. This policy applies to all units at the property.

Housing Kitsap complies with, but is not limited to, the following civil rights and fair housing laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination on the basis of race, color, or national origin in any program receiving federal financial assistance. (24 CFR § 1)
2. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) – As amended, prohibits discrimination based on race, color, religion, sex (including gender identity and sexual orientation), national origin, familial status, or disability. (24 CFR § 100)
3. Section 504 of the Rehabilitation Act of 1973 – Prohibits discrimination on the basis of disability and requires reasonable accommodations and program accessibility for persons with disabilities in federally assisted housing. (24 CFR § 8)
4. Americans with Disabilities Act (ADA), Title II – Applies to common areas and services provided by public entities and supplements the protections of Section 504.
5. Age Discrimination Act of 1975 – Prohibits discrimination based on age in programs receiving federal assistance. (24 CFR § 146)
6. Executive Order 11063 – Prohibits discrimination in the sale, leasing, or rental of properties that receive federal financial assistance.
7. HUD's Equal Access Rule – Ensures equal access to housing regardless of sexual orientation, gender identity, or marital status. Although this rule applies to HUD-funded programs, Housing Kitsap extends these protections across all programs.



8. Washington State Law Against Discrimination (RCW 49.60.030) – Provides protections on the basis of race, creed, color, national origin, sex, marital status, age, honorably discharged veteran or military status, sexual orientation, gender identity, disability, or the use of a trained guide or service animal.

Additional Civil Rights Practices for Federally and State-Funded Housing:

- **Affirmatively Furthering Fair Housing (AFFH):**
Housing Kitsap actively promotes inclusive and equitable housing practices. Where applicable, it takes meaningful actions to address patterns of segregation and foster diverse communities, consistent with HUD’s AFFH principles.
- **Limited English Proficiency (LEP):**
Housing Kitsap ensures meaningful access for applicants and residents with limited English proficiency. Services such as translation, interpretation, and multilingual outreach are provided to ensure clear communication and equitable treatment.
- **No Discrimination Based on Perceived Group Membership:**
Housing Kitsap shall not deny admission to otherwise eligible applicants based on assumptions, stereotypes, or generalized beliefs about any group (e.g., unmarried parents, student households, etc.).
- **Fair and Consistent Application:**
All tenant selection and occupancy decisions are made strictly in accordance with this Tenant Selection and Continued Occupancy Policy (TSCOP). No applicant or resident shall receive preferential or adverse treatment based on personal relationships, political connections, or any other non-merit-based factor.

Section 504 and Grievance Procedure for Disability Discrimination

Housing Kitsap does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in its federally assisted programs and activities. According to Section 504 of the Rehabilitation Act of 1973, “no otherwise qualified individual with disabilities in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance...”

If at any point during the application process an applicant feels they have experienced discrimination based on disability, they may file a grievance. The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development’s regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988). Please contact Housing Kitsap’s 504 Coordinator in writing* to file your grievance. Please direct your correspondence to:



Freddy Linares, Director of Compliance
Housing Kitsap
2244 NW Bucklin Hill Rd
Silverdale, WA 98383
Office: (360) 535-6128
Email: LinaresF@HousingKitsap.org

A response will be sent to you within ten (10) business days from the date of the grievance.

If you would like an additional review of your grievance and the response from the Section 504 Coordinator, please contact Housing Kitsap's Executive Director, Heather Blough in writing* at the address listed above.

At any time during this process, you have the right to file a Fair Housing Complaint with the Fair Housing and Equal Opportunity office of HUD at 888-877-0246.

*Persons with a disability may request a reasonable accommodation in order to meet this requirement.

Reasonable Accommodation and Modification Policy

It is the policy of Housing Kitsap to provide reasonable accommodations and modifications for persons with disabilities, with provision of appropriate documentation of the need for the accommodation or modification. All requests for reasonable accommodations or modifications will be reviewed within a reasonable timeline and a written response will be provided to the tenant or applicant. Although it is our preference that the tenant or applicant make their request on Housing Kitsap forms, it is NOT required. In some cases, the need for an accommodation will be obvious, so no documentation may be needed (as when a low vision tenant asks for the tenancy rules in large print or when a person in a wheelchair asks for an accessible unit). When the need is not obvious or where the accommodation entails more than minimal cost or staff time, the request will be verified with a knowledgeable professional. Staff may request that the tenant or applicant provide proof of disability, however, Housing Kitsap will not require the tenant or applicant to provide specific information about the disability.

1. A reasonable accommodation is some modification or change that Housing Kitsap can make to its units, building, or procedures that will assist an otherwise eligible applicant or tenant with a disability to take full advantage of and use the agencies programs, including those that are operated by other agencies in Housing Kitsap owned public space. 24 CFR § 8.20
2. An accommodation is not reasonable if it:
 - a. Causes an undue financial and administrative burden; or
 - b. Represents a fundamental alteration in the nature of the program. A fundamental alteration is an accommodation that would change the basic operation or nature of services provided by significantly modifying, eliminating, or adding to the services that the agency provides. 24 CFR § 8.21(b) and 24 CFR § 8.24(a)(2)



3. Examples of reasonable accommodations include, but are not limited to: 24

CFR § 8.4

- a. Adding or altering unit or building features so they may be used by a family member with a disability, including but not limited to;
 - i. Making alterations to a unit to make it fully accessible so it could be used by a family member with a wheelchair;
 - ii. Transferring a tenant from a unit that cannot be made accessible to a unit that is accessible;
 - iii. Widening the door of a community room or public restroom so a person in a wheelchair may use the facility;
 - iv. Installation of strobe-type flashing light smoke detectors in a unit for a family with a hearing impaired member;
 - v. Adding structural grab bars in the bathroom;
 - vi. Changing the doorknobs to lever-type door handles;
 - vii. Modifying for an accessible kitchen or bath;
 - viii. Lowering the peephole on the door
- b. Permitting a family to have an animal to assist a member with a disability in a “no pets” facility. 24 CFR § 8.20
- c. Ensuring that Housing Kitsap processes are understandable to applicants and tenants with sensory or cognitive impairments, including but not limited to:
24 CFR § 8.6
 - i. Making large type documents, Braille documents, cassettes, or a reader available to an applicant or tenant with a vision impairment during interviews or meetings with staff;
 - ii. Making a sign language interpreter available to applicant or tenant with a hearing impairment during interviews or meetings with staff;
 - iii. Permitting an applicant or tenant to be accompanied or represented by a family member, friend, or advocate at all meetings and interviews with staff if the individual desires such representation;
 - iv. Permitting an outside agency or individual to assist an applicant or tenant with a disability to meet the agencies applicant screening criteria.

4. Housing Kitsap will institute measures that ensure tenants have received communication regarding their right to a reasonable accommodation. This will include the posting of updated Fair Housing posters in a conspicuous location. Posters will be placed at both eye level and at a height readable by someone in a wheelchair. Posters are currently available in English and Spanish and should be posted in both languages. In addition, all applications, forms and letters for tenants will include the Fair Housing logo as well as a non-discrimination clause. See the following example:



This institution is an equal opportunity provider and employer.

Housing Kitsap welcomes qualified tenants without regard to race, color, national origin, creed, religion, sex, marital status, familial status, disability or due to ownership of a service animal. Housing Kitsap provides reasonable



accommodations to persons with disabilities. If you need this document in an alternate format, please contact Housing Kitsap Section 504 Coordinator, Freddy Linares at (360) 535-6128 or 2244 NW Bucklin Hill Road, Silverdale, WA 98383.

5. An applicant or tenant family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able to comply with the following requirements, however, there is no requirement that they be able to do these things without assistance:
24 CFR § 8.3
 - a. To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - b. To care for and avoid damaging the unit and common areas;
 - c. To use facilities and equipment in a reasonable way;
 - d. To create no health or safety hazards, and to report maintenance needs;
 - e. Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f. Not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or staff, and not to engage in drug-related criminal activity; and
 - g. To comply with necessary and reasonable rules and program requirements.

6. If an applicant or tenant receives a referral to an agency or individual who can assist the applicant or tenant with complying with the essential obligations of tenancy, the applicant or tenant is not obligated to accept the service, but if refusing service results in a lease violation, the agency may terminate the lease. 24 CFR § 8.2

7. No qualified individual with a disability will be denied access to, excluded from participation in, or otherwise discriminated against in any Housing Kitsap program or activity due to inaccessible facilities. 24 CFR § 8.20

8. If an applicant or tenant would prefer not to discuss the situation with the agency, that is his/her right.

9. Subject to the undue burdens and fundamental alterations tests, Housing Kitsap will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the agencies housing programs and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, Housing Kitsap shall comply with all requirements and prohibitions in applicable law.

10. Facilities and programs used by applicants and tenants shall be accessible to persons in wheelchairs, persons with sensory impairments, and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms etc. will be usable by tenants with a full range of disabilities. If Housing Kitsap offers such facilities, and none is accessible, some will be made so, subject to the undue financial and administrative burden test. 24 CFR § 8.21



11. Documents and procedures used by applicants and tenants will be accessible for those with vision, hearing, or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible.

III. Eligibility and Suitability Criteria

In addition to determining program eligibility—including compliance with income limits, citizenship or eligible immigration status, and other federal or state program requirements—Housing Kitsap also conducts suitability screening for all applicants prior to residency.

An otherwise eligible household may be denied admission if it fails to meet Housing Kitsap’s established suitability criteria. The purpose of this screening is to evaluate whether the applicant, based on recent and relevant behavior, can reasonably be expected to:

- Comply with the terms of the lease and all related addenda;
- Maintain the unit in a safe and sanitary condition; and
- Avoid behavior that could have a detrimental impact on the health, safety, or peaceful enjoyment of the property by other residents, Housing Kitsap employees, or neighbors in the surrounding community.

Eligibility Criteria

To be eligible for admission to Rhododendron Apartments, applicants must meet the following requirements:

1. **Income Eligibility:** The household’s anticipated annual income must not exceed **the applicable Rural Development (RD) income limit for the unit size and occupancy type** as published annually by the U.S. Department of Agriculture, Rural Development.
2. **Citizenship or Eligible Immigration Status:** At least one household member must be a U.S. citizen or have eligible immigration status to qualify for occupancy under USDA-Rural Development program requirements. Verification is conducted in accordance with 7 CFR § 3560.152 and 24 CFR § 5.500–5.528. Households consisting entirely of members without eligible citizenship or immigration status are not eligible for assistance. For layered units, the most restrictive program requirement will apply.
3. **Documentation of Social Security Numbers:** Each household member (except those not contending eligible immigration status or exempt due to age) must provide valid documentation of a Social Security number (SSN). (24 CFR 5.216; 5.218)
4. **Signed Consent Forms:** All adult household members must sign required consent forms authorizing Housing Kitsap to obtain and verify information necessary to determine eligibility,



income, and suitability. These may include forms related to income verification, criminal background screening, and program compliance.

- 5. **Legal Capacity to Enter into a Lease Agreement:** The head of household or any other member signing the lease must have the legal capacity to enter into a binding contract under state law.

Occupancy Standards

Occupancy standards for **Rhododendron Apartments** are determined in accordance with the US Department of Agriculture Rural Development (USDA-RD) Section 515 Program, HUD regulations at 24 CFR 982.402 and 24 CFR 5.703, and the Washington State Residential Landlord-Tenant Act. These standards ensure that households are assigned units that prevent overcrowding and underutilization while maintaining consistency with fair-housing and civil-rights requirements.

Determining Family Unit Size

For each household, Housing Kitsap determines the appropriate number of bedrooms based on the household’s size and composition.

Housing Kitsap Policy

Housing Kitsap will assign one bedroom for each two persons in the household, except in the following circumstances:

- Persons of the opposite sex (other than spouses/partners or children under age 5) will be allocated separate bedrooms.
- Live-in aides will be allocated a separate bedroom.
- Single-person households will be allocated one bedroom.

Occupancy Chart

Units (2 + 1 Standard)	Persons in Household (Min – Max)
1 Bedroom	1 – 3
2 Bedrooms	2 – 5
3 Bedrooms	3 – 7
4 Bedrooms	4 – 9

Factors Considered in Determining Occupancy

- Number of household members and their relationship to one another.
- Age, sex, and health of household members (e.g., whether siblings of different genders may share a bedroom).
- Reasonable accommodation requests for larger or accessible units due to disability or medical need.

Over-Housed or Under-Housed Households

Households that do not meet the minimum or exceed the maximum occupancy limits may:



- Be denied admission if under- or over-occupied based on occupancy standards and availability.
- Be required to transfer to a different unit, if available, upon recertification or during continued occupancy, to maintain compliance and safety standards.

Exceptions:

- **Accessible Units:** When no qualified household requiring the accessible features exists, the unit may be leased to a non-disabled household with a signed agreement to transfer if a qualified applicant or tenant later needs the unit.
- **Reasonable Accommodations:** Modifications to occupancy standards will be considered to accommodate households with a disability as defined under Section 504, the ADA, and the Fair Housing Act.

Income Limits

Income limits are a critical eligibility component for affordable housing programs at Rhododendron Apartments. These limits are based on the Area Median Income (AMI) and are updated annually by the U.S. Department of Housing and Urban Development (HUD) and the U.S. Department of Agriculture Rural Development (USDA-RD). Income limits determine eligibility for USDA-RD units.

Rhododendron Apartments contains a mix of funding and rent structures, and income eligibility is determined by the regulatory requirements of each program layer, with USDA-RD as the governing (primary) program.

1. Determination of Area Median Income (AMI)

a. Definition:

Area Median Income (AMI) represents the midpoint of a region’s income distribution—meaning half of area households earn more than the AMI and half earn less. HUD updates AMI data annually, considering local economic and housing market conditions.

b. Adjustment for Household Size:

Income limits are scaled based on the number of persons in the household. Larger households have higher income thresholds to account for increased living expenses.

2. Program-Specific Income Limits

USDA-Rural Development (RD) Units:

USDA-RD establishes income limits for occupancy and continued eligibility under the Section 515 program. Households must meet Rural Development income eligibility requirements for the property’s designated program type (very-low, low, or moderate income).

At initial move-in, a household’s income may not exceed the maximum limit associated with the applicable set-aside level (typically 50% or 60% of AMI). Once qualified, households may remain eligible under the “next available unit” rule, even if their income increases, in accordance with IRS Section 42 and WSHFC compliance requirements.



3. Application of Income Limits

a. Initial Eligibility:

At the time of application, households must meet the applicable income limits based on household size and the specific unit's designation. Income eligibility is determined using gross annual income calculated in accordance with HUD, USDA-RD, and IRS regulations.

b. Ongoing Compliance:

- **USDA-RD Units:** Annual income recertifications are required in accordance with RD Handbook HB-2-3560 to determine continued program eligibility.

4. Impacts on Rent:

Rent is based on the approved RD Basic or Note rate rent structure, depending on subsidy and tenant income.

Rent Structure

All units at Rhododendron Apartments are subject to both U.S. Department of Agriculture Rural Development (USDA-RD) Section 515 requirements.

Rents are established and maintained to ensure compliance with all program requirements and to preserve long-term affordability for income-eligible households.

When programs impose differing rent limits, the most restrictive limit always applies.

1. USDA-RD Rent Determination

- USDA-RD approves the property's Basic and Note Rate rents annually based on the project's operating budget and debt service.
- Utility allowances are deducted from the gross rent when determining compliance with maximum rent limits.

2. Tenant Rent Contribution

- Households receiving USDA-RD Rental Assistance pay 30 percent of their adjusted monthly income toward rent; USDA-RD pays the remaining portion directly to the property owner.
- Households not receiving Rental Assistance pay the lesser of the Basic or Note Rate rent for their designated unit.
- All rent payments and subsidy determinations are processed in accordance with RD Handbook HB-2-3560, Chapter 7.

3. Rent Reviews and Adjustments

- Rents and utility allowances are reviewed annually as part of the RD budget approval process and whenever HUD issues new income or rent limits.
- Rent adjustments require prior written approval from USDA-RD.



- Tenants are notified in writing at least 30 days before any approved rent change, consistent with RD regulations and state landlord-tenant law.

Rent increases, if applicable, are implemented in accordance with Washington State landlord-tenant law and Housing Kitsap's rent adjustment policies.

Citizenship/Immigration Status

At least one household member must be a U.S. citizen or have eligible immigration status to qualify for occupancy under USDA-Rural Development (RD) program requirements.

Verification is conducted in accordance with 7 CFR § 3560.152 and 24 CFR § 5.500–5.528.

Households consisting entirely of members without eligible citizenship or immigration status are not eligible for assistance.

1. Eligible Immigration Statuses (examples, not exhaustive):

- U.S. citizens or nationals
- Lawful Permanent Residents
- Refugees or asylees
- Individuals granted withholding of removal
- Other categories recognized under HUD regulations

2. Ineligible Immigration Statuses

- Undocumented individuals
- Non-citizens who cannot provide acceptable documentation of eligible status

3. Verification

- Eligible status must be verified through acceptable documentation.
- Failure to provide required documentation within the specified timeframe may result in denial of eligibility or termination of assistance, consistent with USDA-RD guidance.

Social Security Number Requirements

Social Security Number (SSN) disclosure and verification requirements apply to all households applying for or receiving assistance under the **USDA-Rural Development (RD)** program at Rhododendron Apartments. These requirements ensure accurate income verification, identity confirmation, and program eligibility determination. Verification is conducted in accordance with **7 CFR § 3560.152** and **24 CFR §§ 5.216 and 5.218**.

Required Individuals

- All household members, regardless of age, must disclose and verify an SSN **except**:
 - Individuals who do not contend eligible immigration status.



- Children under six (6) years old who were added to the household within six months prior to the date of admission.

Households with members who do not have an SSN must complete a Certification of Ineligibility or Exemption in accordance with RD and HUD guidance.

Acceptable Documentation

Acceptable forms of SSN verification include:

- A valid Social Security card issued by the Social Security Administration, or
- An original document from a federal, state, or local government agency that includes:
 - The individual's name,
 - The SSN, and
 - Matching identifying information (e.g., date of birth or address).

Note: An IRS Individual Taxpayer Identification Number (ITIN) is **not** an acceptable substitute for a Social Security Number.

Verification Procedure

- SSN documentation must be presented for verification at the time of application or admission.
- If the applicant cannot appear in person, Housing Kitsap may accept a clear, legible copy of the SSN documentation submitted by mail or secure electronic delivery.
- Verification is documented in the tenant file and retained in accordance with USDA-RD and Housing Kitsap record-keeping requirements.

Signed Consent Forms

All adult household members (age 18 or older) are required to sign applicable consent and release forms as a condition of eligibility for tenancy at Rhododendron Apartments. These forms authorize Housing Kitsap to obtain and verify information necessary to determine eligibility, program compliance, and suitability for tenancy.

Required Forms

1. Authorization for Release of Information (Housing Kitsap Form)

This form is required for **all adult applicants** regardless of unit type (USDA-RD).

- It authorizes Housing Kitsap to collect and verify information related to:
 - Income and assets
 - Expenses
 - Criminal background
 - Rental history
 - Other eligibility or suitability factors

2. Rental Application Certification

- Required for all applicants.



- Confirms the applicant’s understanding and agreement to:
 - Participate in the screening process
 - Provide truthful and complete information
 - Authorize credit, criminal background, and landlord reference checks

3. USDA Rural Development Form RD 3560-8 – Tenant Certification

- Required under USDA-RD Handbook HB-2-3560 for all applicants.
- Documents income, asset, and household information for initial eligibility and annual recertifications.
- Must be signed by all adult household members and verified by Housing Kitsap.

4. Rental Application Certification

- Required for all applicants.
- Confirms the applicant’s understanding and agreement to:
 - Participate in the screening process
 - Provide truthful and complete information
 - Authorize credit, criminal background, and landlord reference checks

5. Designation of Tenant Representative (if applicable)

- Optional form for single-member households.
- Allows the tenant to designate a representative who may act on their behalf if they become unable to manage housing-related matters independently.

Capacity to Enter a Legal Agreement

To be eligible for admission to Rhododendron Apartments, the head of household or any other member signing the lease must have the legal capacity to enter into a binding contract under Washington State law.

- Applicants must be at least 18 years of age, or otherwise legally emancipated.
- Applicants must not be under guardianship or conservatorship that limits their ability to enter into contracts, unless a court-appointed representative is authorized to act on their behalf.
- Housing Kitsap may require documentation if there is uncertainty regarding an applicant’s legal capacity to sign a lease agreement.

Good Standing Requirement for Current Housing Kitsap Tenants

Current Housing Kitsap tenants applying to transfer into Rhododendron Apartments or requesting to add an additional adult household member must:

- Be current on all financial obligations, with no debt owed to Housing Kitsap.
- Have no lease violations or non-compliance notices within the past three (3) months.
- Pass a unit inspection verifying the home is maintained to Housing Kitsap’s housekeeping standards.



Failure to meet these requirements will result in denial of transfer or household addition requests.

Suitability Criteria

Housing Kitsap is responsible for screening and selecting applicants for Rhododendron Apartments in accordance with applicable federal, state, and local laws. All applicants will be evaluated using uniform, objective, and non-discriminatory procedures to determine whether they can meet the essential obligations of tenancy.

To support this process, Housing Kitsap uses an external screening service (Yardi Screening) and other verification tools to conduct background checks related to credit history, criminal activity, and rental history.

Suitability screening is based on documented and reasonable evidence of the household's ability to comply with the lease and community rules. Housing Kitsap may consider:

- History of meeting financial obligations, including rent and utility payments.
- Ability to maintain housing in a safe and sanitary manner (independently or with assistance).
- Housekeeping or behavioral habits that may adversely affect health, safety, or peaceful enjoyment of others.
- Documented history of criminal activity involving violence, property damage, drug-related activity, or other conduct that threatens the health/safety of residents, staff, or the community.
- Pattern of disturbing neighbors, destruction of property, or repeated lease violations.
- History of fraud or misrepresentation in connection with federal or state housing programs.
- Ongoing or recent abuse of alcohol in a manner that interferes with the safety or peaceful enjoyment of others.

Verification of Suitability for Tenancy

Housing Kitsap will verify each applicant's suitability for tenancy using consistent and non-discriminatory screening methods, in accordance with the Fair Housing Act, Section 504 of the Rehabilitation Act, the Violence Against Women Act (VAWA), and applicable state landlord-tenant laws (RCW 59.18).

Rental History Review

- A three-year rental history will be reviewed for all adult household members.
- Applicants will be asked to provide landlord contact information and to explain any gaps in rental history. Housing Kitsap will consider circumstances such as homelessness, military service, disability-related institutionalization, or other mitigating factors when evaluating rental history.
- Housing Kitsap will contact current and former landlords to request written verification of tenancy.
- Additional research may include a check of public court records through the Washington Courts Odyssey Portal to identify any prior unlawful detainer (eviction) actions.



Credit History Check

- A credit screening will be completed for all adult household members using Yardi Screening.
- A lack of credit history alone will not result in denial.
- Screening results will be evaluated based on patterns of behavior and the applicant's ability to meet financial obligations. Medical debt, student loans, or other non-housing debt will not be used as the sole basis for denial.
- Applicants with negative credit history may mitigate findings by demonstrating repayment arrangements, resolution of debts, or other evidence of financial stability.

Confidentiality

All information obtained through rental history, credit checks, criminal background checks, or court records will be kept strictly confidential and used solely for the purpose of determining housing eligibility and suitability.

- Information will be stored securely in accordance with Housing Kitsap's records management and data retention policies.
- Access will be limited to Housing Kitsap staff or agents with a legitimate business need.
- Information will not be disclosed to third parties except as required by law, regulation, or court order.
- Screening determinations will be documented in the applicant's file, but underlying records will not be misused or shared in ways that could violate applicant privacy.

This practice is consistent with HUD's requirements for safeguarding applicant and tenant information (24 CFR § 5.212) and with Washington's Privacy Act (RCW 42.56) regarding protection of personally identifiable information.

References

Applicants must have favorable, or no unfavorable, references from prior landlords, personal contacts, or credit-related sources. Housing Kitsap will give due consideration to mitigating circumstances if negative references exist, particularly when such issues are linked to past homelessness, disability, domestic violence, or other relevant hardships.

Applicants who do not have verifiable rental or credit history will not be automatically denied. Consistent with HUD's guidance on removing barriers to housing (HUD Notice PIH 2015-19, "Guidance for Public Housing Agencies (PHAs) and Owners of Federally-Assisted Housing on Excluding the Use of Arrest Records in Housing Decisions") and the Fair Housing Act, Housing Kitsap recognizes that lack of traditional rental or credit history may disproportionately affect protected classes.

Accordingly, applicants without verifiable rental or credit history may provide at least three personal reference letters from reliable sources other than relatives or close friends, such as:

- Clergy members



- Educators
- Employers
- Social workers
- Health care providers

These references must be written, dated, and include the contact information of the person providing the reference. Their purpose is to evaluate the applicant's ability to maintain a lease, meet obligations, and interact respectfully within a community setting.

Criminal Background

A criminal background screening will be conducted for all household members age 18 and older, including any approved live-in aides.

- **Screening Tools:** Housing Kitsap uses Yardi Screening and the Washington Courts Odyssey Portal to obtain and review criminal conviction records.
- **Scope of Review:** The screening will evaluate relevant criminal convictions consistent with Housing Kitsap's criminal background criteria, applicable lookback periods, and HUD regulations at 24 CFR § 982.553 and § 983.2.
- **Limitations on Use:**
 - Arrests not resulting in conviction will not be used as the sole basis for denial, consistent with HUD Notice PIH 2015-19.
 - Expunged, vacated, or sealed records will not be considered.
- **Applicant Rights:** Applicants will be given written notice of any potentially disqualifying information and an opportunity to dispute the accuracy of the record or provide mitigating evidence prior to a final determination.
- **Confidentiality:** All criminal background information will be kept confidential, used solely for the purpose of determining housing eligibility, and maintained in compliance with Housing Kitsap's records management and privacy policies.

Confidentiality and Applicant Rights

- **Confidentiality:** Criminal records and screening reports will be kept confidential, securely stored, and not misused. Records will be disposed of in accordance with Housing Kitsap's data retention policies.
- **Documentation:** All screening determinations, including those related to criminal background, will be documented in the applicant's file.
- **Right to Dispute:** If an applicant is denied housing due to the results of a criminal background check or is identified on a sex offender registry, they will be notified in writing and given the opportunity to dispute the accuracy of the information prior to a final determination.

Criminal Background Screening

Housing Kitsap is committed to maintaining safe, welcoming communities at Rhododendron Apartments in compliance with all applicable federal, state, and local laws. Screening for criminal history will be conducted fairly and consistently in accordance with:



- Applicable provisions of the Fair Housing Act, Section 504 of the Rehabilitation Act, and the Violence Against Women Act (VAWA)
- Washington State Law Against Discrimination (RCW 49.60) and other relevant civil rights protections

All applicants for Rhododendron Apartments will be screened using consistent criteria. Individualized assessments will be conducted where required. Denials based on criminal history will follow proper notice and appeal procedures as outlined in this plan.

Mandatory Federal Exclusions

In accordance with federal law (24 CFR § 960.204; 24 CFR § 982.553), Housing Kitsap will deny admission to any household in which a member:

- Is subject to a lifetime registration requirement under a state sex offender registration program, regardless of the state in which the offense occurred.
- Has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

Discretionary Grounds for Denial

Housing Kitsap may deny admission if, within the past seven (7) years, any household member has engaged in criminal activity that presents a current threat to the health, safety, or peaceful enjoyment of the premises by other residents, staff, or the community. This may include:

- Violent criminal activity such as assault, robbery, homicide, or kidnapping.
- Drug-related criminal activity, including manufacturing, selling, or possessing with intent to distribute.
- Criminal sexual conduct, including predatory or high-risk behavior.
- Weapons offenses involving firearms or dangerous weapons.
- Serious property crimes, such as arson, burglary, or significant fraud.

A pattern of multiple misdemeanors within three years — particularly those related to violence, property destruction, or drugs — may also form the basis for denial if the pattern presents a risk to community safety.

Limits on Use of Records

- Arrests not resulting in conviction will not be used as the sole basis for denial (HUD Notice PIH 2015-19).
- Expunged, vacated, or sealed records will not be considered.
- Consideration will be given only to convictions or documented patterns of behavior indicating ongoing risk.

Case-by-Case Review & Mitigating Circumstances



Housing Kitsap will conduct an individualized assessment of any potentially disqualifying criminal history. Applicants will be given an opportunity to provide documentation supporting admission despite the history, including:

- Nature, severity, and recency of the offense
- Age at the time of the offense
- Time elapsed and conduct since the offense
- Evidence of rehabilitation (e.g., treatment, education, community service)
- Participation in reentry or support programs
- Letters of recommendation from employers, service providers, or others
- Court or legal documents showing expungement, dismissal, or resolution of charges

Applicants will have ten (10) business days from notification of potential denial to submit documentation. A final determination will be made only after considering all information provided.

Behavioral Grounds for Denial

Housing Kitsap may deny admission if a household member has engaged in abusive, threatening, or violent behavior toward staff, residents, or the public that endangers the housing environment. This may include:

- Verbal abuse or use of racial epithets.
- Intimidating gestures or threats of violence.
- Behavior that disrupts the safe operations of the housing program.

Previous Housing History

The past three (3) years of rental history will be verified. If landlord(s) of the past three (3) years provide negative reports regarding keeping of lease terms, payment of rent and other occupancy obligations, housekeeping habits, engaging in illegal activity, abuse or pattern of abuse of alcohol that interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants, eviction within the last three (3) years, or a history of disruptive behavior, the application will be denied.

Any applicant breaking a lease term with their current landlord will be required to provide documentation from their current landlord that any outstanding debt has been paid prior to lease signing as part of a Conditional Approval.

Current Housing Kitsap tenants must pass a unit inspection to determine if the unit has been maintained and housekeeping standards are being met when moving between units or different communities; this requirement does not apply to Reasonable Accommodations or VAWA transfers. These reports are verified as much as possible, and the applicant is given a fair opportunity to overcome negative reports by explaining mitigating circumstances. These explanations must be verified. Mitigating circumstances can include disability-related problems when there is the potential to overcome those problems through reasonable accommodation.



Clarification for current or former Housing Kitsap tenants, occupants, and lease holders; Housing Kitsap will review internal tenant records to compliment any third-party screening verifications which may include but are not limited to the following:

- Review of any current or past debt owed to Housing Kitsap
- Review of current or past lease violations or notices of non-compliance
- Ability to pass a housekeeping inspection within two weeks of the move to another Housing Kitsap community
- No unauthorized occupants or pets in the current household
- No unpaid tenant-caused damages

Adding Adult Household Members (Current Residents)

Current Housing Kitsap residents who request to add an additional adult household member must be in good standing with the agency. This includes, at minimum:

- No outstanding debt owed to Housing Kitsap.
- No issuances of lease violation or non-compliance notices within the past three (3) months.

Failure to meet these standards will result in denial of the request until the household demonstrates compliance.

Credit History & Screening Fees

Housing Kitsap conducts credit screenings for all adult applicants using Yardi Screening. Applicants are required to pay a screening fee at the time of application. Housing Kitsap does not accept comprehensive reusable tenant screening reports (CRTs) under RCW 59.18.257, as agency-owned affordable housing programs require program-specific verification beyond the scope of CRTs. A lack of credit history alone will not result in denial. Housing Kitsap evaluates credit history based on patterns of behavior and an applicant's demonstrated ability to meet financial obligations, consistent with HUD guidance on reducing barriers to housing (HUD PIH 2015-19).

Grounds for Rejection

An application may be denied if credit reports contain substantial negative information. Examples include:

- Civil judgments against the applicant that remain unresolved.
- Three (3) or more late payments made within the past three (3) years.
- Owing money to a previous or current landlord. Applicants with outstanding landlord debt will be denied unless they provide written documentation of an active repayment agreement and proof of timely payments made under that agreement for at least the most recent three consecutive months.
- Utility accounts in collection status. Applicants with outstanding utility debt will be denied unless they provide written documentation of an active repayment agreement and proof of timely payments made under that agreement for at least the most recent three consecutive months.



- An open bankruptcy.
- A closed bankruptcy within the past seven (7) years unless it was the result of a significant and unforeseen medical emergency, divorce, or the death of a spouse.

Evictions:

Applicants who have been evicted within the past three (3) years or who are currently under eviction will be denied. Exceptions may apply for evictions related to protections under the Violence Against Women Act (VAWA) or where a disability-related reasonable accommodation is applicable.

Conditional Approvals:

Applicants with a closed bankruptcy within the past seven (7) years must provide documentation showing that the bankruptcy was caused by medical emergency, divorce, or the death of a spouse.

Definition of Medical Emergency:

For purposes of this section, a medical emergency is defined as significant and unforeseen medical expenses that substantially impaired the household's ability to meet financial obligations.

Required Denial of Admission

Housing Kitsap will deny admission to Rhododendron Apartments if any household member:

1. **Fails to meet eligibility criteria.**
2. **Fails to provide required information or documentation.**
3. **Fails to respond to written requests for information** (including failure to declare continued interest in the program).
4. **Fails to complete any aspect of the application process**, including missing scheduled appointments.
5. **Is currently engaged in illegal drug use.**
 - *Definition of "Currently Engaged In":* Any illegal drug use within the previous twelve (12) months is considered current unless the individual has successfully completed a supervised drug rehabilitation program.
 - *Marijuana Clause:* Marijuana is classified as a federally controlled substance under the Controlled Substances Act (CSA) [21 U.S.C. 802]. While marijuana is legal under Washington State law, it remains prohibited under federal law. Because Rhododendron Apartments is subject to federal funding requirements, illegal drug use, including marijuana, may be grounds for denial in accordance with federal law. Housing Kitsap may, at its discretion, deny or terminate assistance for an individual engaged in marijuana use without denying or terminating assistance for the rest of the household.
6. **Has a history of drug-related criminal activity.**
 - Housing Kitsap will deny admission to any household with a conviction for the manufacture or production of methamphetamine on the premises of federally assisted housing.



- Housing Kitsap may consider admission for applicants evicted from federally assisted housing for drug-related criminal activity within the past seven (7) years if they can provide either:
 - i. Evidence that the household member responsible has completed a supervised drug rehabilitation program; or
 - ii. Verification that the household member responsible is no longer part of the household.
- 7. **Has a household member subject to a sex offender registration requirement.**
 - Housing Kitsap will screen using the **Dru Sjodin National Sex Offender Database**.
 - Admission will be denied to any household with a member subject to lifetime registration as a sex offender under any state program.
- 8. **Has a history of criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises.**
 - Housing Kitsap will consider all credible evidence, including convictions, evictions, and reliable documentation from courts, treatment providers, or community-based organizations.
 - Convictions will carry more weight than arrests, and arrests without conviction will not be the sole basis for denial.

Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

No applicant will be denied admission based solely on criminal activity directly related to being a victim of domestic violence, dating violence, sexual assault, or stalking, in accordance with the Violence Against Women Act (VAWA) and Housing Kitsap's Domestic Violence policy.

Other Reasons for Denial

Housing Kitsap will deny admission if it determines that the household:

1. Has a pattern of unsuitable past performance in meeting financial obligations, including rent, within the past three (3) years.
2. Has a pattern of disturbance of neighbors, destruction of property, or poor living/housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other tenants within the past three (3) years.
3. Has misrepresented or failed to provide complete information related to eligibility, including criminal or rental history, income, award of preferences for admission, expenses, family composition, or rent.
4. Has committed fraud, bribery, or any other corrupt or criminal act in connection with a federal program.
5. Has engaged in or threatened violent or abusive behavior toward Housing Kitsap staff, contractors, or anyone acting on behalf of the agency.

Application Denial and Notification Procedures

If an applicant is determined to be ineligible for housing based on program requirements or suitability criteria, Housing Kitsap will issue a formal written denial notice. A **Notification of Adverse Action** will



be sent within two (2) business days of the determination. Denial may occur at any point during the application process if the applicant is found not to meet program eligibility or suitability standards.

Reasons for Denial May Include:

- Failure to meet income, household composition, or immigration/citizenship eligibility requirements
- Negative criminal background, rental history, or credit screening results
- Failure to provide required documentation or respond to information requests
- Misrepresentation or omission of information on the application
- Violation of program requirements
- Refusal to sign required forms or releases
- Ineligibility based on unit occupancy standards

Notification Requirements

All denial notices will be sent by U.S. mail and, if the applicant has consented, also by email. Each notice will include:

- A clear explanation of the reason(s) for denial
- A statement of the applicant's right to request an informal review or appeal
- Instructions for how to request a review, including the deadline to respond (**no fewer than 10 calendar days** from the date of the notice, per 24 CFR § 982.554)
- Information on the applicant's right to request a reasonable accommodation
- A reminder that individuals may not be denied solely based on domestic violence victim status, in accordance with the **Violence Against Women Act (VAWA)**

Appeals and Informal Review Process

Applicants who receive a denial may request an **informal review** within ten (10) calendar days of the date on the denial notice.

- Requests must be submitted in writing to the management office.
- Housing Kitsap will schedule the review and issue a written outcome within ten (10) business days of the meeting or receipt of documentation.
- Reviews will be conducted by staff not involved in the initial denial decision, ensuring impartiality.

If the denial is upheld, the applicant may reapply if their circumstances change and they become otherwise eligible.

Reinstatement

Applicants may be reinstated if:

1. The denial resulted from Housing Kitsap error;
2. The applicant provides documentation showing that the denial was based on an error or misunderstanding of information previously submitted, and Housing Kitsap determines the household is eligible.



3. The applicant demonstrates a qualifying hardship or submits a reasonable accommodation request that alters the original determination.

IV. Tenant Selection Criteria for Rhododendron Apartments Units

Rhododendron Apartments consists of 16 units; US Department of Agriculture Rural Development (USDA-RD) Section 515 Program (USDA-RD).

Tenant selection processes vary by program type to ensure compliance with all applicable federal, state, and local regulations, while maintaining fair and consistent leasing practices across the community.

Wait List Management

Leasing and Waitlist Management

Rhododendron Apartments maintains a single waiting list for all USDA-Rural Development (RD). This list is administered in accordance with USDA-RD Handbook HB-2-3560, Section 4.14, and applicable federal and state program regulations to ensure equitable, transparent, and nondiscriminatory leasing practices.

USDA-RD Units

- A unified waiting list is maintained for all program-eligible units at Rhododendron Apartments.
- The waiting list remains open year-round, and applications are accepted on a continual basis.
- Applicants are placed on the list in date-and-time order of receipt of a completed application.
- Priority for selection is determined by USDA-RD occupancy priorities (e.g., very-low-income households, then low-income, then moderate-income).
- When a unit becomes available, it is offered to the next eligible applicant whose household size and income meet the occupancy and program requirements for that unit.
- If an applicant declines an available unit without good cause, the application will be removed in accordance with USDA-RD policy.

Screening and Eligibility

All applicants are screened in accordance with Housing Kitsap's Tenant Selection Criteria and USDA-RD Handbook HB-2-3560 (Chapter 4) requirements. Screening includes:

- Verification of income, assets, and household composition;
- Review of rental and landlord history;
- Criminal background screening; and
- Assessment of the household's ability to comply with lease obligations.

Opening and Closing of the Wait List

- The Rhododendron Apartments waiting list remains open year-round for USDA-Rural Development (RD).



- Housing Kitsap may temporarily **close** the waiting list if the number of eligible applicants is sufficient to fill expected vacancies within a reasonable period, as permitted under **USDA-RD Handbook HB-2-3560 § 4.14**.
- Any closure or reopening of the waiting list will be **publicly announced** to ensure transparency and equal access.
- Public notices are distributed through the following methods:
 - Housing Kitsap’s website: www.housingkitsap.org/future-tenants
 - Local newspapers of general circulation
 - Notices posted at Housing Kitsap’s main office and the Rhododendron Apartments management office
 - Accessible formats and languages upon request, in compliance with **Section 504, ADA, and Fair Housing Act** requirements
 - When the list is closed, no new applications will be accepted; applicants already on the list will continue to be processed in date-and-time order of completed application.

Application Procedures

Applications are accepted year-round unless the waiting list is formally closed.

- All prospective household members age 18 or older, or emancipated minors, must submit a complete application. Incomplete applications will not be placed on the wait list.
- All individuals who intend to reside in the unit must be listed on the application. Unlisted persons may not move in without prior approval.
- Reasonable Accommodation requests will be considered as needed (e.g., accessible units, larger units for disability-related reasons).

Submission Methods

- Online via www.housingkitsap.org
- Paper applications available by request:
 - At the Housing Kitsap main office
 - By email (rhododendron@housingkitsap.org)
 - By USPS mail

Application Assistance

Applicants may contact the Rhododendron Apartments management office at (360) 779-6939 or email rhododendron@housingkitsap.org for assistance.

Public Notice and Accessibility

- Information about the waitlist is made available through:
 - Housing Kitsap’s website: www.housingkitsap.org/future-tenants
 - Notices posted at Housing Kitsap’s main office and the Rhododendron Apartments management office



- Accessible formats upon request for applicants with disabilities or limited English proficiency

Income Targeting

Selection for occupancy follows USDA-Rural Development (7 CFR 3560.152):

- Priority is given in the following order, as required by USDA-RD:
 1. Very-low-income households ($\leq 50\%$ AMI)
 2. Low-income households ($\leq 80\%$ AMI)
 3. Moderate-income households ($\leq 115\%$ AMI, if eligible under RD rules)
- When two or more applicants are otherwise eligible, preference is given to the applicant who applied first (date-and-time order).
- For layered funding, the most restrictive program requirement (RD) will govern eligibility and rent restrictions.

Selection Process

When a unit becomes available:

1. The next eligible household on the waiting list is contacted in **date-and-time order**.
2. If the applicant is no longer interested or fails to respond within ten (10) business days, the next applicant is contacted.
3. Applicants who decline an available unit without good cause will be removed.

Eligibility verification includes, but is not limited to:

- Household size and composition
- Total household income and assets
- Allowances and deductions (if applicable)
- Rental history and landlord references
- Credit history and criminal background screening

All documentation must be provided prior to move-in and maintained in accordance with Housing Kitsap's records management policy.

Eligibility Determination

Eligibility determinations may be completed:

- In person
- By mail or email
- Online through RENTCafé (if applicable)

Verification includes, but is not limited to:

- Household size and family composition
- Total household income and assets
- Allowances and deductions (if applicable)



- Rental history
- Credit history
- Criminal background screening

Documentation Requirements

Applicants must provide government-issued photo ID, birth certificates, Social Security cards, and other required documentation. All documents are reviewed and retained in accordance with Housing Kitsap's records management policy.

Income and Asset Verification

- Verified through third-party sources whenever possible.
- May include written verification, third-party portals, or Yardi Screening.
- All adult household members must sign required consent forms. Refusal is grounds for denial.

Refusal of Unit Offer

Applicants who refuse a unit offer without good cause will be removed from the wait list.

Hardship Exceptions

An applicant may appeal removal within ten (10) business days if the refusal was due to hardship, including:

- Being legally or financially bound by an active lease, this is a single time hardship qualification
- Documented medical emergency or hospitalization (10 business days or more)
- Other significant, verifiable, temporary barriers to move-in

If approved, the applicant will be reinstated to their original wait list position.

Annual Wait List Update

To ensure accuracy, Housing Kitsap conducts an annual update of the Rhododendron Apartments wait lists.

- Notices are mailed (and emailed if available) requesting applicants confirm continued interest and provide updated household information.
- Applicants must respond within ten (10) business days.
- Failure to respond results in removal unless due to Housing Kitsap error or a documented hardship (e.g., medical emergency, disability-related barrier, or circumstances protected under VAWA).
- Returned mail with no forwarding address results in removal; with forwarding address, the notice is resent.

Questions about Wait List Status

Applicants may contact the Rhododendron Apartments management office at (360) 779-6939 or email rhododendron@housingkitsap.org.



V. Move In

Initial Inspection

- A move-in inspection will be conducted jointly by the tenant and the Property Manager to document the condition of the unit at the time of occupancy.
- Both parties will sign the inspection form, which will be retained in the tenant's file and referenced at move-out to determine responsibility for damages beyond normal wear and tear.

Security Deposit

- A security deposit equal to one (1) month's tenant rent is required prior to move-in, unless a written payment plan is approved in advance.
- Housing Kitsap permits the deposit to be paid in equal installments based on the approved Security Deposit Payment Agreement form. Longer payment arrangements may be approved by the Regional Director of Property Management on a case-by-case basis.
- All deposits must be submitted by cashier's check or money order.

First Month's Rent

- A prorated amount of rent for the first month is due at the time of the move-in appointment.
- Payment must be made by cashier's check or money order.
- Note: Security deposit and rent payments must be made using separate instruments (separate cashier's checks or money orders).

Utility Setup

- During the move-in appointment, tenants will sign an authorization form permitting Housing Kitsap to notify Puget Sound Energy of the tenancy start date.
- Electricity will be transferred into the tenant's name effective on the move-in date.
- Any other utilities billed directly to the tenant must also be set up in the tenant's name as of the move-in date.

Renter's Insurance

- Renter's insurance is strongly recommended but not required.
- Tenants are encouraged to obtain personal property and liability coverage, as Housing Kitsap's insurance does not cover loss, damage, or theft of tenant-owned belongings.

Lease Agreement Review and Execution

- All adult household members and emancipated minors are required to attend the move-in appointment to review and sign the lease agreement and all applicable addenda.
- Required addenda may include, but are not limited to:
 - Grievance Procedure
 - House Rules



- Lead-Based Paint Disclosure (if applicable)
 - Violence Against Women Act (VAWA) notice of rights and obligations
 - Utility allowance schedule acknowledgment (if applicable)
 - Other property- or program-specific addenda as required by HUD or Housing Kitsap policies
- Tenants must pay all required fees and sign the lease agreement and related documents before keys are issued and possession of the unit is granted.

Reasonable Accommodation

- If a household member is unable to attend due to a verified disability or other hardship, Housing Kitsap will provide alternative signing arrangements in accordance with its Reasonable Accommodation Policy.
- Acceptable alternatives may include off-site signing, electronic signature (if available), or use of an authorized representative.

Copies and Recordkeeping

- A fully executed copy of the lease agreement and all addenda will be provided to the household.
- The original signed documents will be maintained in the tenant's file in accordance with Housing Kitsap's records management policies and HUD requirements.

Parking Permits (If Applicable)

- Parking permits are issued at the time of lease signing.
- Tenants will receive written instructions on parking rules, restrictions, and enforcement procedures applicable to the community.

Move-In Coordination

Move-In Deadline

- Households must sign the lease agreement and take possession of the unit within ten (10) business days of receiving written notice of approval.
- Move-in appointments must be scheduled during regular business hours (Monday through Friday, excluding federal holidays).
- Failure to complete the move-in process within this timeframe may result in withdrawal of the unit offer and selection of the next eligible household from the wait list.
- Extensions may be granted only for documented hardship or reasonable accommodation, with written approval from Housing Kitsap.

Move-In Hours

- To minimize disruption to other residents, physical move-ins (arrival of moving trucks, furniture delivery, or major household goods) must take place between 8:00 AM and 10:00 PM.



- Exceptions may be granted under reasonable circumstances (e.g., scheduling conflicts with moving services, weather delays) if advance notice is provided and management approval is obtained.
- Tenants are responsible for ensuring movers comply with community rules, including parking and use of common areas.

Failure to Move-In

- Housing Kitsap will hold a unit for an approved applicant for a maximum of ten (10) business days from the date of written notification of approval.
- If the applicant does not sign the lease agreement and take possession of the unit within this timeframe, the application will be canceled, and the unit will be offered to the next eligible household on the wait list.

Hardship Extension Requests

- Applicants may request a hardship extension of up to an additional ten (10) business days.
- Requests must be submitted in writing before the initial ten-day period expires and include a brief explanation of the hardship.
- Housing Kitsap will review the request and provide a written decision within three (3) business days.

Reasonable Accommodation

- If the inability to move in within the required timeframe is due to a verified disability-related need, Housing Kitsap will process the request under its Reasonable Accommodation Policy.
- In such cases, Housing Kitsap may transfer the household's application to the next available unit of the same bedroom size and program designation if the originally assigned unit cannot be held.

Failure to Act

- Failure to complete the move-in process without an approved extension will result in removal from the wait list in accordance with Housing Kitsap's Tenant Selection and Continued Occupancy Policy (TSCOP).
- Applicants who are removed for failure to move in may reapply during future wait list openings, provided they remain otherwise eligible.

Tenant Responsibility

- Tenants are responsible for completing all move-in procedures in a timely and professional manner, in accordance with Housing Kitsap policy and the lease agreement.
- Tenants must coordinate the physical move-in to minimize disruption to other residents, maintain safe access to common areas, and preserve the condition of the property.
- Any damage to common areas (including hallways, entryways, stairwells, elevators, parking areas, and grounds) caused during the move-in process will be the financial responsibility of the



tenant. Costs for repair or cleaning will be assessed to the tenant's account in accordance with Housing Kitsap's policies and the lease agreement.

- Tenants are encouraged to promptly report any pre-existing damage or maintenance issues observed during the move-in process to the property management office. Documenting such conditions ensures proper recordkeeping and protects the tenant from liability for damages not caused by their household or guests.
- Tenants are also responsible for ensuring that moving companies, delivery personnel, or other third parties acting on their behalf comply with community rules and procedures during the move-in.

Additional Provisions Regarding Pets

Common Household Pets

- Tenants may keep common household pets in their unit, provided the animal is traditionally kept in the home for companionship and not for commercial purposes.
- Permitted pets include:
 - Dogs and cats
 - Birds (non-predatory, caged)
 - Turtles
 - Small caged rodents (rabbits, guinea pigs, hamsters, gerbils)
 - Fish in aquariums not exceeding 10 gallons
 - Reptiles (other than turtles), snakes, insects, farm animals, and exotic or wild animals are not permitted.
- No more than two (2) pets are allowed per household.
- The size of any mature pet may not exceed 30 pounds in weight or 21 inches in shoulder height.

Pet Deposit

- \$300 refundable deposit for the first pet.
- \$50 refundable deposit for the second pet (maximum 2 pets).
- Total maximum pet deposit per unit: \$350.
- Deposit(s) must be paid before the pet is brought onto the premises, unless a written payment agreement is approved by Housing Kitsap.
- Pet deposits are separate from the standard security deposit.
- Pet-related damages, cleaning, or pest treatments may be charged against the pet deposit and/or the tenant account as allowed by the lease and law.

Assistance Animals (Service or Support Animals)

- Assistance animals are not pets and are exempt from pet fees, deposits, weight/breed limits, and numeric caps (ADA, Fair Housing Act, Section 504).
- If the disability-related need is not readily apparent, Housing Kitsap may request reliable third-party documentation confirming:
 1. the individual has a disability, and
 2. the animal provides disability-related assistance or support.



- General rules still apply (cleanliness, control, prevention of damage) so long as they do not interfere with the function/rights of the assistance animal.

VI. Continued Occupancy Requirements

Family Composition Changes

Immediate Reporting

- Tenants must report any change in household composition within ten (10) days of the change.
- This includes additions (e.g., birth, marriage, adoption) or removals (e.g., death, divorce, incarceration, permanent move-out).
- Failure to report timely may result in a notice of non-compliance and/or affect continued eligibility.

Prior Approval Requirement

- Written approval from Housing Kitsap is required before any new household member may move into the unit.
- Unauthorized occupants are a lease violation and may result in enforcement actions, including possible termination of tenancy.
- Good Standing Requirement: Current Housing Kitsap residents requesting to add an additional adult household member must be in good standing, defined as:
 - No debt owed to Housing Kitsap, and
 - No notices of non-compliance issued within the past three (3) months.

Documentation

- Tenants must provide official documentation to verify the household change. Acceptable documents include:
 - Birth certificates
 - Marriage licenses
 - Divorce decrees
 - Court custody orders
 - Government-issued identification
- Housing Kitsap may request additional verification as needed to confirm eligibility.

Impact on Assistance or Rent

- Household composition changes may affect rent, subsidy levels, or unit size eligibility.
- A revised certification will be completed.
- Tenants will receive written notice of any resulting changes.

Security Deposit

- If an adult household member is removed from the lease and formally released by a remaining adult household member:



- The vacating member relinquishes all rights to the apartment and any deposits held in trust.
- The remaining adult household members assume full financial responsibility for the tenancy and continued obligations under the lease.

Refusal to Complete Recertification Rent Consequences

Tenants at Rhododendron Apartments are required to complete an annual recertification of income and household composition as a condition of continued occupancy. This process ensures compliance with program requirements for USDA-Rural Development (RD) program.

USDA-Rural Development (RD) Units

- For households residing in RD-designated units, annual recertification is required under 7 CFR § 3560.152.
- Tenants must provide all required documentation by the stated deadline to verify continued income eligibility.
- Failure to complete recertification by the due date results in the tenant becoming ineligible for subsidy and being charged the note rent (full, unsubsidized rent) effective the first of the month following the missed deadline.
- If the tenant subsequently completes recertification and remains income-eligible, the rental assistance may be reinstated effective the first day of the month following verification and approval.
- Continued failure to comply may constitute a lease violation and result in termination of tenancy under the Washington State Residential Landlord-Tenant Act (RCW 59.18).

Failure to Report Changes in Household Composition or Income

Tenants at Rhododendron Apartments are required to report all changes in household composition or income within **ten (10) calendar days** of the change, in accordance with **USDA-RD HB-2-3560,**

Paragraph 6.23. Examples of reportable changes include, but are not limited to:

- Addition or departure of household members;
- Employment changes, including starting or ending a job;
- Increases or decreases in wages, benefits, or other sources of income;
- Changes in assets or asset income; or
- Changes in student status may affect eligibility.

Failure to report these changes may result in incorrect rent calculations or subsidy payments.

Consequences:

- The household may be required to repay overpaid rental assistance or subsidies that resulted from unreported income or household changes.
- Failure to report changes may be treated as misrepresentation or fraud, subject to lease termination under USDA-RD compliance regulations.
- Continued failure to comply may result in termination of tenancy under RCW 59.18.



Reinstatement:

If the tenant later provides required documentation and remains program-eligible, corrected rent and subsidy calculations may take effect the first of the month following verification.

Loss of Rental Assistance (USDA-Rural Development Households)

For households receiving **USDA-Rural Development (RD) Rental Assistance**, failure to complete annual recertification or to report required changes in household circumstances may result in **temporary or permanent loss of subsidy** in accordance with **7 CFR § 3560.158**.

When Rental Assistance May Be Lost:

- Failure to submit required documentation for annual recertification.
- Failure to report changes in income or household composition within ten (10) calendar days.
- Misrepresentation of household circumstances or income.
- Refusal to cooperate with verification or inspection requirements.

Consequences:

- The household will be responsible for the full note rent (unsubsidized rent) effective the first of the month following the loss of rental assistance.
- The tenant may be required to repay overpaid rental assistance that resulted from unreported or inaccurate information.
- Continued failure to comply may result in termination of tenancy under program and state landlord-tenant law.

Reinstatement:

Rental Assistance may be reinstated once the tenant complies with recertification or reporting requirements, provided funding is still available and the household remains income-eligible.

Penalties:

- Tenants may also be required to:
- Repay overpaid rental assistance or subsidy amounts caused by failure to disclose income or household changes; and/or
- Cover the cost of damages resulting from negligence, misuse, failure to maintain housekeeping standards, or unauthorized alterations to the unit or common areas.

Unit Inspections and Lease Compliance

Frequency: Housing Kitsap conducts annual unit inspections to ensure that all apartments meet health, safety, and maintenance standards in compliance with applicable federal, state, and local requirements.

Additional Inspections: May occur due to:

- Tenant-reported maintenance concerns
- Property-wide maintenance or renovation projects



- Suspected lease violations or unauthorized occupancy
- Follow-up on previously cited deficiencies

Tenants are required to allow reasonable access for these inspections as a condition of continued tenancy.

Notice of Inspection: Tenants will be provided with at least 48 hours' advance notice for any non-emergency inspection. Notice will be given in writing unless otherwise permitted by lease terms or applicable law. In emergency situations, no advance notice is required.

Housekeeping Standards: Units must be maintained in a clean, safe, and sanitary manner. Excess clutter is considered a lease violation when it:

- Creates health or safety hazards (e.g., trash accumulation, pest infestation), or
- Prevents safe **egress or ingress** in case of an emergency by blocking doorways, hallways, or windows intended as emergency exits.

Immediate Correction: Life-safety hazards, such as blocked exits, must be corrected immediately. Other deficiencies may be subject to a cure period as outlined in the lease or notice of non-compliance.

Follow-Up Inspections: If deficiencies or lease violations are observed during an inspection, Housing Kitsap may schedule a follow-up inspection to confirm correction. Failure to correct deficiencies within the specified timeframe may result in formal notices of non-compliance and potential lease enforcement action.

Move-In and Move-Out Inspections: A joint inspection will be conducted at both move-in and move-out. The condition of the unit will be documented on a standardized form signed by both the tenant and property management. This record establishes the unit's condition and helps avoid disputes regarding damage or repair responsibility.

Reasonable Accommodation and VAWA Protections: Tenants with a disability or those protected under the Violence Against Women Act (VAWA) may request a reasonable accommodation related to inspection scheduling or participation. Housing Kitsap will evaluate such requests in good faith and in accordance with applicable fair housing and civil rights laws.

Reporting and Handling of Maintenance Issues

As part of their residency, tenants are expected to support the health, safety, and upkeep of their unit and community. Residents must promptly report maintenance issues through the designated work order process and allow access for necessary repairs, inspections, and preventative maintenance. In non-emergency cases, Housing Kitsap will provide at least 48 hours' written notice before entering a unit. Residents are responsible for securing pets during maintenance visits and may be charged for damages beyond normal wear and tear. Active cooperation with maintenance procedures ensures safe, quality housing for all residents.



Response Time and Resident Responsibility

Housing Kitsap will respond to maintenance requests based on the severity of the issue:

- **Emergency Work Orders:** Issues that pose an immediate threat to health, safety, or property will be addressed within 24 hours.
- **Standard Work Orders:** Non-emergency repairs will typically be completed within 30 days.

Residents are expected to maintain their units in clean, sanitary, and safe conditions between inspections and service calls. This shared responsibility helps ensure the well-being of all residents and supports the effective maintenance of Housing Kitsap communities.

Failure to Cooperate with Maintenance

Tenants are required to provide reasonable access to their unit for scheduled maintenance, repairs, and inspections. Repeated refusal to grant access, failure to prepare the unit for scheduled work, or actions that otherwise prevent Housing Kitsap staff or contractors from completing required repairs may be considered a lease violation.

- **Advance Notice:** Except in emergencies, Housing Kitsap will provide at least 48 hours' written notice before entering a unit for maintenance.
- **Missed or Denied Entry:** If a tenant is not present or refuses entry at the scheduled time, Housing Kitsap may reschedule the appointment once. Continued refusal or lack of cooperation may result in written notice of non-compliance and potential lease enforcement actions.
- **Emergency Access:** In cases of imminent threat to health, safety, or property, staff may enter without advance notice. Tenants are required to cooperate fully with emergency entry and repairs.
- **Charge-Back Procedures:** Tenants may be charged for costs incurred when:
 - Vendors charge Housing Kitsap for missed or denied appointments.
 - Staff must make repeated trips due to tenant refusal, lack of preparation, or failure to secure pets.
 - Lock-outs or other tenant-caused delays prevent work from being completed.

Failure to cooperate with maintenance procedures undermines the health and safety of the community and may result in additional charges, formal notices of lease violation, or termination of tenancy in accordance with Housing Kitsap policy.

Unit Transfer Policy

Reasonable Accommodation Transfers

Transfers between units of the same bedroom size are permitted only when requested and approved as reasonable accommodation for a household member with a disability. The need must be verified and must relate to specific physical features required in the unit. Approved accommodation-based transfers receive priority over applicants on the wait list.



Transfers from Accessible Units

If there is no qualified applicant or current tenant who requires the accessible features of a vacant accessible unit, the unit may be offered to a household without disabilities. The household must enter into a Transfer Agreement stating that they will relocate to a comparable, non-accessible unit within the same property if a qualified household later requires the accessible features.

Tenant-Initiated Transfers

Requests for transfer to a larger unit will only be considered:

- After one full year of tenancy, and
- Only if the household composition has increased, requiring more space per occupancy standards.

To qualify, the household must:

- Be in good standing (no lease violations within the last 12 months or unpaid rent),
- Have no tenant-caused pest infestations or property damage,
- Pass a unit inspection of the currently occupied unit,
- Continue to meet program eligibility requirements for the new unit.

Administrative Transfers

Housing Kitsap may initiate a transfer when necessary to protect the health, safety, or well-being of the tenant or community, or to comply with program or property requirements. Examples include:

- Emergencies such as fire, flood, or other unit damage that renders the unit uninhabitable,
- Urgent safety or security concerns affecting the household,
- Capital improvement or rehabilitation projects requiring temporary relocation,
- Program compliance needs, including over-housed or under-housed status identified at recertification.

Tenants subject to an administrative transfer will be provided written notice, options for relocation within Housing Kitsap's portfolio (when available), and information regarding their rights under VAWA, Section 504, or other applicable protections.

Management Discretion

In addition to the criteria outlined above, Housing Kitsap reserves the right to consider other factors at management's discretion when reviewing transfer requests. Such considerations may include—but are not limited to—property needs, community stability, availability of units, or circumstances not specifically addressed in this policy.

All transfer requests must be submitted in writing and will be reviewed by Housing Kitsap on a case-by-case basis.

VII. Lease Compliance and Tenant Responsibilities

Adherence to Lease Terms

Tenants must fully comply with the lease agreement, including timely rent payment, adherence to



community rules and policies, and maintaining the cleanliness and condition of the unit and common areas. Lease violations may result in written warnings, Notices of Non-Compliance, or lease termination, in accordance with program requirements and applicable landlord-tenant laws.

Occupancy Requirements

Tenants must use the unit as their sole and primary residence. Subleasing, assignment of the lease, or allowing unauthorized persons to reside in the unit is prohibited and is a serious lease violation. Tenants must notify Housing Kitsap of any change in household composition or extended guests and must receive prior written approval for new household members.

Guest Policy

Guests are permitted; however, long-term stays must be approved in writing by Housing Kitsap.

- Guests who remain more than **14 consecutive days** or **30 cumulative days** in any 12-month period will be considered unauthorized occupants unless prior approval is obtained.
- Tenants are responsible for the conduct of their guests at all times. Unauthorized occupants may result in lease enforcement, including termination.

Noise and Nuisance Policy

Tenants and their guests must not interfere with the health, safety, or peaceful enjoyment of others. Excessive noise, disturbances, illegal activity, harassment, or disruptive behavior is prohibited and may result in enforcement actions, including eviction if warranted.

Rent Payment Obligations

Monthly rent is due in full on or before the first day of each month. Late or missed payments may result in late fees, lease violation notices, and potential initiation of termination proceedings. Tenants are encouraged to communicate early if they experience financial hardship.

Good Neighbor Expectations

Residents must treat neighbors, visitors, and Housing Kitsap staff with respect and civility. Verbal abuse, harassment, threats, or discriminatory conduct will not be tolerated and may result in formal lease enforcement. Tenants are responsible for the behavior of all household members and guests.

Housekeeping Standards

Tenants must maintain units in a clean, safe, and sanitary condition, including proper trash storage/disposal, avoiding excessive clutter, and preventing pest conditions. "Excessive clutter" includes any accumulation of items that:

- Blocks entry or exit pathways;
- Prevents access to windows, doors, or hallways needed for safe egress during an emergency; or
- Creates fire, health, or safety hazards.

Units found in poor condition may be subject to follow-up inspections and corrective action. Persistent violations may result in lease enforcement.



Alterations and Unit Modifications

No alterations without prior written approval from Housing Kitsap, including:

- Painting or wall treatments;
- Installing/removing flooring, appliances, or fixtures;
- Adding locks, security devices, or satellite dishes;
- Structural or electrical modifications.

Unauthorized alterations may result in enforcement and restoration charges.

Common Area Conduct

Respect shared spaces (hallways, laundry, parking lots, stairwells, playgrounds, and outdoor areas).

- No storage of personal items in hallways or common areas.
- Fire exits and pathways must remain clear at all times.
- Damage to common areas caused by tenants/guests is the tenant's financial responsibility.

Parking and Vehicle Policy

Where parking is available, only operable, licensed, and insured vehicles may be parked on the property. Prohibited actions include:

- Parking unlicensed, inoperable, or abandoned vehicles;
- Performing vehicle repairs or maintenance on site;
- Parking on grass/landscaping or in unauthorized areas.

Violations may result in towing at the tenant's expense.

Prohibition of Illegal Activity

Illegal activity on the premises is strictly prohibited and is a serious lease violation, including drug-related activity, violence, harassment, property destruction, or any activity threatening health, safety, or welfare.

Fire Safety and Appliances

Use appliances safely and only as intended. Prohibited:

- Operating grills, propane stoves, or open-flame heaters inside units or on balconies/patios;
- Tampering with smoke detectors, sprinklers, or other safety devices;
- Storing flammable materials in units/common areas.

Fire hazard conditions may result in immediate lease enforcement.

Pet Responsibilities

Tenants with pets or assistance animals must follow Housing Kitsap's pet policy. Pets must be supervised and not cause damage or disturbances or pose health/safety risks. Pet waste must be promptly cleaned and properly disposed. Unauthorized pets may result in lease action.

Smoking Policy

Housing Kitsap Homes is a smoke-free community. Smoking of any substance—including tobacco, marijuana, and the use of electronic or vapor devices—is strictly prohibited in all residential units,



common areas, vehicles parked in community lots, and on all Housing Kitsap–owned or managed properties.

- Violations may result in warnings, fines, or termination of tenancy.
- Tenants are responsible for ensuring household members and guests comply.
- Reasonable accommodation requests related to cessation support or alternative compliance strategies will be considered case-by-case.

Tenant Charge-Backs

Tenants may be charged for costs incurred due to tenant actions, negligence, or non-compliance, including:

- Damages beyond normal wear and tear (repairs/replacements);
- Missed vendor/maintenance appointments (outside contractor or HK fees for missed/denied access);
- Lockouts or lost keys (re-keying, lock replacement, or staff call-outs);
- Pest control (when infestations are due to housekeeping or unauthorized pets);
- Excessive trash/unit condition issues (cleaning, hauling, restoration).

Charges will be itemized in writing. Non-payment is treated as unpaid rent and may result in enforcement or termination.

Consequences of Non-Compliance

Failure to comply with this section—including lease terms, annual or interim recertification, reporting requirements, or other program obligations—may result in one or more of the following actions, as permitted under federal, state, and local regulations:

Lease Termination

Tenants who violate lease terms, fail to complete required recertification, submit false or incomplete information, or fail to pay rent may be subject to termination of tenancy. Prior to termination, Housing Kitsap will issue a written notice specifying:

- The violation(s),
- The corrective action required (if applicable), and
- The timeline to respond or cure the issue, in accordance with Washington State landlord-tenant law and applicable program requirements.

Penalties

Tenants may be required to:

- Repay overpaid rental assistance or subsidies that result from unreported income or household changes; and/or
- Cover costs of damages caused by negligence, misuse, failure to maintain housekeeping standards, or unauthorized alterations to the unit or common areas.

Reasonable Accommodation Consideration

If non-compliance is related to a disability, tenants may request reasonable accommodation before



formal enforcement actions are taken. Housing Kitsap will review such requests in accordance with its Reasonable Accommodation Policy and applicable fair housing requirements.

Complaints

Tenants, applicants, or individuals with relevant information may submit a written complaint to the property management office. If a disability prevents submission in writing, the individual may request a reasonable accommodation to provide the complaint in an alternative format.

Content of Complaints

Complaints should clearly describe:

- What occurred,
- When and where it happened, and
- Who was involved.

Complaints must be specific, factual, and submitted as soon as reasonably possible after the incident or discovery. Housing Kitsap may also initiate investigations based on inconsistencies discovered during file reviews, third-party verifications, or compliance monitoring. To initiate a formal investigation, the complaint must include at least one independently verifiable detail (e.g., name of an unauthorized occupant, date of violation, or corroborating documentation).

and Determination

All complaints will be evaluated based on the greater weight of credible evidence. Each investigation will seek to determine:

1. Whether a program error, lease violation, or program abuse has occurred;
2. Whether any money is owed to Housing Kitsap; and
3. What corrective measures or penalties, if any, should be taken.

If a lease or program violation is confirmed (and permitted under applicable regulations), Housing Kitsap may issue a Notice of Material Noncompliance with Lease and/or a Notice to Comply or Vacate, in accordance with state landlord-tenant law.

Notification to Complainants

Complainants will receive confirmation that their complaint has been received. Due to privacy regulations and Housing Kitsap policy, investigation outcomes or details will not be disclosed to third parties.

Notice Procedure for Nonpayment

When payment in full is not received, a 30-Day Notice of Termination will be issued on or before the 10th day of the month (or the next business day if the 10th falls on a weekend or holiday). Notices will be served by first-class certified mail and hand-delivered to the tenant's address of record.



Legal Process for Non-Payment of Rent

If the tenant does not pay in full or enter into a repayment agreement before the expiration of the 30-Day Notice of Termination, Housing Kitsap may refer the matter to legal counsel to initiate an Unlawful Detainer (eviction) action in accordance with Washington State's Residential Landlord-Tenant Act (RCW 59.18) and applicable program regulations.

Prior to filing, the tenant will be offered the opportunity to enter into a written repayment agreement. If the tenant declines this option or defaults on the repayment agreement, Housing Kitsap's attorney may proceed with filing the Unlawful Detainer action in Kitsap County Superior Court.

Termination of Tenancy

In accordance with federal regulations and Washington State landlord-tenant law, Housing Kitsap may terminate tenancy for material noncompliance with the lease, including but not limited to the following violations:

1. Nonpayment of rent or other charges.
2. Failure to complete required annual or interim recertification.
3. Any activity by a household member or guest that threatens the health, safety, or peaceful enjoyment of other residents, Housing Kitsap staff, contractors, or persons in the surrounding community.
4. Threats, harassment, or abusive behavior (verbal or physical) directed at Housing Kitsap staff, residents, or contractors.
5. Failure to provide timely and accurate information regarding household composition, income, or other eligibility factors.
6. Repeated failure to attend required appointments.
7. Failure to submit required documentation.
8. Refusal to allow unit inspections.
9. Failure to maintain the unit in a safe and sanitary condition.
10. Subletting or assigning the unit without prior written approval.
11. Using the premises for anything other than a primary residence (except approved home businesses).
12. Intentional destruction, removal, or damage of property or fixtures.
13. Failure to prevent guests from damaging the unit or common areas.
14. Permitting guests not listed on the lease to stay more than 14 calendar days within any 45-day period without prior written approval.
15. Disabling, tampering with, or failing to report a nonfunctioning smoke detector.
16. Fraud, bribery, or other criminal acts committed in connection with a federal housing program.
17. Manufacture of methamphetamine on the premises or in any federally assisted housing.
18. Violent or drug-related criminal activity by a household member.
19. Violent or drug-related criminal activity on the premises by someone under the resident's control.
20. Alcohol abuse that interferes with the health, safety, or peaceful enjoyment of others.
21. Any household member subject to a lifetime sex-offender registration requirement.



22. Current illegal drug use, or a pattern of drug use (including marijuana), that interferes with the health, safety, or peaceful enjoyment of others.
23. Criminal activity verified by conviction or other credible evidence.

Death of the Sole Household Member on the Lease

- **Live-in Aide:** A live-in aide is not entitled to remain in the unit and must vacate. Housing Kitsap may allow up to 15 calendar days or through the end of any prepaid rent period (whichever is greater) to vacate.
- **Executor or Responsible Party:** If identified, the executor, next of kin, or other responsible party will be allowed the greater of 15 calendar days or through the end of any prepaid rent period to retrieve belongings and return possession of the unit.
- **No Responsible Party Identified:** If no responsible party is located within a reasonable period, the unit will be treated as abandoned, and Housing Kitsap will proceed in accordance with its abandonment and personal property procedures under Washington State landlord-tenant law.

Termination Notice

Housing Kitsap will provide tenants with prompt written notice of termination, which will include:

1. A brief statement of the reason(s) for the decision.
2. The effective date of the proposed termination.
3. The household's right to grieve the termination in accordance with Housing Kitsap's Grievance Policy.
4. HUD Form 5380 (Notice of Occupancy Rights under VAWA) and HUD Form 5382 (Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking).
5. The right to request a reasonable accommodation.
6. A statement that if any resident remains in the unit after the termination date, Housing Kitsap may seek enforcement of the termination through the courts.

Service of Notice: Notices will be delivered to any adult household member answering the door. If no adult answers, the notice will be affixed to the door and sent by first-class mail to the unit address of record. Additional copies may also be mailed per Housing Kitsap legal counsel's instruction.

Mitigating Circumstances

For cases involving criminal or alcohol-related activity, Housing Kitsap will consider:

- The seriousness of the offense;
- Whether the leaseholder was directly involved;
- The impact on uninvolved household members; and
- Any steps taken to prevent recurrence (e.g., treatment participation, behavior contracts, or similar interventions).

Criminal Record Terminations

When termination is based on a criminal conviction or criminal history report:



- Housing Kitsap will notify the household and offer the individual and Head of Household the opportunity to view the record (copies will not be provided).
- The individual may submit evidence disputing the accuracy or relevance of the record.
- If termination proceeds, the household may contest the decision through a grievance hearing or in court.

Eviction Procedures

In accordance with RCW 59.18 (Residential Landlord-Tenant Act), Housing Kitsap follows a formal process for terminating tenancy and pursuing eviction when warranted. All eviction cases are filed at Kitsap County Superior Court (614 Division Street, Port Orchard, WA 98366).

Court proceedings generally follow these steps:

1. Call to Order – The judge reviews the case list and calls cases in order.
2. Opening Statements – Each party (or their attorney) may summarize their position.
3. Housing Kitsap’s Case – Presentation of evidence and/or witnesses supporting the claim (e.g., lease, notices, payment history).
4. Tenant’s Case – The tenant may present evidence or witnesses in defense.
5. Judge’s Questions – The judge may ask clarifying questions.
6. Judge’s Decision – The court may:
 - Grant Housing Kitsap’s request for a writ of restitution,
 - Approve a repayment agreement,
 - Dismiss the case, or
 - Take the matter under advisement (decision issued later).
7. Monetary Judgment – If awarded, the court may order the tenant to pay unpaid rent, damages, or fees.
8. Writ of Restitution – If granted, authorizes Housing Kitsap to regain possession of the unit through enforcement by the Kitsap County Sheriff’s Office.

Writ of Restitution Process (Summary)

Once the court issues a writ of restitution, the following steps occur:

1. Issuance – The writ is issued by the court clerk.
2. Delivery to the Sheriff – Housing Kitsap’s attorney delivers the writ to the Kitsap County Sheriff’s Office.
3. Posting of Notice – The Sheriff posts a Notice of Eviction at the unit, typically allowing 3–5 days for voluntary move-out.
4. Opportunity to Vacate – The tenant may vacate voluntarily within the timeframe.
5. Sheriff’s Enforcement – If the tenant does not vacate, the Sheriff conducts a physical eviction, removes occupants, and secures the unit.
6. Housing Kitsap’s Repossession – The property is re-secured (locks changed), inspected, and prepared for re-rental.
7. Storage of Personal Property – Housing Kitsap must store abandoned belongings as required under Washington law (generally 45 days). Tenants may reclaim belongings by paying storage costs.



8. Final Settlement – If a monetary judgment was awarded, Housing Kitsap may pursue collection through legal means (e.g., garnishment or liens).

VIII. Move Out

Types of Move-Outs

Voluntary Move-Out

Tenants must provide a written 20-Day Notice of Intent to Vacate. The 20-day period begins when Housing Kitsap receives the notice. Rent is due for the full month; partial months are not prorated.

Involuntary Move-Out

Tenants may be required to vacate after legal notices (e.g., Pay or Vacate, Comply or Vacate). Failure to comply may result in eviction through Superior Court.

Abandonment

A unit is considered abandoned if rent is unpaid and the tenant's actions indicate permanent vacating. Housing Kitsap may secure the unit after posting notice per RCW 59.18.

Death of Sole Occupant

If the sole leaseholder dies, rent remains the estate's responsibility until the unit is returned. Housing Kitsap will work with the executor or representative; if none is identified, the unit will be treated as abandoned under RCW 59.18.310.

Delivery of Notice to Vacate

Tenants must provide written notice of intent to vacate in accordance with Housing Kitsap's lease and program requirements.

Accepted Delivery Methods

- In person at the management office
- By first-class mail
- By fax
- By email, only if permitted by lease or written policy

Unacceptable Method

- Verbal notice will not be accepted

Notice Period

- At least 20 days' written notice is required
- The 20-day period begins when Housing Kitsap receives the notice



Important Notes

- To avoid unintended charges, notice should align with the start of a rental period (e.g., to vacate April 30, notice must be received by March 31).
- Late notice may result in financial responsibility for the following rental period.
- Tenants should retain a copy and proof of delivery.

For questions on notice requirements based on unit type or program, tenants should contact the property manager.

Canceling a Notice to Vacate

Tenants may request to cancel a Notice to Vacate only if the unit has not already been assigned to a new applicant (lease signed or approval issued).

Requirements

- Requests must be submitted in writing to the property manager
- Cancellation cannot be guaranteed once the unit is offered to an eligible applicant
- If reassignment prevents cancellation and no other units are available, the applicant's paid application fee will be refunded per Housing Kitsap's policy

Tenants are encouraged to notify Housing Kitsap promptly if their plans change.

Personal Property Storage Requirements

In accordance with RCW 59.18.310, when a tenant is evicted or vacates and leaves belongings behind, Housing Kitsap must:

- **Inventory:** Create a written inventory (with photos when possible) of items left.
- **Storage:** Store items in a safe location (on-site or off-site) for at least 45 days. The tenant is responsible for reasonable storage costs.
- **Notice:** Provide written notice by mail to the tenant's last known address and post at the unit. The notice must describe the items, storage location, costs, instructions for reclaiming, and the 45-day deadline.
- **Reclaiming:** Tenants may reclaim items within 45 days upon payment of storage costs.
- **Disposal:** If items are unclaimed after 45 days, Housing Kitsap may dispose of them by sale, donation, or other reasonable means. Proceeds from any sale will first cover storage costs, with remaining funds returned to the tenant. An additional 30-day notice will be given before any sale.
- **Documentation:** Housing Kitsap will maintain records of inventories, notices, storage/disposal receipts, and proof of mailing/posting.

Deposit Disposition Statement

In accordance with RCW 59.18.280, Housing Kitsap will provide a Deposit Disposition Statement within thirty (30) calendar days following the date a tenant vacates or abandons a unit. The statement will include an itemized list of any lawful deductions from the tenant's deposit, along with the balance of any funds owed to the tenant.



Permitted Uses of Deposit:

The deposit may be applied toward:

- Unpaid rent or other charges under the lease;
- Damage beyond normal wear and tear (e.g., holes in walls, broken appliances, excessive carpet damage);
- Excessive cleaning required beyond standard turnover.

Refunds and Deductions:

- An itemized list of deductions will be included with the disposition statement.
- Any refund will be mailed to the tenant's last known or provided forwarding address. Tenants are responsible for ensuring a forwarding address is on file at move-out.

Outstanding Balances:

- If the deposit does not cover the balance owed, Housing Kitsap will notify the tenant of the amount due.
- Tenants may request a repayment agreement.
- Failure to respond or comply may result in referral to a collection agency.

Recordkeeping:

Housing Kitsap will retain records of deposit dispositions, itemized deductions, and related correspondence in accordance with state law.

IX. Grievance Procedure

When Housing Kitsap makes a decision that negatively impacts an applicant or tenant, the household may be entitled to appeal. Applicants may request an informal review, and tenants may request an informal hearing. Housing Kitsap may also suggest an administrative file review to resolve concerns.

Informal Review Requests (Applicants)

- Applicants must request an informal review within 10 business days of receiving a *Notification of Adverse Action*.
- Requests must be in writing (delivered in person or by first-class mail to Housing Kitsap's main office, 2244 NW Bucklin Hill Road, Silverdale, WA 98383).
- The request must include:
 - Reason for the grievance;
 - Relief sought;
 - Supporting evidence; and
 - Any additional documentation for review.

Scheduling and Attendance

- Within 5 business days of receipt, Housing Kitsap will issue a written acknowledgement with the date, time, and location of the review.



- Reviews are held at Housing Kitsap’s main office.
- Reasonable accommodation requests must be included with the request.
- Arrivals more than 15 minutes late will be considered a no-show, and the original decision will stand.
- If supporting documents are not initially submitted, they may be presented at the review. Requested documents must be submitted within 3 business days of Housing Kitsap’s request.

Conducting the Review

- The reviewing officer will not be the staff member (or their subordinate) who made the original decision.
- The officer will conduct a full file review, considering both Housing Kitsap’s records and any applicant-provided evidence.

Consideration of Circumstances

When making a decision, Housing Kitsap will consider:

- The seriousness of the issue and its impact on other residents;
- The effect on household members not involved in the conduct;
- Culpability of individual household members, including minors, people with disabilities, or victims of domestic violence;
- The time elapsed since the conduct, recent history, and likelihood of future compliance;
- Evidence of participation in counseling or support services.

Informal Review Decision

- A written decision will be mailed within 10 business days of the review to the applicant (and representative, if applicable).
- The decision will address:
 - Whether the grounds for denial align with policy, program regulations, and nondiscrimination requirements;
 - The credibility and sufficiency of evidence;
 - Discretionary factors, where applicable.

Recordkeeping and Outcomes

- If denial is upheld, the decision will be documented in the applicant’s file. The applicant may reapply in accordance with Housing Kitsap’s reapplication policy.
- If denial is reversed, Housing Kitsap will resume processing the application promptly.

X. Record-Keeping and Reporting

Housing Kitsap maintains all records related to Rhododendron Apartments in accordance with applicable federal and state laws and program requirements, including but not limited to:



- Washington State Public Records Act (RCW 42.56)
- Washington Secretary of State’s Housing Authorities Records Retention Schedule
- Applicable privacy, data protection, and confidentiality laws governing resident information

Records Management

Housing Kitsap maintains accurate and complete records for all applicants and tenants, including:

- Initial applications and supporting documentation
- Income and eligibility determinations
- Lease agreements and addenda
- Recertifications, notices, correspondence, and grievance outcomes
- Inspection reports and compliance documents

Records are retained in accordance with the most restrictive retention requirements among funding sources and regulatory partners.

Confidentiality and Public Records

Housing Kitsap complies with the Washington State Public Records Act to ensure transparency in operations. Personally Identifiable Information (PII) and other confidential tenant or applicant data are protected from disclosure under applicable federal and state privacy laws, including HUD privacy standards.

Secure Storage and Destruction

Sensitive records are stored securely—both physically and electronically—and are accessible only to authorized staff. Once records have fulfilled their applicable retention requirements, they will be securely destroyed in a manner that ensures the protection of confidential and personally identifiable information.

Housing Kitsap follows best practices for record disposal, including:

- Shredding of paper records containing Personally Identifiable Information (PII);
- Permanent deletion of electronic records from secure systems;
- Documenting the destruction of records where required by federal program rules.

XI. Domestic Violence Policy

This policy implements the requirements of the Violence Against Women Act (VAWA) with respect to Housing Kitsap’s responsibilities regarding domestic violence, dating violence, sexual assault, and stalking.

This policy applies to all federally subsidized housing programs administered or managed by Housing Kitsap. Protections under this policy are available to all applicants and tenants, regardless of sex,



gender identity, sexual orientation, race, color, national origin, religion, familial status, disability, or age.

No applicant or tenant will be denied admission to, or evicted from, housing solely because they are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, if they otherwise qualify for housing.

Definitions

Actual and imminent threat: A physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. Factors include the duration of the risk, nature and severity of harm, likelihood of occurrence, and immediacy of the threat.

Adverse factor: Any factor used as a basis for denying admission or evicting a tenant.

Affiliated individual:

- A spouse, parent, sibling, or child of the victim;
- A person to whom the victim stands in the place of a parent/guardian; or
- Any individual, tenant, or lawful occupant living in the household of the victim.

Bifurcate: To divide a lease by law, so certain tenants/occupants may be removed while others continue occupancy under the same or revised lease requirements, depending on eligibility.

Bona fide claim: A claim of domestic violence, dating violence, sexual assault, or stalking that meets the requirements of the above definitions.

Confidentiality: Housing Kitsap will not enter victim information into shared databases or release such information to related entities except as required by law or court order, or with the victim's written consent.

Dating violence: Violence committed by a person in a social, romantic, or intimate relationship with the victim, determined by length, type, and frequency of the relationship.

Domestic violence: Felony or misdemeanor crimes of violence committed by:

- a. A current or former spouse of the victim,
- b. A person with whom the victim shares a child,
- c. A person cohabitating or who has cohabitated with the victim as a spouse/intimate partner,
- d. A person similarly situated to a spouse, or
- e. Any person against an adult or youth victim who is protected under applicable law.

Perpetrator: A person who commits domestic violence, dating violence, sexual assault, or stalking.



Sexual assault: Any nonconsensual sexual act prohibited by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Spouse or intimate partner: A person in a romantic/intimate relationship with the victim, determined by length, type, and frequency of interaction.

Stalking: Conduct directed at a specific person that would cause a reasonable person to:

- Fear for their own safety or the safety of others, or
- Suffer substantial emotional distress.

VAWA Protections

Under VAWA, applicants and tenants in all Housing Kitsap properties are entitled to the following protections:

- Incidents of domestic violence, dating violence, sexual assault, or stalking will not be considered serious or repeated lease violations by the victim and are not grounds for termination of tenancy or assistance.
- Housing Kitsap may terminate the tenancy of a perpetrator, even if they are not a signatory to the lease, through bifurcation.
- Housing Kitsap will honor all court orders addressing access to or control of the property.
- Victims may not be held to a “more demanding standard” than non-victims for eviction or termination.
- Housing Kitsap may evict a victim only if it demonstrates an actual and imminent threat to other tenants, staff, or service providers if tenancy continues.
- Greater protections provided by other laws are not superseded by VAWA.

Notification of Rights

Housing Kitsap will provide applicants and tenants with HUD Form 5380 (*Notice of Occupancy Rights*) and HUD Form 5382 (*Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation*):

- **Applicants:** At admission and at denial of admission.
- **Tenants:** With any eviction notice.

VAWA protections will be explained at pre-lease briefings and outlined in all denial and termination notices.

Verification of Claims

Housing Kitsap requires verification when an individual claims VAWA protections. Verification may be provided through one of the following:

1. **HUD Form 5382** – Signed written certification describing the incident(s).



2. **Third-party documentation** – Signed statement from a victim service provider, attorney, or medical/mental health professional, with perjury attestation by both the professional and the victim.
3. **Police or court record** – Official records describing the incident(s).
 - Verification must be provided within 14 business days of written request. Failure may result in loss of protections.
 - If conflicting information exists (e.g., multiple claims), third-party documentation must be provided within 30 calendar days.

Confidentiality

- All VAWA-related information will be kept confidential and separate from tenant files.
- Information will be kept in sealed manila envelopes, marked with a confidential identifier, and stored in locked cabinets.
- Records will be destroyed three (3) years after final resolution.
- Disclosure may occur only if:
 1. The victim provides written consent,
 2. Required for eviction proceedings, or
 3. Required by law.

Emergency Transfer Plan

Housing Kitsap provides an Emergency Transfer Plan in accordance with HUD guidance.

Eligibility:

- Victims who reasonably believe they face imminent harm if they remain in their unit.
- Victims of sexual assault occurring on the premises within 90 days of the transfer request.

Process:

- Tenants must submit a written request.
- Requests will be prioritized in accordance with Housing Kitsap's Transfer Policy.
- Tenants not in good standing may still qualify.

Confidentiality: The new unit location will remain confidential from the perpetrator.

Timing/Availability:

- Housing Kitsap will act as quickly as possible, but transfer approval and timing depend on unit availability and eligibility.
- If no safe units are available, Housing Kitsap will assist tenants in identifying other providers or community resources.

Safety Guidance:

- Tenants are encouraged to contact national and local hotlines for safety planning:
 - National Domestic Violence Hotline: 1-800-799-7233 (TTY: 1-800-787-3224)
 - RAINN Sexual Assault Hotline: 1-800-656-4673 / <https://ohl.rainn.org/online/>
 - Stalking Resource Center: <https://victimsofcrime.org/our-programs/stalking-resource-center>



XII. Rent Collection Policy

Purpose

This policy clarifies Kitsap County Consolidated Housing Authority dba Housing Kitsap (HK)'s policies and procedures for:

- Collection of rent and other charges
- Late charges and returned check assessments
- Rent collection processing, reconciliation, and monitoring

Collection of tenant charges is essential to the financial viability of Housing Kitsap communities and programs. Without a high and timely tenant rent collection rate, communities risk poor cash flow, which can result in reduced maintenance and accelerated property deterioration.

This policy establishes how residents must pay monthly rent, how and when late charges are applied, and the consequences of late or non-payment.

The policy is consistent with:

- HUD's Public Housing Authority Financial Management guidance
- Revised Code of Washington (RCW) Residential Landlord-Tenant Act, Chapter 59.18
- Fair Housing Act and Affirmatively Furthering Fair Housing (AFFH) requirements
- Housing Kitsap internal policies and procedures

Housing Kitsap actively pursues timely and full collection of tenant charges. Collections are applied to the communities and programs from which the charge originated. Cash payments are never accepted.

Goals

The rent collection policy is designed to:

1. Maintain Housing Kitsap resident accounts at a delinquency rate of no more than 3%.
2. Clarify rent collection policies for residents and staff.
3. Establish consistent procedures for repayment agreements and retroactive charges.
4. Streamline the eviction and legal process while ensuring compliance with state and federal law.

Rent Collection Procedures

Collection of Rent and Tenant Charges

- The initial payment (rent and security deposit) made at move-in must be paid at the community office by cashier's check or money order.
- Subsequent rent payments are due and payable in advance, without notice, on the first day of each month.
- Accepted methods: online (RENTCafé), check, money order, or cashier's check.
- Cash payments are never accepted. Signs stating "No Cash Payments Will Be Accepted" must be posted at all communities.



Rent Due Date & Grace Period

- Rent is due on the 1st of each month.
- A ten (10) calendar day grace period is provided in accordance with USDA Rural Development (Section 515) requirements.
- Rent not received by the close of business on the 10th day of the month is considered delinquent for purposes of late fee assessment.
- Late fees may not be assessed until after the 10th day has fully elapsed and will be charged on the 11th day of the month.
- Issuance of a Thirty (30) Day Notice to Pay Rent or Vacate, when applicable, may occur in accordance with Washington State law and the Lease is not dependent upon the late fee assessment date.

Late Fees and Returned Checks

- Late fee amount (RD lease requirement): A late charge of \$10.00 or five percent (5%) of the Tenant Contribution, whichever is greater, will be assessed.
- Timing (RD grace period): Late fees may not be assessed until after the ten (10) calendar day grace period has fully elapsed. If Tenant Contribution is not paid in full by the close of business on the 10th day of the month, the late charge will be assessed on the 11th day of the month.
- Application: The late charge is assessed one (1) time per month, does not compound, and applies only to the Tenant Contribution portion of rent.
- The late fee is assessed one (1) time per month, does not compound, and applies only to the Tenant Contribution portion of rent.

Returned checks (Non-Sufficient Funds, NSF):

- Tenants are charged the actual fee assessed by Housing Kitsap's bank.
- Effective April 1, 2026, the returned check/NSF fee will be a flat \$45.00 for all Housing Kitsap properties and residents.
- Replacement payment must be made in certified funds (cashier's check or money order).
- Check-writing privileges:
 - First NSF: personal checks prohibited for 6 months.
 - Second NSF: prohibited for 1 year.
 - Third NSF: prohibited indefinitely.

During any restriction period, all Tenant Contributions must be paid in certified funds.

Rent Collection Processing

Acceptable Payment Methods

- Online via RENTCafé (ACH or debit/credit).
- Check or money order (in person, drop box, or mail).
- CHECKscan (on-site electronic deposit of checks).



Daily Processing

- All payments must be entered into Yardi Voyager the same day received.
- Tenants requesting a receipt must be provided one using Housing Kitsap’s Rent Receipt Form.
- Drop boxes checked daily by authorized staff.
- Property managers are responsible for daily deposits and reconciliation.

CHECKscan & Deposits

- All checks scanned and deposited the same business day.
- Batch reports, deposit slips, and CHECKscan confirmations must be submitted daily to Finance.

Reconciliation & Monitoring

- Monthly reconciliation compares software receipts to bank deposits; discrepancies must be resolved by accounting staff.
- Senior Accountant reviews timeliness and accuracy of deposits; issues reported to Finance Director.
- Past-due reports are reviewed monthly by property managers to address outstanding balances.

Application of Payments

Payments are applied in the following order per RCW 59.18.283:

1. Rent
2. Late payments
3. Damages
4. Other fees, including attorney’s fees

If multiple charges exist, payment is applied to the oldest balance first. Credit balances are applied to future rent.

Notice of Nonpayment

If rent is unpaid by the 10th of the month, Housing Kitsap will issue a 30-Day Notice of Nonpayment in compliance with HUD’s Final Rule (effective January 13, 2025).

- Notice will itemize rent and other charges owed by month.
- Notice will explain how the tenant may cure the arrearage.
- Notice will be served in compliance with RCW 59.18 and HB 1003 (2025) — personally delivered, or if mailed, sent by certified mail with a copy left with a suitable person or conspicuously posted at the premises.

Failure to cure by the expiration of the 30 days may result in legal action.

Security Deposits

- Security deposits must be paid in full at move-in unless a repayment plan is approved under RCW 59.18.610.



- Deposits are not reduced during tenancy.
- Deposits and credits are not transferable between properties, except in cases of approved reasonable accommodations.

Other Tenant Charges

- Maintenance/Repair: Charges due the 1st of the 2nd month after billing; tenant responsible for damages beyond normal wear and tear.
- Extermination: Tenant responsible for infestations; charges due the 1st of the 2nd month after billing.
- Insurance Deductible: Tenant charged deductible for tenant-caused damages resulting in an insurance claim.
- Excess Utilities: Charges due the 1st of the 2nd month after billing.

Repayment Agreements

- Available when a tenant owes a debt (e.g., unauthorized assistance, damages, arrears).
- Agreements must be written, signed, and specify: total owed, reason, monthly payment, due date, and consequences of missed payments.
- Only one active repayment agreement at a time.
- Payments may not exceed 10% of monthly adjusted income, unless tenant voluntarily agrees otherwise.
- Tenants complying with repayment agreements will not face eviction for nonpayment.
- Failure to comply may result in termination of tenancy or legal action.

Debts Owed

- Voucher holders leaving with unpaid balances are reported in HUD's Enterprise Income Verification (EIV) Debts Owed module.
- Accounts may be reported to credit bureaus if no payment is received within 30 days.
- Unpaid debts may prevent future participation in rental assistance programs.

Prohibited Lease Clauses

Housing Kitsap lease agreements comply with RCW 59.18.230 and SB 5313 (2025). The following provisions are unenforceable and will not be included:

- Waiver of the right to pursue or participate in a class action.
- Arbitration agreements unless notarized and Housing Kitsap pays all costs.
- Nondisclosure agreements restricting tenants from discussing tenancy-related matters.



XIII. Policy Review and Updates

Continuous Review Process

Housing Kitsap is committed to fair, consistent, and legally compliant policies that support equitable tenant selection and continued occupancy. To ensure the Tenant Selection and Continued Occupancy Policy (TSCOP) remains aligned with regulations and community needs, Housing Kitsap will conduct ongoing review through:

- **Annual Internal Policy Review:** An annual evaluation of the TSCOP to confirm compliance with HUD, the Fair Housing Act, and other applicable laws.
- **Monitoring of Legal and Regulatory Changes:** Regular review of updates to federal, state, and local laws to ensure prompt policy adjustments.
- **Performance Monitoring:** Analysis of tenant selection outcomes, appeals, and complaints to identify patterns requiring adjustments for fairness, nondiscrimination, and housing stability.

Findings from the review process will guide amendments and revisions, maintaining transparency, consistency, and compliance.

Amendments and Revisions

Housing Kitsap may amend or update the TSCOP as needed to reflect changes in law, regulation, or operational best practices. Revisions may be initiated due to:

1. **Federal and State Compliance Updates** – Changes in HUD regulations, the Fair Housing Act, VAWA, ADA, or Washington landlord-tenant law.
2. **Operational Adjustments** – Modifications to improve efficiency, close policy gaps, or enhance fairness and equity.
3. **Board-Approved Changes** – Recommendations by the Board of Commissioners or executive leadership to strengthen clarity, effectiveness, or fairness.

All amendments will be documented, and updated versions of the TSCOP will be made publicly available. Changes affecting eligibility, screening, occupancy standards, or termination policies will be communicated to applicants and residents in a timely manner.

Revision History

Revision Date	Section(s) Revised	Description of Change	Approved By
04/22/2025	Initial Policy Adoption	Housing Kitsap has adopted a standardized framework for the Tenant Selection Criteria and Occupancy Policy (TSCOP) to ensure consistent, fair, and transparent leasing practices across its portfolio.	Board of Commissioners Resolution 2025-10
10/28/2025	Housing History, Credit, Required Denials,	Comprehensive update for Rhododendron Apartments: added	Board of Commissioners



Revision Date	Section(s) Revised	Description of Change	Approved By
	Application Denials, Move-In, Lease Compliance, Nonpayment, Termination, Move-Out, Deposit, Personal Property, Grievance, Policy Review	3+ late payments rule; clarified repayment agreements; strengthened marijuana/controlled substance clause; updated adverse action notices and reinstatement; revised deposit & pet policy; expanded housekeeping, guest, smoking, and charge-back standards; standardized nonpayment notice/repayment; detailed termination grounds & death-of-sole-occupant protocols; aligned move-out, deposit, and property storage with RCWs; expanded grievance procedures; added continuous review/revision tracking.	
1/27/2026	XII. Rent Collection Policy Rent Collection Procedures Late Fees and Returned Checks	Increased Non-Sufficient Fee; clarity regarding waiver of late fees.	Board of Commissioners