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Tenant Selection and Continued Occupancy Policy

**Viewmont East
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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 Viewmont East serves as a guiding document to ensure fair, consistent, and transparent management of tenant selection and ongoing occupancy. This plan has been developed to ensure compliance with all applicable federal, state, and local housing regulations relevant to the funding and program types at Viewmont East.

Viewmont East is a 76-unit community funded through the Project-Based Rental Assistance (PBRA) program and the Low-Income Housing Tax Credit (LIHTC) program. Accordingly, this Tenant Selection and Continued Occupancy Policy (TSCOP) is aligned with the regulatory requirements of the following:

- The Fair Housing Act
- The Low-Income Housing Tax Credit (LIHTC) Program, administered under Section 42 of the Internal Revenue Code and overseen by the Washington State Housing Finance Commission (WSHFC)
- The HUD Project-Based Rental Assistance (PBRA) program, administered under Section 8 by the U.S. Department of Housing and Urban Development (HUD)
- Washington State and local landlord-tenant laws applicable to all rental housing
- Any other applicable federal, state, or local regulations governing affordable housing programs or tenant protections

This TSCOP outlines the procedures used to determine eligibility, select applicants, verify information, and manage ongoing occupancy while promoting housing access in accordance 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. The TSCOP is designed to ensure that housing resources are allocated equitably and efficiently, while promoting the development of stable, diverse, and inclusive communities.

Scope

This plan applies to all housing properties managed by Housing Kitsap and governs both initial tenant selection and continued occupancy for current residents. It includes key procedures related to:

- 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
- Continued Occupancy
- Termination of Tenancy

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 Viewmont East are treated fairly, equitably, and without discrimination. This policy applies to all units at the property, including those funded through the Low-Income Housing Tax Credit (LIHTC) program, Project-Based Voucher (PBV) units administered by Housing Kitsap, and Market Rate units.

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 Housing Kitsap programs, all applicants must meet the following five requirements:

1. **Income Eligibility:** Housing Kitsap applies income eligibility criteria at the time of initial occupancy and during each annual or interim recertification. Income eligibility is determined in accordance with the Housing Opportunity Through Modernization Act (HOTMA), implementing regulations at 24 CFR Part 5, Subpart F, and HUD Handbook 4350.3 REV-1.
 - For **PBRA units**, household income must not exceed the HUD-published income limits for the area.
 - For **LIHTC eligibility**, annual income must fall within the applicable IRS Section 42 income limits in effect at the time of application.



- Households residing in dual-funded PBRA/LIHTC units must meet the more restrictive of the applicable income limits.

2. Asset Limits and Verification (HOTMA): HOTMA establishes thresholds and procedures for asset verification:

- If total net family assets are below \$50,000, the household may self-certify.
- If assets are \$50,000 or greater, third-party verification is required.
- Housing Kitsap will verify income from assets, and total asset value, as part of the income eligibility determination using HUD-approved methods.

3. Citizenship or Eligible Immigration Status (PBRA Requirement Only)

At least one household member must be a U.S. citizen or an eligible non-citizen to qualify for PBRA assistance.

- LIHTC-only units do not require verification of citizenship or immigration status.

4. Documentation of Social Security Numbers

Each household member must disclose and provide verification of their Social Security Number (SSN), unless they:

- Are under the age of 6 and have not yet been issued an SSN; or
- Are ineligible non-citizens not contending eligible immigration status (for LIHTC-only units).

Households applying for or residing in PBRA units must comply with HUD's SSN disclosure and verification requirements.

5. Signed Consent Forms

All adult household members (and emancipated minors, where applicable) must sign required consent forms, including but not limited to:

- HUD Form 9887 and 9887-A (Release of Information)
- Authorization for criminal background checks
- Verification of income, assets, and household composition

6. Legal Capacity to Enter a Lease

The head of household or any household member signing the lease must be legally able to enter into a binding contract under Washington State law.

Occupancy Standards

Housing Kitsap uses the "2+1 Occupancy Standard" as a guideline to determine household eligibility for unit size at Viewmont East. This standard is consistent with HUD recommendations, IRS guidance for the Low-Income Housing Tax Credit (LIHTC) program, and the Washington State Residential Landlord-Tenant Act. This standard allows **two persons per bedroom plus one additional person** in the household.



General Guidelines:

The following chart is used to assess appropriate unit size based on household size:

Household Size	Minimum Unit Size	Maximum Unit Size
1 Person	Studio	1 Bedroom
2 Persons	1 Bedroom	2 Bedrooms
3 Persons	2 Bedrooms	3 Bedrooms
4 Persons	2 Bedrooms	3 Bedrooms
5 Persons	3 Bedrooms	4 Bedrooms
6 Persons	3 Bedrooms	4 Bedrooms
7+ Persons	4 Bedrooms	As available

Factors Considered in Determining Occupancy:

- The number of household members and their relationship to one another.
- The age, sex, and health of household members (e.g., whether siblings of different genders can share a bedroom).
- Any Reasonable Accommodation requests for larger or accessible units due to disability or medical need.
- Washington State RCW 59.18.620(2), which states that landlords may not prohibit occupancy of a rental dwelling unit based on a maximum number of occupants that is less than two persons per bedroom plus one additional person.

Over-Housed or Under-Housed Households:

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

- Be denied admission if the household is under- or over-occupied based on the property's occupancy standards and availability.
- Be required to transfer to a different unit, if available, upon recertification or during continued occupancy, to maintain program 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.
- **Extended Vacancy:** If a unit has remained vacant for more than 45 calendar days without an approved applicant, the Property Manager can request a waiver of the minimum occupancy standards to the Regional Director of Property Management responsible for the oversight of the community. The waiver request must be supported by documentation outlining the efforts made to rent the unit and show the need for the waiver. Once the Regional Director of Property Management approves the waiver, the applicant can move forward with the determination of eligibility.

Income Limits

Income limits are a critical eligibility component for affordable housing programs at Viewmont East. 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). Income limits determine eligibility for Low-Income Housing Tax Credit (LIHTC) units and Project-Based Voucher (PBV) units, while Market Rate units are not income-restricted.

Viewmont East contains a mix of funding and rent structures, and income eligibility is determined by the regulatory requirements of each unit's designation.

In accordance with Section 103 of HOTMA and HUD regulations at 24 CFR § 5.661, tenants in Project-Based Rental Assistance (PBRA) units whose annual income exceeds 120% of the area median income (AMI), as determined by HUD, for more than 24 consecutive months may be subject to the following actions:

- Adjustment of rent to the lesser of the gross rent for the unit or the amount of the subsidy the unit receives, or
- Termination of assistance or tenancy, as determined by HUD regulations and Housing Kitsap policy.

Housing Kitsap will monitor over-income status annually at recertification and will notify tenants if their income exceeds the 120% threshold. Any required changes in rent or assistance will be implemented per HUD requirements and with appropriate notice.

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

a. PBRA (Project-Based Rental Assistance) Income Limits

For PBRA units, applicants must have an annual gross income at or below 80% of Area Median Income (AMI) as published annually by HUD. However, at least 40% of newly admitted households must have incomes at or below 30% AMI, in accordance with the HUD Section 8 income targeting requirements (24 CFR § 5.653).

b. LIHTC (Low-Income Housing Tax Credit) Income Limits

Eligibility for LIHTC units is determined based on the unit's income set-aside election under Section 42 of the Internal Revenue Code. Viewmont East utilizes the following set-asides:

- i) Units restricted to households earning no more than 50% or 60% of AMI.
- ii) Income must be calculated and verified in accordance with HUD Handbook 4350.3 and IRS guidance applicable to LIHTC properties.

c. Dual-Funded Units (PBRA and LIHTC)

For units that receive both PBRA and LIHTC funding:

- i) The household must meet both the HUD income limits for PBRA and the IRS income limits for LIHTC.
- ii) If the program limits differ, the lower limit will apply.

d. Application of Income Limits at Move-In and After

- i) Income limits apply only at the time of initial eligibility.
- ii) Households may remain in their unit if their income increases above the limit after move-in, subject to LIHTC "next available unit" rules and continued PBRA eligibility.

3. HOTMA Considerations (Informational Note)

Although HOTMA implements new standards for income determination and asset thresholds, it does not change the statutory income limit thresholds used to determine initial eligibility. However, HOTMA rules regarding income and asset calculations must be applied to determine compliance with these limits.

4. Application of Income Limits

a. Initial Eligibility:

At the time of application, households applying for LIHTC or PBRA units must meet the applicable income limits based on household size and the specific unit's designation. Income eligibility is determined using gross annual income in accordance with HUD (for PBRA) and IRS Section 42 (for LIHTC) requirements. Income and asset calculations must comply with HOTMA rules, including asset self-certification thresholds and updated income inclusions and exclusions.

b. Ongoing Compliance:

- LIHTC Units: Annual income recertification may be required in accordance with LIHTC program rules to maintain compliance with set-aside and income-



averaging requirements. Households that go over income limits after move-in may still qualify to stay under the "next available unit rule" (NAUR).

- **PBRA Units:** Households must complete annual recertifications and interim reexaminations as required by HUD to calculate rent and continued eligibility. Recertifications follow HOTMA guidelines per 24 CFR Part 5 Subpart F, including revised income and asset treatment.

5. Impacts on Rent

The amount of rent a household pays is determined by the regulatory program attached to their unit:

- **LIHTC Units:** Rent is capped using HUD-published maximum rent limits based on the unit's AMI set-aside (e.g., 50% or 60%). These maximum gross rents are not based on household income and incorporate a utility allowance deduction per state-approved utility schedules.
- **PBRA Units:** Rent is calculated based on 30% of the household's adjusted monthly income, less any applicable utility allowance. The remaining rent is covered by a HUD Housing Assistance Payment (HAP) through a project-based contract administered by Housing Kitsap. Rent adjustments are made at recertification or when an interim change is reported and verified.

Rent Structure

1. PBRA Units (Project-Based Rental Assistance):

Rent is calculated as 30% of the household's adjusted monthly income, as determined during initial certification and annual/interim recertifications under HUD rules. A utility allowance is applied to reduce the tenant's portion of rent if the tenant pays utilities separately. The remainder of the contract rent is paid through a HUD Housing Assistance Payment (HAP) contract. All rent determinations and subsidy payments comply with HUD Handbook 4350.3 and HOTMA guidance.

2. LIHTC Units:

Rent is based on HUD-published maximum rent limits for units restricted to a specific Area Median Income (AMI) percentage, such as 50% or 60%. These maximum gross rents are calculated assuming a household of a given size and include a utility allowance. Rents do not vary based on a household's actual income. LIHTC rents must comply with IRS Section 42 rules and Washington State Housing Finance Commission oversight.

Citizenship/Immigration Status

Citizenship or immigration status requirements apply differently depending on the program designation of the unit at Viewmont East. The property includes Low-Income Housing Tax Credit (LIHTC) units, Project-Based Voucher (PBV) units administered by Housing Kitsap, and Market Rate units.

Requirements are as follows:



1. Project-Based Rental Assistance (PBRA) Units – HUD Requirements:

HUD regulations require that at least one household member must be a U.S. citizen or an eligible noncitizen for the household to qualify for assistance in a PBRA unit.

a. Eligible Immigration Statuses (per HUD regulations, 24 CFR § 5.500 et seq.):

- U.S. citizens or nationals
- Lawful Permanent Residents (LPRs)
- Refugees or asylees
- Individuals granted withholding of removal
- Other eligible noncitizen categories as defined by HUD

b. Ineligible Immigration Statuses:

- Undocumented individuals
- Noncitizens unable to provide acceptable documentation of eligible status

c. Mixed-Status Households:

In cases where a household includes both eligible and ineligible members, HUD requires that the assistance be prorated. Only eligible individuals are considered when determining the amount of assistance.

d. Verification Requirements:

Citizenship or eligible immigration status must be verified using acceptable documentation and, where applicable, confirmed through HUD's Systematic Alien Verification for Entitlements (SAVE) system. All adult household members must sign a declaration of status, and noncitizens must provide additional verification documentation.

2. Low-Income Housing Tax Credit (LIHTC) Units:

The IRS Section 42 LIHTC program does not impose any citizenship or immigration status requirements. Eligibility for LIHTC units is based solely on household income, household size, and other qualifying criteria established under the program.

- Households applying for LIHTC-only units are not required to disclose or verify citizenship or immigration status.

Social Security Number Requirements

Social Security Numbers (SSNs) are required for certain applicants depending on the program designation of the unit at Viewmont East. Requirements vary by funding source and are used to verify income, identity, and eligibility through third-party systems, such as HUD's Enterprise Income Verification (EIV) system.

- 1. LIHTC Units:** The Low-Income Housing Tax Credit (LIHTC) program does not require disclosure or verification of SSNs as a condition of eligibility. However, Housing Kitsap may request SSNs to assist in income and identity verification during the application process.

2. PBRA Units – HUD Requirements:



For PBRA units, **HUD regulations require** that SSNs be disclosed and verified for all household members, except those exempt under federal rules.

a. Required Individuals:

- All household members, regardless of age, must disclose and provide verification of their SSN **unless** they:
 - Do not contend eligible immigration status, or
 - Are children under age 6 who were added to the household within six (6) months prior to the effective date of initial certification.

b. Exemptions and Delays:

- Households with members unable to provide an SSN at the time of application may be given up to 90 days to provide documentation, with a possible extension for good cause.
- Failure to comply without good cause may result in denial of admission or termination of assistance, as applicable.

3. Acceptable SSN Documentation:

SSNs must be verified using one of the following acceptable documents:

- A valid Social Security card issued by the Social Security Administration (SSA), or
- An original document issued by a federal, state, or local government agency that includes:
 - The individual's name
 - The SSN
 - Sufficient identifying information (e.g., date of birth or address)
- Note: IRS Individual Taxpayer Identification Numbers (ITINs) are not acceptable substitutes for SSNs.

4. Verification Process:

- Documentation may be submitted in person or by mail.
- Photocopies may be accepted if the applicant cannot appear in person, provided the copy is legible and verifiable.
- Verified SSNs will be used for HUD's Enterprise Income Verification (EIV) system and other eligibility-related processes for PBRA units.

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 Viewmont East. These forms authorize Housing Kitsap to obtain and verify the information necessary to determine eligibility, program compliance, and suitability for tenancy in accordance with LIHTC and HUD PBRA program requirements.

The following forms are required based on the funding source of the unit:

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



This form is required for **all adult applicants** regardless of unit type (LIHTC, PBV, or Market Rate). 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: this applies to all applicants, regardless of unit type:

- All applicants must sign a statement included in the rental application confirming their understanding and agreement to:
- Participate in the screening process
- Provide truthful and complete information
- Authorize credit, criminal background, and landlord reference checks

3. HUD-9887 and HUD-9887-A – Authorization for the Release of Information (PBRA Units Only)

For households applying for PBRA units, adult members must sign HUD Form 9887 and 9887-A, which authorize HUD and Housing Kitsap to obtain third-party verification of income and eligibility. These forms are required under HUD regulations for Section 8 Project-Based Rental Assistance programs.

4. Designation of Tenant Representative (if applicable): For single-member households, this optional form allows the tenant to designate a representative to act on their behalf if they become unable to manage their housing-related matters independently. The form must be notarized or witnessed by a Housing Kitsap staff member.

Capacity to Enter a Legal Agreement

To be eligible for admission to Housing Kitsap, the head of household and any other adult household members who will sign the lease must have the legal capacity to enter into a binding lease agreement under **Washington State law**. This typically means the individual is:

- At least 18 years of age, or
- An emancipated minor with legal documentation.

In addition to this legal requirement, all household members are subject to applicable **eligibility and suitability screening criteria** required under the Project-Based Rental Assistance (PBRA) and Low-Income Housing Tax Credit (LIHTC) programs.

Suitability Criteria

Housing Kitsap is responsible for the screening and selection of applicants for residency in accordance with applicable federal, state, and local laws. All applicants will be evaluated using uniform 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 to conduct background checks related to credit history, criminal activity, and rental history.

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

- History of meeting financial obligations, including rent and utility payments
- Ability to maintain housing in a clean, safe, and sanitary manner—either independently or with assistance
- Housekeeping or behavioral habits that may adversely affect the health, safety, or peaceful enjoyment of the premises by other tenants
- Documented history of criminal activity by any household member involving:
 - Violence against persons
 - Property damage
 - Drug-related activity
 - Other conduct that may threaten the health or safety of residents, staff, or the community
- Pattern of disturbing neighbors, destruction of property, or lease violations
- History of fraud or misrepresentation in connection with a federal or state housing program
- Ongoing or recent abuse of alcohol in a manner that may interfere 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. The following tools will be used to assess whether the applicant can meet the essential obligations of tenancy:

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 explain any gaps in their 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.

- Housing Kitsap uses Yardi Screening to obtain and review credit history reports.
- 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.

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. Instead, they will be asked to 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. The purpose of these references is to evaluate the applicant's ability to maintain a lease, meet obligations, and interact respectfully within a community setting.

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

- Housing Kitsap uses Yardi Screening and the Washington Courts Odyssey Portal to conduct these checks.
- The screening will evaluate any relevant criminal convictions, consistent with Housing Kitsap's criminal background criteria and applicable lookback periods.

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 Viewmont East in compliance with all applicable federal, state, and local laws. Screening for criminal history will be conducted fairly and consistently in accordance with:

- IRS regulations under Section 42 for Low-Income Housing Tax Credit (LIHTC) units
- Housing Kitsap's standard screening criteria for Market Rate units
- HUD regulations for Project-Based Voucher (PBV) units administered by Housing Kitsap
- Applicable provisions of the Fair Housing Act, Washington State Law Against Discrimination, and other relevant civil rights protections



All applicants will be screened using the same criteria based on the funding designation of the unit, with individualized assessments conducted where required. Denials based on criminal history will follow proper notice and appeal procedures as outlined in this policy.

Mandatory Federal Exclusions: In accordance with federal regulations and Housing Kitsap requirements additionally, in applicable to HUD and PBV programs, 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.
(24 CFR § 960.204(a)(4); 24 CFR § 982.553(a)(2)(i))
- Has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.
(24 CFR § 960.204(a)(3); 24 CFR § 982.553(a)(1)(ii))

These exclusions apply across all applicable funding programs and are not subject to discretionary review.

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 right to peaceful enjoyment of the premises by other residents, staff, or the community. This may include:

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

The presence of multiple misdemeanors within a three-year period, particularly if related to violence, property destruction, or drug activity, may also form the basis for denial if the pattern presents a risk to community safety.

Housing Kitsap does not use arrests without convictions as the sole basis for denial. Consideration will be given only to convictions or patterns of behavior that indicate ongoing risk.

Program-Specific Considerations: PBV units must follow HUD screening guidelines as stated in 24 CFR § 982.553 and 983. This includes required and permissible denials as outlined above and an applicant's right to an informal review in the case of denial.

Behavioral Grounds for Denial: Housing Kitsap may also deny admission if a household member has engaged in abusive, threatening, or violent behavior toward staff, residents, or the public in a way that endangers the housing environment. This includes:

- Verbal abuse or racial epithets



- Intimidating gestures or threats of violence
- Behavior that disrupts the 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

Credit History

All available credit references are checked without charge to the applicant.

Rejection is possible if credit reports contain substantial negative information. (If other criteria are satisfactory, the applicant is given an opportunity to respond to negative credit reports.) Examples of poor credit history include civil judgments against the applicant not yet resolved; owing money to a previous or current landlord which can be mitigated by providing a written, signed repayment agreement; utility accounts in collection status which can be mitigated by providing a written, signed



repayment agreement; any open bankruptcy; any closed bankruptcy within the last seven (7) years for reasons other than medical emergency, divorce or death of spouse.

Applicants who have been previously evicted within the past three (3) years or are currently under eviction will be rejected.

Any applicant with a closed bankruptcy within the past seven (7) years will be required to provide documentation the bankruptcy was due to medical emergency, divorce, or death of spouse prior to lease signing as part of a Conditional Approval.

Medical emergency pertaining to this section of the Tenant Selection Plan is to be defined as significant and unforeseen medical expenses. Circumstances will be reviewed, and applicant responses considered.

Required Denial of Admission

Housing Kitsap will deny admission 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
 - a. Definition of "Currently Engaged In": Any illegal drug use within the previous 12 months is considered "current," unless the individual has successfully completed a supervised drug rehabilitation program.
 - b. Marijuana Clause:
 - i. Marijuana is classified as a federally controlled substance under the Controlled Substances Act (CSA) [21 U.S.C. 802].
 - ii. Housing Kitsap may, at its sole discretion, deny or terminate assistance for an individual engaged in marijuana use without denying or terminating assistance for the rest of the household. While marijuana is legal under Washington State law, it remains a federally controlled substance. Because Housing Kitsap properties are subject to federal funding requirements, illegal drug use, including marijuana, will be grounds for denial in accordance with federal law.
6. Has a history of drug-related criminal activity
 - a. Housing Kitsap will deny assistance to any household with a conviction for the production or manufacture of methamphetamine.
 - b. 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:
 - 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 who is a registered sex offender
 - a. Housing Kitsap will use the Dru Sjodin National Sex Offender Database for screening.
 - b. Housing Kitsap will deny admission to any household where a member is subject to any state sex offender registration requirement.
- 8. Has a history of criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises
 - a. Housing Kitsap will consider all credible evidence, including:
 - i. Convictions, arrests, and evictions related to criminal activity
 - ii. Evidence from treatment providers or community-based organizations supporting rehabilitation
 - b. Convictions will carry more weight than arrests in determinations.

Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking: No applicant may be denied admission based solely on criminal activity that is directly related to being a victim of domestic violence, dating violence, sexual assault, or stalking, as outlined in the Violence Against Women Act (VAWA) and Housing Kitsap's Domestic Violence policy.

Other Reasons for Denial: Housing Kitsap will deny admission to an applicant family if Housing Kitsap determines that the family:

- 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 living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other tenants within the past three (3) years.
- 3. Misrepresented or does not 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 any federal housing program; or
- 5. Has engaged in or threatened violent or abusive behavior toward Housing Kitsap personnel or anyone acting on behalf of the housing authority.

Internal Evaluation and Escalation of Denial Decisions

Housing Kitsap recognizes that certain admission and continued occupancy determinations may require additional evaluation due to the nature of the circumstances, overlapping program requirements, or mitigating information provided by the applicant or resident.



To ensure consistent and equitable decision-making, Housing Kitsap may route proposed denials, terminations, or adverse actions through an internal evaluation process prior to issuing a final determination.

Property Management Evaluation

Denials or terminations related primarily to applicant suitability, tenancy behavior, lease compliance, or community safety may be reviewed by Property Management leadership, including the Regional Director or other designated supervisory staff.

These matters may include, but are not limited to:

- Criminal activity
- Negative rental history
- Lease violations
- Disturbance or nuisance behavior
- Unpaid landlord debt
- Housekeeping or health and safety concerns
- Threats to staff or residents
- Failure to comply with community rules

Housing Kitsap may consider mitigating circumstances, evidence of rehabilitation, corrective actions taken, or changes in behavior when evaluating suitability-related matters.

Compliance Evaluation

Denials or terminations involving program eligibility, regulatory compliance, or funding requirements may be reviewed by the Compliance Department or other designated program specialists.

These matters may include, but are not limited to:

- Income eligibility
- Student eligibility restrictions
- Household composition requirements
- Citizenship or immigration documentation
- Failure to provide required verifications
- Program recertification compliance
- HOTMA, HUD, USDA-RD, or LIHTC regulatory requirements
- Occupancy standard compliance

Eligibility determinations shall be made in accordance with applicable federal, state, and program regulations.

Joint Evaluation Matters



Certain situations may involve both tenancy-related concerns and program compliance considerations. In such cases, Housing Kitsap may require joint review between Property Management and Compliance staff prior to issuing a final determination.

These matters may include, but are not limited to:

- Fraud or misrepresentation
- Reasonable accommodation requests connected to screening criteria
- VAWA-related matters
- Mixed eligibility and suitability concerns
- Cases involving conflicting or incomplete information

Case-by-Case Review

When permitted by applicable law and program regulations, Housing Kitsap may conduct a review on a case-by-case basis prior to issuing a final denial or termination. Applicants or residents may be provided an opportunity to submit documentation or mitigating information for consideration

Such information may include:

- Evidence of rehabilitation
- Completion of treatment or support programs
- Changes in household circumstances
- Documentation supporting reasonable accommodation
- Letters of recommendation or support
- Evidence demonstrating resolution of prior issues

Submission of mitigating information does not guarantee approval or continued occupancy. 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.

Due Process

The internal evaluation routing process described in this section is an administrative procedure intended to promote consistency in decision-making. It does not replace, reduce, or alter any informal review, grievance, appeal, or due process rights otherwise required by federal regulations, state law, or program requirements.

Applicants and residents shall continue to receive all notices and review opportunities required under the applicable housing program.

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. Housing Kitsap will send a Notification of Adverse Action within two (2) business days of the recommendation for denial of admittance



resulting in the adverse action. Denial may occur at any point during the application process if the applicant is determined not to meet program eligibility or suitability criteria.

Reasons for Denial May Include:

- Failure to meet income, household composition, or immigration/citizenship eligibility
- Negative criminal background, rental history, or credit screening results
- Failure to provide required documentation or respond to information requests
- Misrepresentation 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 to the applicant by standard mail and via email if the applicant has chosen to communicate with management via email.

The 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 a deadline to respond (minimum of 10 calendar days from the date of the notice)
- Information about the applicant's right to request a reasonable accommodation
- A reminder that individuals cannot be denied solely based on domestic violence victim status per the Violence Against Women Act (VAWA)

Appeals and Informal Review Process: Applicants who receive a denial may request an informal review of the decision within ten (10) calendar days of the date on the certified denial notice.

- Requests for review must be submitted in writing to the management office.
- Housing Kitsap will schedule a review and respond with a written outcome within ten (10) business days of the review meeting or documentation submission.

If the denial is upheld, the applicant may reapply at a later date if their circumstances have changed and they are otherwise eligible.

Reinstatement: Applicants may be reinstated if:

- The denial resulted from Housing Kitsap error, or
- The applicant provides new or corrected information, or
- The applicant demonstrates a qualifying hardship or submits a reasonable accommodation request that changes the original determination

IV. Tenant Selection Criteria

Viewmont East is a Project-Based Rental Assistance (PBRA) and Low-Income Housing Tax Credit (LIHTC) property. A formal waitlist is maintained for all units and is used to ensure compliance with both HUD



and IRS program requirements. Units are filled based on program eligibility, application date and time, and waitlist position, rather than on a first-come, first-served basis.

Waitlist Management

A site-based waitlist is maintained for Viewmont East. The waitlist is open on an ongoing basis except in situations where the number of applications exceeds a level that can be reasonably managed. In such cases, Housing Kitsap may temporarily close the waitlist to ensure timely and equitable processing. This decision will comply with applicable HUD and LIHTC regulations.

Applicants are placed on the waitlist based on the date and time a **complete application** is received. Incomplete applications are not accepted and will be returned for completion.

Information regarding the current waitlist status (open or closed) is regularly updated and made available via the Housing Kitsap website: <https://www.housingkitsap.org/future-tenants>

Notices of waitlist openings or closures will also be:

- Posted in the management office at Viewmont East
- Made available in accessible formats and languages upon request
- Communicated via additional public notification methods as required by HUD regulations

Unit Offers and Program Prioritization

- All units at Viewmont East are income-restricted and regulated by both HUD and IRS Section 42 requirements.
- Unit assignment is determined based on household eligibility (including income, household size, and accessibility needs), availability of units, and waitlist order.
- Where applicable, priority is given to households needing the features of an accessible unit or meeting a HUD-mandated preference (e.g., extremely low-income targeting).

Accepting Wait List Applications

The following procedures apply to all applicants seeking admission to Viewmont East, a Project-Based Rental Assistance (PBRA) and Low-Income Housing Tax Credit (LIHTC) property. A formal waitlist is maintained for all units at this property.

Initial Application

- Applications will only be accepted while the waitlist is open for the requested unit size. Viewmont East does not utilize pre-applications.
- All prospective household members age 18 or older, or legally emancipated minors, must submit a complete and signed application. Incomplete applications will be returned and will not be added to the waitlist.
- All individuals who intend to reside in the unit must be listed on the application. Unauthorized or unlisted household members will not be permitted to move in without prior approval and formal household composition change processing.



- Application information is used to make an initial eligibility assessment, including:
 - Household size
 - Anticipated annual income
 - Current asset information
- Disclosure of disability status is optional, unless the applicant is requesting:
 - A unit with accessible features
 - A reasonable accommodation related to disability
- Online applications submitted via www.housingkitsap.org will be placed on the appropriate unit size waitlist, based on:
 - Household size
 - Published occupancy standards

Notes:

- If an applicant selects an incorrect unit size, they will be reassigned to the appropriate list.
- Applications from households not meeting occupancy standards for any unit size will be denied.
- Requests for larger units due to disability must be made through the Reasonable Accommodation process.
- Paper applications are available upon request:
 - Outside the management office
 - By email or USPS mail
 - Online at www.housingkitsap.org
- For assistance with the application process, applicants may contact the Viewmont East management office:
 - Phone: (360) 895-1454
 - Email: heritage@housingkitsap.org

Viewmont East maintains a formal wait list for all PBRA/LIHTC units. Applications are accepted only when the wait list is open for the unit type requested. This property does not use pre-applications.

Initial Application Process

- All prospective household members age 18 or older (or emancipated minors) must submit a complete application. Incomplete applications will be returned to the primary applicant and 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 will not be permitted to move in without prior approval.
- Application information is used to make a tentative eligibility determination, including:
 - Household size
 - Anticipated annual income
 - Assets currently owned
- Disclosure of disability status is not required, unless:
 - The applicant is requesting a unit with accessible features, or
 - A reasonable accommodation is being requested.



- Online applications submitted via www.housingkitsap.org will be placed on the minimum bedroom size wait list based on:

- Household size
- Published occupancy standards

Additional Notes:

- Applicants selecting an incorrect unit size will be reassigned to the appropriate wait list.
- Applications from households that do not meet occupancy standards for any unit size will be denied.
- Requests for larger unit sizes due to disability must be submitted through the Reasonable Accommodation process.
- Paper applications are available:
 - Outside the management office
 - By email or USPS mail
 - Online at www.housingkitsap.org
- For application assistance, contact the Viewmont East management office at:
 - Phone: (360) 895-1454
 - Email: heritage@housingkitsap.org

Placing on the Wait List

The wait list is maintained in **chronological order** within Housing Kitsap's property management software system. The following data is recorded at the time of application:

- Date and time of submission
- Head of Household name
- Requested unit size

Selection for PBV Units

Initiating the Process: When a Notice to Vacate is received for a PBV unit, the Property Manager or authorized Housing Kitsap representative will begin the process of selecting an applicant from the PBV wait list.

A Determination of Eligibility Offer (DOE) will be mailed to the top three (3) applicants on the PBV wait list for the applicable unit size. If no eligible household is selected from the initial three, additional applicants will be contacted in chronological order until a qualified applicant is approved.

Applicants must respond within fourteen (14) business days of the DOE letter date. Failure to respond may result in removal from the wait list unless good cause or hardship is documented.

When a unit becomes available, the unit will be offered to the next eligible applicant in the processing queue based on the date the complete application is received and the speed of response and qualification.

Eligibility Determination: Eligibility determinations may be completed:

- In person



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

Eligibility will be verified according to:

- IRS Section 42 requirements for LIHTC units
- Housing Kitsap's standard criteria for Market Rate units
- HUD regulations for PBV units (administered by Housing Kitsap)
- Verification will include, but is not limited to:
 - Household size and family composition
 - Total household income and assets
 - Rental history
 - Credit history
 - Criminal background screening

Documentation and File Requirements: Applicants must provide supporting documentation to verify eligibility and identity. Permanent documents (e.g., government-issued photo ID, birth certificate, Social Security card) will be reviewed and retained in accordance with Housing Kitsap's document retention policy.

Income and Asset Verification

- Income and assets will be verified using third-party sources whenever possible.
- Verification methods may include direct written communication, third-party verification portals, or screening services such as Yardi Screening.
- All household members age 18 or older (or emancipated minors) must sign consent forms authorizing the release of verification data at application, recertification, or interim review.
- Refusal to sign required forms is grounds for denial or termination.

Refusal of Unit Offer (PBV Only)

For PBV units, an applicant who refuses a unit offer without good cause will be removed from the wait list.

An applicant may appeal their removal by requesting an informal hearing to determine if the refusal qualifies as a "hardship."

Hardship may include:

- Legal or financial obligation under an existing lease
- Documented medical emergency or hospitalization (14 days or more)
- Other verifiable, temporary barriers to move-in
- Applicants must submit documentation within ten (10) business days of the removal notice. Housing Kitsap will review and may reinstate the applicant's wait list position if warranted.



Note: This unit refusal policy applies only to PBV wait listed applicants. LIHTC and Market Rate applicants who are offered and decline a unit may continue to apply for future availability but must reapply or remain in the application queue if still active.

Initiating the Process: When a Notice to Vacate is received, the Property Manager or authorized Housing Kitsap representative will begin the process of selecting applicants from the wait list for the upcoming vacancy.

A Determination of Eligibility Offer (DOE) will be mailed to the top three (3) applicants on the wait list for the corresponding unit size. If no eligible household is selected from the initial three, additional applicants will be contacted, in order, until a qualified applicant is approved.

Applicants must respond within fourteen (14) business days of the date of the DOE letter. Failure to respond within that timeframe may result in removal from the wait list, unless the applicant provides documentation of good cause or hardship.

Eligibility Determination: Eligibility determinations may be completed:

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

All eligibility criteria will be verified in accordance with IRS Section 42 requirements for Low-Income Housing Tax Credit (LIHTC) units, Housing Kitsap's standard procedures for Market Rate units, and HUD regulations for Project-Based Voucher (PBV) units administered by Housing Kitsap. Verification will include, but is not limited to:

- Family composition
- Total household income and assets
- Allowances and deductions (if applicable)
- Rental history
- Credit history
- Criminal background

Documentation and File Requirements: Applicants must provide documentation supporting identity and eligibility. Permanent documents (e.g., photo identification, driver's license, birth certificate, Social Security card) will be reviewed and, where permitted, photocopied and retained in the tenant file in accordance with Housing Kitsap's document retention policy.

Income and Asset Verification

- Third-party sources will be used to verify income and asset information wherever possible.
- Verification will be obtained through direct written communication with employers, benefit agencies, financial institutions, or through third-party screening tools such as Yardi Screening.



- All household members age 18 or older (or emancipated minors) must sign consent forms authorizing Housing Kitsap to obtain verification data at initial application, annual recertification, and interim reexaminations.
- Failure to sign required consent forms is grounds for denial or termination of assistance.

Refusal of Unit Offer: Applicants who are offered a unit and refuse the offer without good cause will be removed from the wait list. Applicants who wish to appeal their removal may request an informal hearing to determine whether the refusal qualifies as a “hardship.”

A hardship is defined as, but not limited to:

- Being legally or financially bound by an active lease
- A documented medical emergency or extended hospitalization (14 days or more)
- Other significant, verifiable, and temporary barriers to move-in

Applicants must submit appropriate documentation to support the hardship claim within ten (10) business days of the removal notice. Housing Kitsap will review the request, and if warranted, may reinstate the applicant’s position on the wait list.

Annual Wait List Update

To ensure that the wait list for Project-Based Rental Assistance (PBRA) units at Viewmont East remains current, accurate, and manageable, Housing Kitsap conducts an annual update of the PBRA wait list.

Note: This procedure applies only to PBRA-designated units. LIHTC-only units at Viewmont East are not filled from a wait list and are instead offered on a first-qualified, first-available basis.

Mailing Method

Annual update notices will be sent by first-class mail to the last known address on file for each applicant. Notices are not sent by certified mail unless required under HUD rules for adverse actions.

Update Notice Contents

Applicants will be asked to:

- Confirm continued interest in remaining on the PBRA wait list at Viewmont East
- Update contact information or household composition, if applicable
- Respond by the deadline stated in the notice

Response Deadline

Applicants must respond in writing within ten (10) business days of the date on the notice. Responses may be submitted:

- In person
- By email
- By mail
- By fax



- Via RENTCafé (if available)

Returned Mail Procedures

- If the notice is returned with no forwarding address, the applicant will be removed from the wait list.
- If the notice is returned with a forwarding address, Housing Kitsap will resend the notice. The applicant then has ten (10) business days from the re-mailing date to respond.

Failure to Respond and Reinstatement

Applicants who do not respond by the deadline will be removed from the wait list and issued a Notice of Adverse Action.

Reinstatement may be considered if:

- The failure to respond was due to a Housing Kitsap administrative error, or
- The applicant submits documentation of a qualifying hardship, such as:
 - Medical emergency or extended hospitalization
 - Financial or housing instability
 - Disability-related communication barrier
 - Circumstances covered under the Violence Against Women Act (VAWA)

Additional Reasons for Removal

Applicants may also be removed from the wait list if:

- They decline a unit offer without good cause
- A household composition change renders them ineligible under applicable occupancy standards

Notification of Status

Within ten (10) business days of receiving an application update or change in status, Housing Kitsap will notify the applicant in writing whether they have:

- Been selected for immediate occupancy
 - Been retained on the wait list
 - Been removed from the wait list
- (see “Application Denial and Notification Procedures”)

V. Move In

Initial Inspection: A move-in inspection will be conducted jointly by the tenant and property manager to document the condition of the unit. Both parties will sign the inspection form, which will be retained in the tenant’s file and used as a reference at move-out.

Security Deposit: A security deposit equal to one month’s rent, must be paid in full prior to move-in unless a payment plan is arranged in advance. Housing Kitsap permits the security deposit to be paid over the first three (3) months of tenancy upon written request. Additional time may be approved by



the Regional Director of Property Management. The security deposit must be submitted via cashier's check or money order.

First Month's Rent: A pro-rated amount of rent is due at the time of the move-in appointment. This payment must be made via cashier's check or money order.

Note: The security deposit and rent payments must be made using separate checks or money orders.

Utility Setup: During the move-in appointment, tenants will sign an authorization form allowing 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.

Renter's Insurance: Renter's insurance is strongly recommended but not required. Tenants are encouraged to obtain personal property and liability insurance. Housing Kitsap's insurance does not cover any tenant-owned belongings.

Lease Signing

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. These may include, but are not limited to, the Grievance Procedure, House Rules, Lead-Based Paint Disclosure (if applicable), and the VAWA notice. Tenants must pay all required fees and sign the lease agreement and related documents prior to receiving unit keys or taking possession of the unit.

Reasonable Accommodation: If a household member is unable to attend due to a verified disability or other hardship, Housing Kitsap may arrange for alternative signing options in accordance with its Reasonable Accommodation Policy.

Copies and Recordkeeping: A signed copy of the lease and all addenda will be provided to the household, and the original will be maintained in the tenant's file as required by agency policy.

Parking Permits: If applicable, parking permits will be issued at the time of lease signing, and tenants will be instructed on the parking rules for 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 holidays). Failure to complete the move-in process within this timeframe may result in withdrawal of the unit offer and removal from the wait list.



Move-In Hours: To ensure consideration for other residents, the physical move-in (i.e., arrival of moving trucks or furniture delivery) must take place between 8:00 AM and 10:00 PM. Exceptions may be granted under reasonable circumstances with advance notice.

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 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 cancelled, and the unit will be offered to the next eligible applicant on the wait list.

Applicants may request a hardship extension of up to an additional ten (10) business days. Extensions must be requested in writing before the initial ten-day window expires and must include a brief explanation of the hardship. Housing Kitsap will review the request and provide a written decision. In cases of verified hardship or approved reasonable accommodation, Housing Kitsap may transfer the application to the next available unit of the same bedroom size and program designation, if one is not immediately available.

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 Policy.

Tenant Responsibility

Tenants are responsible for completing all move-in procedures in a timely and professional manner, as outlined in Housing Kitsap policy and the lease agreement. Tenants must coordinate the physical move-in to minimize disruption to other residents and maintain the condition of the property.

Any damage to common areas (including hallways, entryways, stairwells, elevators, and grounds) that occurs during the move-in process will be the financial responsibility of the tenant. Tenants are encouraged to promptly report any pre-existing damage or issues observed during the move-in process to the property management office to ensure proper documentation and avoid liability.

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, cats, birds, turtles, and small caged rodents (e.g., rabbits, guinea pigs, hamsters, or gerbils). Fish are allowed in aquariums up to 10 gallons. Reptiles (except turtles), snakes, insects, or exotic animals are not permitted.

The size of any mature pet may not exceed 30 pounds in weight or 21 inches in shoulder height. No more than two (2) pets are allowed per household.

A refundable pet deposit of up to \$300 per unit is required. For households with two pets, an additional \$50 refundable deposit will be collected, provided the total pet deposit does not exceed \$300. The pet deposit must be paid in full prior to bringing the pet onto the premises, unless a written



payment agreement has been approved by Housing Kitsap. The deposit will be held separately from the standard security deposit.

Assistance Animals (Service or Support Animals): Assistance animals are not considered pets and are exempt from all pet-related fees, deposits, and restrictions. This includes both service animals (as defined by the Americans with Disabilities Act) and emotional support animals, which are protected under the Fair Housing Act and Section 504 of the Rehabilitation Act.

If the need for an assistance animal is not obvious, Housing Kitsap may request reliable third-party documentation of the disability-related need. Housing Kitsap will not request details about the nature of the disability. Property rules applicable to all animals — such as cleanliness, control, and prevention of damage — may still be enforced, provided they do not interfere with the function of the assistance animal.

VI. Continued Occupancy Requirements

Recertification Timeframes

Housing Kitsap is required to conduct annual recertifications of household income, assets, and composition for all tenants residing in PBRA-assisted and LIHTC units at Viewmont East.

These recertifications ensure continued eligibility, proper rent calculation, and program compliance with HUD regulations under the Housing Opportunity Through Modernization Act (HOTMA) and IRS Section 42 of the Internal Revenue Code.

Annual Recertification – PBRA Units

For households receiving Project-Based Rental Assistance (PBRA):

- **Timing:** Housing Kitsap will initiate the recertification process at least 120 days before the annual recertification date (i.e., the anniversary of the move-in or last certification).
- **Tenant Action:** Households are required to respond within the timeframes listed on the recertification notice and provide:
 - Verification of income and assets,
 - Disclosure of allowable deductions (e.g., medical expenses, childcare),
 - Documentation of household composition.
- **Third-Party Verification:** Income and asset information must be verified using HUD's Enterprise Income Verification (EIV) system and third-party sources in accordance with HOTMA rules.
- **Failure to Respond:** Failure to complete the recertification will result in loss of subsidy, as outlined in the "Refusal to Complete Recertification" section.

HOTMA update: HOTMA revised income and asset verification thresholds. Households may self-certify assets below \$50,000 (adjusted annually).

Annual Recertification – LIHTC Units

For households residing in LIHTC units without rental assistance:



- Timing: Annual recertifications are required to confirm continued program eligibility, generally within 120 days before the anniversary date of initial occupancy.
- Tenant Action: Tenants must provide complete and accurate information regarding:
 - All sources of household income,
 - Total household composition,
 - Assets and asset income.
- Certification Form: The WSHFC Tenant Income Certification (TIC) form must be completed and signed by all adult household members.
- Failure to Respond: Noncompliance with recertification may result in the tenant being deemed over-income and subject to non-renewal of lease or termination of tenancy, depending on the unit's compliance requirements.

HOTMA clarification: HOTMA does not directly apply to LIHTC, but HOTMA changes to income definitions (e.g., student rule clarifications, asset exclusions) may impact layered properties and should be applied consistently if recertifying for both programs.

Interim Reexaminations / Interim Reporting Requirements

Tenants are required to report certain changes in income, assets, or household composition between annual recertifications. These changes may affect eligibility, rent calculation, or unit size appropriateness. Interim reexaminations (also known as interim recertifications) will be conducted in accordance with HUD HOTMA regulations for PBRA units and WSHFC/LIHTC guidance for tax credit compliance.

Required Interim Reporting – PBRA Units (HUD)

Households residing in PBRA units must report the following within 10 business days of occurrence:

- Household composition changes, including additions (e.g., birth, adoption, move-in requests) or removals (e.g., death, incarceration, permanent absence).
- Loss of income or decrease in income expected to last more than 30 days.
- Increases in income only if:
 - The increase follows a prior interim decrease that led to rent reduction,
 - The increase is substantial and ongoing,
 - Or the household requests a rent recalculation.

HOTMA Update (24 CFR §5.618): Effective January 1, 2024, PBRA tenants are not required to report increases in income between annual recertifications unless the increase follows a previously approved rent decrease.

- Changes in deductible expenses, such as medical or childcare costs, for households claiming deductions.

HOTMA Self-Certification: Households may self-certify total assets if the aggregate value is below \$50,000 (adjusted annually by HUD).

Interim Processing Procedure

When an interim reexamination is triggered:



- Tenants will be provided a notice of required documentation and a deadline (generally within 14 calendar days).
- If the change results in rent adjustment, the new rent amount will be effective the first day of the month following 30 days' notice to the tenant, unless waived by Housing Kitsap due to hardship or urgency.

Note: If a change results in the need for a unit transfer (e.g., household exceeds or falls below the occupancy standard for the current unit), the household may be placed on an internal transfer list or wait list.

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, or move-out) of household members. Failure to report changes in a timely manner may result in a notice of non-compliance or affect continued eligibility.

Prior Approval Requirement: Tenants must obtain written approval from Housing Kitsap before any new household member may move into the unit. Unauthorized occupants are a violation of the lease and may result in enforcement actions, including possible termination of tenancy.

Documentation: Tenants are required to submit official documentation to verify the household change, such as birth certificates, marriage licenses, divorce decrees, court custody orders, or government-issued identification.

Impact on Assistance or Rent: Household composition changes may result in adjustments to rent, subsidy level, or unit size eligibility. A revised certification HUD 50058 will be completed, and tenants will be notified in writing of any changes.

Security Deposit: When changes to the household composition occurs and an adult household member is released from the lease agreement by a remaining adult household member, the vacating household member/roommate relinquishes all rights to possessions of the apartment and interest in any deposits held in trust to the remaining household member. The remaining adult household members will be fully financially responsible for the term of their residency.

Refusal to Complete Recertification Rent Consequences

Tenants at Viewmont East are required to complete an annual recertification of income, assets, and household composition to maintain eligibility and compliance with the property's Project-Based Rental Assistance (PBRA) and Low-Income Housing Tax Credit (LIHTC) requirements.

Failure or refusal to comply with recertification requirements by the specified deadline will result in the following consequences:

1. PBRA (HUD Section 8) Units:



Under the Housing Opportunity Through Modernization Act (HOTMA), effective January 1, 2024, the following requirements apply:

- Annual recertification is required to determine continued eligibility and to calculate the appropriate tenant rent portion.
- Tenants must provide all required documentation within the timeframes established by Housing Kitsap, including:
 - Income and asset disclosures (as defined under HOTMA)
 - Family composition updates
 - Required consent forms (e.g., HUD-9886A)

Consequences of Failure to Comply:

- If a tenant fails to complete recertification, Housing Kitsap will:
 - Terminate the Housing Assistance Payment (HAP),
 - Require the household to pay the full contract rent, effective the first day of the second month following the missed recertification deadline.
- Tenants will be provided:
 - Written notice of the change in rent,
 - 30 days' notice of termination of assistance (per HUD Handbook 4350.3 and 24 CFR 5.661),
 - The right to request a reasonable accommodation if the failure to respond is due to a disability-related barrier,
 - The opportunity to request an informal hearing if they disagree with the determination.
- Subsidy reinstatement may be considered if the household later provides all required documentation and Housing Kitsap determines the household is still eligible.

HOTMA compliance: Households who refuse to comply with new HOTMA income verification or asset declaration requirements (e.g., self-certification limits, net family asset disclosures) will be treated as failing to recertify and may face loss of assistance and/or termination of tenancy.

2. LIHTC Units (Section 42 Compliance):

Although LIHTC units are **not rent-subsidized**, tenants are still required to complete **annual income recertifications** to maintain program compliance and ensure continued eligibility.

- Failure to complete recertification may result in the household being classified as **non-qualified**, which could:
 - Impact Housing Kitsap's ability to maintain compliance with IRS set-aside requirements
 - Result in non-renewal of the lease at the end of the term
 - Lead to termination of tenancy, if required documentation is not provided despite notice and opportunity to cure
- Households who refuse to complete the annual income certification will be provided written notice of their noncompliance and the potential consequences, consistent with IRS and WSHFC guidance.



Unit Inspections and Lease Compliance

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

- LIHTC units are inspected annually in accordance with IRS Section 42 compliance and Housing Kitsap policy.
- PBV units are subject to periodic Housing Quality Standards (HQS) inspections per HUD regulations and may also be inspected by Housing Kitsap's Independent Entity.
- Market Rate units are inspected annually or as needed, consistent with Housing Kitsap's property management practices.
- Additional inspections may occur based on:
 - 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.

Follow-Up Inspections: If deficiencies or lease violations are observed during an inspection, Housing Kitsap may schedule a follow-up inspection to ensure the issue has been corrected.

Failure to correct deficiencies within the specified timeframe may result in lease enforcement actions, including formal notices of non-compliance.

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 process establishes a clear record of the unit's condition and helps avoid disputes regarding damage or responsibility for repairs.

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 will 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—those that pose an immediate threat to health, safety, or property—will be addressed within 24 hours. Standard, non-emergency work orders will 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.

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 or unpaid rent within the last 12 months),
- 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.

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 are required to fully comply with all provisions of their lease agreement. This includes, but is not limited to, timely rent payments, 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 strictly prohibited and considered 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.

Noise and Nuisance Policy: Tenants and their guests must conduct themselves in a manner that does not interfere with the health, safety, or peaceful enjoyment of the premises by others. Excessive noise, disturbances, illegal activity, harassment, or any form of disruptive behavior is prohibited and may result in lease 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 will result in late fees, lease violation notices, and potential initiation of termination proceeding. Tenants are encouraged to communicate early if experiencing a financial hardship.

Good Neighbor Expectations: Residents are expected to treat neighbors, visitors, and Housing Kitsap staff with respect and civility. Behavior including 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 their homes in a clean, safe, and sanitary condition. This includes appropriate storage and disposal of garbage, avoidance of excessive clutter, and the prevention of damage or conditions that attract pests. Units found to be in poor condition may be subject to follow-up inspections and corrective action. Persistent violations may result in lease enforcement.

Pet Responsibilities: Tenants with pets or assistance animals must comply with all Housing Kitsap pet policy provisions. Pets must be properly supervised and cared for, may not cause damage or disturbances, and must not pose a health or safety risk to other residents. Pet waste must be cleaned up immediately and disposed of in designated containers. Unauthorized pets are not permitted and may result in lease action.

Consequences of Non-Compliance

Consequences of Non-Compliance: Failure to comply with the lease agreement, annual recertification process, reporting requirements, or other program obligations may result in 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, the corrective action



required (if applicable), and the timeline to respond or cure the issue, in accordance with landlord-tenant law.

Loss of Rental Assistance: For tenants receiving rental assistance, failure to comply with annual recertification requirements (such as income verification or household updates) may result in temporary or permanent loss of rental subsidy, with rent adjusted to the Note Rate or full contract rent. Tenants will receive written notice prior to any subsidy adjustment.

Financial Penalties: Tenants may be required to:

- Repay overpaid rental assistance or subsidies resulting from unreported income or household changes.
- Cover costs of damages caused by negligence, misuse, 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.

Complaints

Tenants, applicants, or individuals with relevant information may submit a complaint to the property management office. Complaint forms are available at each community's management office and must be submitted in writing. If a person is unable to submit a written complaint due to a disability, reasonable accommodation may be requested to provide the complaint in an alternative format.

The complaint should clearly describe:

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

Complaints should be specific, factual, and based on personal observations or direct experience. To allow for prompt resolution, complaints should be submitted as soon as reasonably possible following the incident or the date the issue was discovered.

Housing Kitsap may also initiate investigations based on inconsistencies discovered during file reviews, third-party verifications, or compliance monitoring. For Housing Kitsap to initiate a formal investigation, the complaint must include at least one independently verifiable detail—such as the name of an unauthorized occupant, the date of a lease violation, or corroborating documentation.

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 instance of 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 if 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.

Complainants will receive a letter or email confirming receipt of the complaint. Due to federal privacy regulations and Housing Kitsap policy, the outcomes or details of the investigation will not be disclosed to third parties.

Notice Procedure for Nonpayment

When payment in full is not received, a 30-Day Notice of Termination shall be mailed to the tenant on the 10th day of the month, or the next business day as may be applicable because of holidays or weekends. Notices will be by first class mail, or by hand delivery to the tenant's address who is delinquent with their payment.

Legal Process for Non-Payment of Rent

Upon expiration of the 30-Day Notice to Pay Rent or Vacate the Premises, commonly referred to as a 30-Day Notice, the tenant will be offered a repayment agreement. If the tenant refuses to enter into a repayment agreement, Housing Kitsap may refer the delinquent tenant's file to the attorney to begin processing an Unlawful Detainer lawsuit in accordance with program specific regulations and Washington State Landlord-Tenant Law.

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 the annual or interim recertification process;
3. Any activity by a household member or guest that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants, Housing Kitsap staff or contractors, or persons in the surrounding neighborhood;
4. Threats or abusive behavior (verbal or physical) directed at Housing Kitsap staff, residents, or contractors. This includes language or gestures reasonably interpreted as intimidating or harassing;
5. Failure to provide timely, accurate information about household composition, income, or eligibility factors;



6. Repeated failure to keep 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;
11. Use of the premises for anything other than as a primary residence (except approved home businesses);
12. Intentional destruction or removal 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 in the unit more than 14 calendar days within any 45-day period without prior written approval;
15. Disabling or tampering with a smoke detector 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-site 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 is subject to a lifetime sex offender registration requirement;
22. Current illegal drug use or a pattern of drug use (including marijuana) that interferes with safety or enjoyment of others;
23. Criminal activity verified by conviction or other credible evidence;
24. Death of the sole household member on the lease:



- a. Live-in Aide:
 - i. If a live-in aide resides in the unit at the time of the tenant's death, they are not entitled to remain in the unit and must vacate. However, Housing Kitsap may allow the live-in aide a grace period of up to 15 calendar days or through the end of any prepaid rent period, whichever is greater, to make arrangements and vacate the premises.
 - ii. Live-in aides are not considered household members and do not have rights of tenancy.
- b. Executor or Responsible Party:
 - i. If an executor, next of kin, or other responsible party is identified, Housing Kitsap will allow them the greater of 15 calendar days or through the end of any prepaid rent period to retrieve the tenant's belongings and return possession of the unit.
 - ii. During this time, the unit will not be re-rented, but no new rent assistance or tenancy rights will accrue.
- c. No Responsible Party Identified:
 - i. If no responsible party can be located within a reasonable period, the unit will be considered abandoned. Housing Kitsap will proceed in accordance with its abandonment and personal property procedures, consistent with applicable landlord-tenant law.

Note: For PBV units, Housing Kitsap will notify Housing Kitsap of the death to ensure appropriate termination of subsidy and compliance with HUD reporting requirements.

Notice and Due Process: Housing Kitsap will issue a written Notice of Termination in accordance with applicable Washington State landlord-tenant law, and the lease. The notice will specify:

- The reason(s) for termination;
- The effective date of termination;
- The tenant's right to respond or request a grievance hearing (if applicable).

Mitigating Circumstances: In 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;
- Whether the leaseholder has taken steps to prevent recurrence (e.g., treatment, behavior contracts).

Criminal Record Terminations: When a 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 to dispute the accuracy or relevance of the record.
- If the termination proceeds, the tenant may contest the decision in a grievance hearing or court proceeding.

Termination Notice

Housing Kitsap will provide a family with prompt written notice that will include:

1. A brief statement of the reason(s) for the decision;
2. The effective date of the proposed termination;
3. The family's right, if they disagree, to grieve the termination in accordance with Housing Kitsap grievance policy;
4. HUD Form 5380 Notice of Occupancy Rights Under the Violence Against Women Act and HUD Form 5382 Certification;
5. The right to request a reasonable accommodation; and
6. A statement that if any resident is remaining in the unit on the termination date, Housing Kitsap may seek enforcement of the termination in court.

The notice will be delivered to any adult answering the door; if no adult answers the door, the notice will be affixed to the door and will be sent by first-class mail to the unit address. Additional copies of the notice will be mailed in accordance with Housing Kitsap attorney instructions.

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 by lease violations, nonpayment of rent, or other material noncompliance. All eviction cases are filed at Kitsap County Superior Court, located at 614 Division Street, Port Orchard, WA 98366. The following outlines the standard eviction and writ of restitution process used in Kitsap County for Housing Kitsap properties.

The court proceedings generally follow these steps:

1. Call to Order
 - a. The judge goes through the list of cases, typically the attorneys answer for their client and rarely do parties come without legal representation. The list determines the order the cases are called in.
2. Opening Statements
 - a. Housing Kitsap's attorney may begin with an opening statement summarizing why they believe the tenant should be evicted (e.g., nonpayment of rent or violation of lease terms). The tenant may also provide a brief opening statement to present their defense.



Steps 3 – 5 typically do not happen as they are part of a more formal process, typically the next step is Step 6 when the Judge asks questions typically surrounding current rent payments or the willingness of Housing Kitsap to enter into a repayment agreement with the household.

3. Housing Kitsap's Case

- a. Housing Kitsap's attorney presents evidence to support their claim, such as:
 - i. The lease agreement.
 - ii. Proof that they served proper notice to vacate.
 - iii. Evidence of unpaid rent or lease violations.
- b. Housing Kitsap may also call witnesses, such as a property manager or others who can provide relevant testimony.

4. Tenant's Case

- a. After Housing Kitsap's case, the tenant has the opportunity to present their defense. This can include:
 - i. Evidence of rent payments or receipts.
 - ii. Evidence showing Housing Kitsap did not provide required repairs or otherwise violated the lease.
 - iii. Proof that the eviction is retaliatory or unlawful.
- b. The tenant may also call witnesses to support their defense.

5. Judge's Questions

- a. The judge may ask questions to clarify points of law or fact presented by either party. This helps the judge understand the situation better before making a decision.

6. Judge's Decision

- a. After hearing both sides, the judge may make an immediate ruling from the bench. The judge will either:
 - i. Grant Housing Kitsap's request for a writ of restitution, ordering the tenant to vacate the property.
 - ii. Require Housing Kitsap to enter into a repayment agreement with the household allowing the tenant to remain in the property.
 - iii. Dismiss the case if the tenant has a valid defense, allowing the tenant to remain in the property.
 - iv. In some cases, the judge may take the matter under advisement and issue a written decision later – this is very rare in Kitsap County

7. Monetary Judgment

- a. If Housing Kitsap wins, the court may also award a monetary judgment for unpaid rent or damages. The tenant may be ordered to pay these amounts in addition to vacating the property.



8. Writ of Restitution

- a. If Housing Kitsap prevails, the court issues a writ of restitution. This document gives Housing Kitsap the right to recover possession of the property, which can be enforced by the Kitsap County's Sheriff's Office after a specified period if the tenant does not leave voluntarily.

The tenant may appeal the decision, but they must act quickly and often post a bond to stay in the property during the appeal process.

Once a writ of restitution is granted in Kitsap County, it allows Housing Kitsap to regain possession of the unit. The process involves several legal steps to ensure a lawful transfer of the unit back to Housing Kitsap. The next steps in the unlawful detainer process generally follow these steps:

1. Issuance of the Writ of Restitution

- a. After the court grants the writ, it is formally issued by the court clerk. This writ orders the tenant to vacate the property and gives Housing Kitsap the legal right to recover possession.

2. Delivery of the Writ to the Sheriff

- a. Housing Kitsap's attorney delivers the writ of restitution to the Kitsap County Sheriff's Office for enforcement.

3. Kitsap County Sheriff's Office's Posting of Notice

- a. The Kitsap County Sheriff's Office posts a Notice of Eviction at the property, informing the tenant of the writ and giving them a specific amount of time to vacate, typically 3-5 days. The notice includes the date by which the tenant must leave voluntarily to avoid forced removal.

4. Tenant's Opportunity to Vacate

- a. The tenant has the opportunity to vacate the unit voluntarily within the time frame given by the Kitsap County Sheriff's Office's notice. If the tenant moves out, they are expected to leave the property in good condition, return the keys, and remove all personal belongings.

5. Kitsap County Sheriff's Office's Physical Eviction

- a. If the tenant does not vacate the property by the deadline, the Kitsap County Sheriff's Office will return to the property to carry out the physical eviction. This involves:
 - i. Removing the tenant and any occupants from the property.
 - ii. Securing the property by locking it or changing the locks.
 - iii. Supervising the removal of the tenant's personal property, which Housing Kitsap may be required to store for a certain period under Washington law.

6. Housing Kitsap's Repossession



- a. Once the sheriff has removed the tenant and secured the property, Housing Kitsap can legally take possession of the unit. This includes:
 - i. Changing the locks, if not already done by the sheriff.
 - ii. Inspecting the property for damage.
 - iii. Making necessary repairs or cleaning to prepare the unit for new tenants.

7. Storage of Tenant's Belongings

- a. If the tenant left behind personal property, Washington law requires Housing Kitsap to store the belongings for a period of time, typically 45 days. During this period, the tenant can reclaim their property by paying for the storage and any related costs. If the tenant fails to reclaim their property, the Housing Kitsap may dispose of it following proper legal procedures.

8. Final Settlement

- a. If the court awarded a monetary judgment for unpaid rent or damages, Housing Kitsap may pursue collection of that judgment through legal means (e.g., wage garnishment, liens). However, this process is separate from the physical eviction.

The writ of restitution process in Kitsap County is designed to ensure that the eviction is carried out legally and that both the Housing Kitsap's and tenant's rights are respected during the return of the property.

VIII. Move Out

Types of Move-Outs

Voluntary Move-Out: A tenant must submit a written **20-Day Notice of Intent to Vacate** to the property manager. The 20-day period begins the day Housing Kitsap receives the notice. Unless otherwise specified in the lease or by program rules, tenants are responsible for the full rent amount for the month, even if they move out mid-month, as rent is not prorated.

Involuntary Move-Out: The tenant is served a legal notice such as a Notice to Pay Rent or Vacate (for nonpayment of rent) or a Notice to Comply with Lease or Vacate (for lease violations). Failure to comply with the notice may result in the filing of an unlawful detainer (eviction) action in Superior Court.

Abandonment: A unit is considered abandoned when (1) the tenant is behind on rent, and (2) the tenant's words or actions reasonably indicate they have permanently vacated the unit. Housing Kitsap may post a notice of intent to reenter, and if unchallenged within a specific period (typically 48 hours), may proceed to secure the unit in accordance with state law.

Death of a Sole Occupant: In the event of the death of the sole leaseholder, Housing Kitsap is typically notified by law enforcement or the tenant's next of kin. While legal notice is not required from the estate, rent remains the responsibility of the deceased tenant's estate until possession of the unit is



formally returned. Housing Kitsap will make reasonable efforts to work with the executor or authorized representative regarding move-out logistics. If no representative is identified, the unit may be handled as an abandoned unit in accordance with RCW 59.18.310.

Delivery

Tenants are required to provide written notice of their intent to vacate the unit in accordance with Housing Kitsap's lease and federal/state program requirements.

Accepted Methods of Delivery:

Written notices may be submitted in any of the following ways:

- Delivered in person to the community management office
- Sent via first-class mail
- Submitted via fax
- Sent via email, only if permitted by the lease agreement or written policy

Unacceptable Notice Format:

Verbal notices to vacate will not be accepted under any circumstances.

Notice Period Requirements:

- Tenants must provide at least 20 days' written notice before vacating the unit.
- The 20-day period begins on the date the notice is received by Housing Kitsap, not the date the tenant submits or sends it.

Important Notes:

- Housing Kitsap encourages tenants to give notice at the beginning of a rental period to avoid unintended rent charges. For example, to move out by April 30, the written notice should be received by Housing Kitsap no later than March 31.
- If a household provides notice later than the 30-day requirement, they may remain financially responsible for the full following rental period.
- Tenants are encouraged to keep a copy of their notice and proof of delivery (such as a fax confirmation or sent email receipt) for their records.

If there is a question about the required length of notice or method of delivery based on unit type or program layering, tenants should contact the property manager for clarification.

Canceling a Notice to Vacate

Tenants may request to cancel their previously submitted Notice to Vacate only if the unit has not already been contractually assigned to a new applicant (i.e., a lease has not been signed, and the applicant has not been approved for that specific unit). All requests to cancel a Notice to Vacate must be submitted in writing to the property manager.



Once a unit has been offered to an eligible applicant, Housing Kitsap cannot guarantee that the cancellation request will be granted.

If the unit has been offered to another applicant and no other suitable units are available for transfer, the applicant's paid application fee will be refunded in accordance with Housing Kitsap's application fee policy.

Tenants are encouraged to notify Housing Kitsap as early as possible if their plans change.

Personal Property Storage Requirements

In Washington State, when a tenant is evicted and leaves personal belongings behind, Housing Kitsap is required to follow specific procedures to notify the tenant about their right to reclaim those possessions.

Housing Kitsap will create an inventory of the tenant's belongings left on the property. This should include detailed descriptions and, if possible, photographs of the items. Housing Kitsap is required to store the items in a safe place for a specific time (usually 45 days).

Housing Kitsap will decide whether to store the tenant's belongings on-site (in the unit or elsewhere on the property) or off-site in a storage facility. Housing Kitsap will charge the tenant for the cost of storage.

A written notice will be sent to the tenant regarding the storage of their possessions. This notice will include a description of the items being stored, the location where the items are being stored (on-site or off-site), instructions on how the tenant can reclaim their belongings, the cost of storage, the deadline for the tenant to reclaim their possessions (usually 45 days) and a statement informing the tenant that their belongings may be disposed of if not claimed within the 45-day period.

The notice must be delivered to the tenant in the following ways: Housing Kitsap will mail the notice to the tenant's last known address, or the address provided by the tenant and Housing Kitsap will post the notice in a conspicuous place on the rental property.

The tenant has the right to reclaim their belongings within the 45-day period after the notice has been sent. They must pay any reasonable storage fees charged by Housing Kitsap.

Housing Kitsap is required to keep the tenant's belongings in storage for 45 days after sending the notice. During this period, the tenant can contact Housing Kitsap to arrange pickup.

If the tenant does not claim their belongings within the 45-day period, Housing Kitsap will dispose of the items either by selling the belongings and applying the proceeds to the costs of storage or unpaid rent or donating or disposing of the items if they are of low value or cannot be sold.



If Housing Kitsap intends to sell the tenant's belongings, they must provide the tenant with an additional notice at least 30 days before the sale. This notice will include the time and place of the sale and a description of the items to be sold. Additionally, it will state that any proceeds from the sale must first cover storage costs, with any remaining amount owed to the tenant.

Housing Kitsap will keep thorough documentation of the entire process, including copies of all notices, proof of mailing or posting, inventory lists, and any receipts related to storage or disposal of the items. This documentation can protect Housing Kitsap if the tenant later claims their property was wrongfully handled.

Once the 45-day period has passed without the tenant claiming their belongings', Housing Kitsap is legally allowed to dispose of the items in a manner that is reasonable under the circumstances (either by sale, donation, or disposal).

Note: This procedure is compliant with Washington State landlord-tenant law (RCW 59.18.310) regarding personal property disposition following tenant eviction.

Deposit Disposition Statement

In accordance with RCW 59.18.280, Housing Kitsap will complete and issue a Deposit Disposition Statement within 30 calendar days of a tenant vacating or abandoning the unit.

The deposit may be used to cover:

- Unpaid rent or other charges owed 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 procedures.

An itemized list of all deductions will be included with the disposition statement.

If a refund is due to the tenant, Housing Kitsap will mail the refund check to the last known address provided. It is the tenant's responsibility to ensure their forwarding address is on file at the time of move-out.

If the deposit does not fully cover the balance owed:

- Housing Kitsap will notify the tenant of the outstanding amount due.
- Tenants who are unable to pay the full balance at once may request a repayment agreement.
- If the tenant does not respond, enter into a repayment agreement, or fails to meet the terms of the agreement, Housing Kitsap may refer the unpaid balance to a collection agency for further action.

Housing Kitsap will retain records of the deposit disposition, itemized deductions, and any related correspondence, in accordance with Washington State landlord-tenant law.



IX. Grievance Procedure

When Housing Kitsap makes a decision that has a negative impact on an applicant or tenant, the household is often entitled to appeal the decision.

The informal review process is for applicants, the informal hearing is for tenants. In both instances, Housing Kitsap may suggest an administrative file review as an initial step, to see if the concern can be addressed through this process.

Request for an Informal Review

An informal review hearing by the Housing Kitsap hearing officer is intended to provide a means for an applicant to provide evidence to refute the ground for ineligibility/denial for admission to a property. Housing Kitsap follows the below procedure for applicants.

The process must begin with a request for an informal review after receiving a Notification of Adverse Action. A request for a review can be made in person at the property management office listed above, or in writing and delivered to the Housing Kitsap main office either in person or by first class mail by the close of the business day, no later than ten (10) business days from the date of Housing Kitsap's Notification of Adverse Action.

The request must contain the following information:

- The reason for the grievance or contest of Housing Kitsap's proposed action;
- The action relief sought;
- Supporting documents/evidence on behalf of the applicant/tenant; and
- Any additional information to be reviewed by the Housing Kitsap hearing officer

The property manager will send an acknowledgement notice within five (5) business days of the applicant's request for an informal review. This notice will state the time, date and location of the informal review. Informal reviews will be held at the Housing Kitsap main office located at 2244 NW Bucklin Hill Road, Silverdale WA 98383. Reasonable Accommodation requests must be submitted with the request of the informal review. If the complainant or person requesting the review is more than 15 minutes late to the review, they are considered a no-show, and the original decision is automatically upheld.

If the tenant or prospective tenant's request for an informal review is not received within ten (10) business days of Housing Kitsap's notification of denial, Housing Kitsap's decision will become final. If supporting documents are not submitted alongside the written request, the applicant may bring the supporting documentation to the scheduled review. Additionally, the hearing officer may request additional documentation that must be submitted to the hearing officer or property manager. Documents can be dropped off at Housing Kitsap main office located at 2244 NW Bucklin Hill Road, Silverdale WA 98383 or emailed to the Hearing Office and/or property manager within three (3) business days. If the requested documents are not received within three (3) business days, Housing



Kitsap's decision will become final.

Conducting an Informal Review

The Housing Kitsap hearing officer will not be the person, nor a subordinate of the person who made or approved the original denial of admission to the property or the increase in security deposit. The hearing officer will perform a full file review based on the provided information. Refer to Consideration of Circumstances and Informal Review Decision sections for more information on the process. The hearing officer will make the final written decision whether admission should be granted or denied.

Consideration of Circumstances

Housing Kitsap will consider all relevant circumstances when deciding whether to deny admission based on a family's past history except in the situations for which denial of admission is mandated.

In the event Housing Kitsap receives unfavorable information with respect to an applicant, consideration must be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with its policies, Housing Kitsap will give consideration to factors which might indicate a reasonable probability of favorable future conduct.

Housing Kitsap will consider the following factors prior to making its decision:

- The seriousness of the case, especially with respect to how it would affect other residents.
- The effects that denial of admission may have on other members of the family who were not involved in the action or failure.
- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, or stalking.
- The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future.
- Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs.

Informal Hearing Decision

Housing Kitsap will provide the applicant with written notification of the final decision resulting from the informal review. This notification will include a brief statement of the reasons for the final decision and will be mailed within ten (10) business days of the review to the applicant and their authorized representative, if applicable.

In making a determination, the reviewing officer will evaluate the following:

- **Validity of Grounds for Denial:** Whether the stated reason(s) for denial of admission, program ineligibility, or withdrawal of application are consistent with Housing Kitsap's Tenant Selection Plan, applicable program regulations and federal/state nondiscrimination requirements.
- **Credibility and Relevance of Evidence:** The reviewing officer will base the decision solely on the evidence and documentation presented by both Housing Kitsap and the applicant during the informal review.



- **Sufficiency of Supporting Evidence:** If the facts presented substantiate the reason(s) for denial or withdrawal, the adverse action will be upheld.
- **Discretionary Considerations:** If the denial is based on discretionary criteria (e.g., suitability or criminal background screening), the reviewing officer may consult with another Housing Kitsap designee for peer guidance prior to finalizing the decision.

Recordkeeping and Next Steps:

If the informal review **upholds** the adverse action (e.g., denial of admission), the outcome will be documented in the applicant's file and the applicant may reapply in accordance with Housing Kitsap's reapplication policy and applicable program guidelines.

If the informal review determines that the denial or adverse action was **not supported** by adequate documentation or was issued in error, Housing Kitsap will promptly reverse the decision and continue processing the application.

Request for an Informal Hearing

The process must begin with a request for an informal hearing after receiving a Non-Compliance Notice or Notification of Adverse Action. A request for a hearing can be made in person at the property management office listed above, or in writing and delivered to the Housing Kitsap main office either in person or by first class mail by the close of the business day, no later than ten (10) business from the date of notice.

The request must contain the following information:

- The reason for the grievance or contest of Housing Kitsap's proposed action;
- The action relief sought;
- Supporting documents/evidence on behalf of the applicant/tenant; and
- Any additional information to be reviewed by the Housing Kitsap hearing officer

The property manager will send an acknowledgement notice within five (5) business days of the household's request for an informal hearing. This notice will state the time, date and location of the informal hearing. Informal hearings will be held at the Housing Kitsap main office located at 2244 NW Bucklin Hill Road, Silverdale WA 98383. Reasonable Accommodation requests must be submitted with the request of the informal hearing. If the complainant or person requesting the hearing is more than 15 minutes late to the hearing, they are considered a no-show, and the original decision is automatically upheld.

If the tenant or prospective tenant's request for an informal hearing is not received within ten (10) business days of Housing Kitsap's notification of denial, Housing Kitsap's decision will become final. If supporting documents are not submitted alongside the written request, the applicant may bring the supporting documentation to the scheduled hearing. Additionally, the hearing officer may request additional documentation that must be submitted to the hearing officer or property manager. Documents can be dropped off at Housing Kitsap main office located at 2244 NW Bucklin Hill Road,



Silverdale WA 98383 or emailed to the Hearing Office and/or property manager within three (3) business days. If the requested documents are not received within three (3) business days, Housing Kitsap's decision will become final.

Conducting an Informal Hearing

The Housing Kitsap hearing officer will not be the person, nor a subordinate of the person who made or approved the original denial of admission to the property or the increase in security deposit. The hearing officer will perform a full file review based on the provided information. Refer to Consideration of Circumstances and Informal Hearing Decision sections for more information on the process. The hearing officer will make the final written decision whether admission should be granted or denied.

Consideration of Circumstances

Housing Kitsap will consider all relevant circumstances when deciding whether to deny admission based on a family's past history except in the situations for which denial of admission is mandated.

In the event Housing Kitsap receives unfavorable information with respect to an applicant, consideration must be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with its policies, Housing Kitsap will give consideration to factors which might indicate a reasonable probability of favorable future conduct.

Housing Kitsap will consider the following factors prior to making its decision:

- The seriousness of the case, especially with respect to how it would affect other residents.
- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, or stalking.
- The length of time since the violation occurred, the tenant's recent history and the likelihood of favorable conduct in the future.
- Evidence of the tenant's participation in or willingness to participate in social service or other appropriate counseling service programs.

Informal Hearing Decision

Housing Kitsap will provide the tenant with written notification of the final decision resulting from the informal hearing. This notice will include a brief statement of the reasons for the decision and will be mailed within ten (10) business days of the hearing to the tenant and their authorized representative, if applicable.

In making a determination, the hearing officer will evaluate the following:

- **Validity of Grounds:** Whether the stated grounds for the non-compliance notice or denial of admission are supported by applicable policy and program regulations.
- **Credibility and Relevance of Evidence:** The hearing officer will base the decision solely on the documentation and evidence presented during the informal hearing process.
- **Sufficiency of Evidence:** If the facts support the issuance of the non-compliance notice or denial of admission, the notice will be upheld.



- **Discretionary Determinations:** In cases where the grounds for denial or non-compliance are discretionary, the hearing officer may consult with another designated Housing Kitsap hearing officer for peer guidance before issuing a final decision.

Record and Enforcement Implications:

- If the informal hearing upholds the non-compliance notice, the notice will remain in the tenant's file and may be used to support legal action if the tenant receives four or more legal non-compliance notices within any twelve (12)-month period.
- If the informal hearing determines that the non-compliance notice was not supported by adequate documentation or evidence, the notice will remain in the tenant's file for record-keeping purposes but will not be used in future legal actions pertaining to cumulative non-compliance.

X. Record-Keeping and Reporting

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

- The Washington State Public Records Act (RCW 42.56)
- The Washington Secretary of State's Housing Authorities Records Retention Schedule
- IRS Section 42 compliance requirements for Low-Income Housing Tax Credit (LIHTC) properties
- HUD regulations applicable to Project-Based Voucher (PBV) units administered by Housing Kitsap
- 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 but not limited to:

- 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 applicable retention period across all funding sources and regulatory partners.

Confidentiality and Public Records

Housing Kitsap complies with the Washington State Public Records Act to promote transparency in government operations. However, all Personally Identifiable Information (PII) and confidential tenant or applicant data are protected from disclosure under applicable federal and state privacy laws, including HUD's privacy rules 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 the responsibilities of Housing Kitsap regarding domestic violence, dating violence, sexual assault, and stalking. This policy is applicable to all of the federally subsidized housing programs administered or managed by Housing Kitsap. Protections under this policy are available to applicants, tenants who are victims regardless of sex, gender identity, sexual orientation, race, color, national origin, religion, familial status, disability, or age.

An applicant or a tenant will not be denied admission to or evicted from housing as a direct result of the fact the applicant or tenant/participant has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant or tenant/participant otherwise qualifies for housing.

Definitions

The definitions in this section apply only to this policy.

Actual and imminent threat: Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

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

Affiliated Individual: A spouse, parent, brother or sister, or child of that individual to whom the victim stands in the place of a parent or guardian (e.g. the affiliated individual is a person in the care, custody, or control of that individual); or any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate: To divide a lease as a matter of law, such that certain tenants or lawful occupants can be evicted or removed, and the remaining tenants or lawful occupants can continue to reside in the unit



under the same lease requirements or may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Bona fide Claim: A bona fide claim of domestic violence, dating violence, sexual assault, or stalking must include incidents that meet the terms and conditions in the above definitions.

Confidentiality: Means that Housing Kitsap will not enter information provided to Housing Kitsap by a victim alleging domestic violence into a shared database or provide this information to any related entity except as stated in this policy.

Dating Violence: Violence committed by a person:

- who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- where the existence of such relationship shall be determined based on a consideration of the following factors:
 - the length of the relationship,
 - the type of relationship,
 - the frequency of interaction between the persons involved in 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 in common,
- c. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. A person similarly situated to a spouse, or
- e. Any other person against an adult or youth victim who is protected from that person's acts.

Perpetrator: A person who commits an act of domestic violence, dating violence, or stalking against a victim.

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

Spouse or intimate partner of the victim: A person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- Fear for the person's individual safety or the safety of others, or
- Suffer substantial emotional distress.



Violence Against Women Act (VAWA) Protections

Under the Violence Against Women Act (VAWA), applicants and residents in all Housing Kitsap properties have the following specific protections:

An incident or incidents or actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating tenancy, or occupancy rights of the victim of such violence by Housing Kitsap.

Housing Kitsap may terminate the tenancy to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without evicting victimized lawful occupants. Also, Housing Kitsap may evict a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without evicting other victimized lawful occupants. This is true even if the household member is not a signatory to the lease. Under VAWA, Housing Kitsap is granted the authority to bifurcate the lease.

Housing Kitsap will honor court orders regarding the rights of access or control of the property.

There is no limitation on the ability of Housing Kitsap to evict or terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault or stalking, other than the victim may not be subject to a “more demanding standard” than a non-victim.

There is no prohibition on Housing Kitsap evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing goods or services to the property if that tenant’s (victim’s) tenancy is not terminated.”

Any protections provided by law that give greater protection to the victim are not superseded by these provisions.

Notification of VAWA Protections

Housing Kitsap will provide the HUD issued “HUD Form 5380 Notice of Occupancy Rights under the Violence Against Women Act” and the HUD issued “HUD Form 5382 Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation” to adult applicants and tenants at the following times:

1. For applicants
 - a. At the time the applicant is provided admission, and
 - b. At the time the applicant is denied admission for cause.
2. For tenants:
 - a. With any notification of eviction.



Housing Kitsap will explain VAWA Protections at all pre-lease and program briefings. The right to claim VAWA Protections will also be outlined on all denial of admission or assistance notices and all termination of tenancy notices.

Verification of Domestic Violence, Dating Violence, Sexual Assault or Stalking

Housing Kitsap requires verification in all cases where an individual claims protection under VAWA against an action involving such individual proposed to be taken by Housing Kitsap.

Requirement for Verification: The law allows, but does not require, Housing Kitsap to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy.

Housing Kitsap will require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by Housing Kitsap. Section 8 owners or managers receiving rental assistance administered by Housing Kitsap may elect to require verification or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. HUD-approved form (HUD-5382) - By providing to Housing Kitsap written certification, on the form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD approved form.
2. Third-party documentation - by providing to Housing Kitsap documentation:
 - a. Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional or a mental health professional from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse, described in such documentation.
 - b. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy.
 - c. The victim of the incident or incidents of domestic violence, dating violence, sexual assault or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. Police or court record – by providing to Housing Kitsap a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.



Time allowed to provide verification/failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by Housing Kitsap to provide verification, must provide such verification within fourteen (14) business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time may result in loss of protection under VAWA and this policy against a proposed adverse action.

Conflicting Information: When more than one applicant or tenant/participant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalking and the information in one person's documentation conflicts with the information in another person's documentation, or submitted documentation conflicts with existing information already available to Housing Kitsap, Housing Kitsap will require third-party verification as described above.

Housing Kitsap will honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and/or to address the distribution or possession of property among the parties.

Time allowed to provide third-party verification/failure to provide. Applicants and tenants required to provide third-party documentation as a result of conflicting information, must provide such documentation within thirty (30) calendar days from the date of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

Confidentiality

Given the significant safety issues faced by victims of domestic violence, dating violence, sexual assault, or stalking, it is critical that involved staff protect the privacy of the victim including the fact that an applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

Staff (or those who administer assistance on their behalf, e.g., contractors) must not have access to the information unless explicitly authorized by Housing Kitsap for reasons that specifically call for these individuals to have access to such information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim); and

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:

1. Requested or consented to by the individual in writing,
2. Required for used in an eviction proceeding, or
3. Otherwise required by applicable law.



While a VAWA claim is being processed any information related to the claim will be kept in a manila envelope in a locked file cabinet separate from tenant files.

When the VAWA claim is resolved, the manila envelope containing the VAWA information will be sealed, marked with the unit # or other confidential identifier and a destroy date of three (3) years following final resolution. The folder will be stored in a locked file cabinet until the destroy date is reached.

Emergency Transfer Plan Under VAWA

Housing Kitsap is concerned about the safety of its tenants and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking.

In accordance with the Violence Against Women Act (VAWA), Housing Kitsap allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability of Housing Kitsap to honor such request for tenants currently housed, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether Housing Kitsap has another dwelling unit that is available and is safe to offer the tenant for permanent occupancy. Transfer requests will be prioritized based on Housing Kitsap Transfer Policy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Housing Kitsap housing programs are in compliance with VAWA.

Eligibility For Emergency Transfers

1. A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.
2. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.
3. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify Housing Kitsap management office and submit a written request for a transfer to another unit within Housing Kitsap. Housing Kitsap will



provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under Housing Kitsap program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Emergency Transfer Confidentiality

Housing Kitsap will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives Housing Kitsap written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the "Notice of Occupancy Rights under the Violence Against Women Act for All Tenants" for more information about Housing Kitsap's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

1. Housing Kitsap cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. Housing Kitsap will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. Housing Kitsap may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.
2. If Housing Kitsap has no safe and available units for which a tenant who needs an emergency transfer is eligible, Housing Kitsap will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, Housing Kitsap will also assist tenants in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.



Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>. 5. Tenants shall also be given a list of local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

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 four-day grace period is allowed (through the 5th).
- Rent not received by the close of business on the 5th is considered delinquent.
- Late fees may not be assessed until after the 5th day has fully elapsed.

Late Fees and Returned Checks

- A \$5.00 late fee is assessed on or after the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due.
- Returned checks (Non-Sufficient Fund, NSF): tenants are currently charged the actual fee assessed by Housing Kitsap's bank. Effective April 1, 2026, the returned check/NSF fee will increase to \$45.00 for all Housing Kitsap properties and residents.
- Check-writing privileges:
 - First NSF: personal checks prohibited for 6 months.
 - Second NSF: prohibited for 1 year.
 - Third NSF: prohibited indefinitely.

Late Fee Waiver

A resident may submit a written request for a late fee waiver within ten (10) business days of the date the charge was assessed. Requests will be reviewed on a case-by-case basis and are not automatically granted.

Late fee waivers may be approved when the late payment was directly related to a documented hardship, including but not limited to:

- Medical emergency affecting the resident or an immediate household member



- Disability-related barrier, where the late payment resulted from a reasonable accommodation need
- Circumstances protected under the Violence Against Women Act (VAWA)

Residents must provide reasonable supporting documentation sufficient to substantiate the hardship. Housing Kitsap will not require disclosure of confidential or detailed medical or VAWA-related information beyond what is necessary to establish eligibility for consideration.

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, Application Denials, Move-In, Lease Compliance, Nonpayment, Termination, Move-Out, Deposit, Personal Property, Grievance, Policy Review	Comprehensive update for Park Place Apartments: added 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.	Board of Commissioners
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
07/28/2026	III. Eligibility and Suitability Criteria	Streamlined Criminal Background language and added a new "Internal Evaluation & Escalation of Denial Decisions" subsection. This update standardizes how Housing Kitsap	Board of Commissioners



Revision Date	Section(s) Revised	Description of Change	Approved By
		reviews proposed denials or terminations, allowing consideration of mitigating documentation and coordinating review across Property Management and Compliance when needed. Due-process requirements remain unchanged.	