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Tenant Selection and Continued Occupancy Plan

Windsong Apartments

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This institution is an equal opportunity provider and employer.

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



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I. Introduction

The Tenant Selection and Continued Occupancy Plan (TSCOP) for Windsong serves as a guiding document to ensure the fair, consistent, and transparent management of tenant selection and occupancy within Housing Kitsap's housing programs. This plan has been developed to ensure compliance with applicable federal, state, and local housing regulations relevant to the funding and program types at Windsong.

Windsong Apartments is a 36-unit US Department of Agriculture Rural Development (USDA-RD), Section 515 Program community. Accordingly, this plan is aligned with the regulatory requirements of the following:

- The Fair Housing Act
- The US Department of Agriculture Rural Development (USDA-RD) Section 515 Program
- Any other applicable federal, state, or local requirements 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

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 tenants are treated fairly, equitably, and without discrimination. This policy applies to all programs and properties operated by Housing Kitsap, including those funded by the USDA Rural Development Section 515 program, the Washington State and Kitsap County HOME and Housing Trust Fund (HTF) programs, and any other federal, state, or local funding sources.

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 will take meaningful actions to overcome patterns of segregation and foster inclusive communities, consistent with HUD's and the Washington State Department of Commerce's AFFH obligations.
- **Limited English Proficiency (LEP):**
In accordance with USDA-RD and HOME program guidance, Housing Kitsap will provide meaningful access to persons with limited English proficiency through translation, interpretation, and outreach strategies.
- **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:**
Units will be offered strictly in accordance with this Tenant Selection and Continued Occupancy Plan. No applicant shall receive preferential treatment for personal or political reasons.

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 requirements:

1. Age Eligibility

The head of household, co-head, or spouse must be 18 years of age or older, or an emancipated minor at the time of application. Applicants must meet this requirement in order to be placed on the wait list.

2. Income Eligibility

The household's anticipated annual income must fall within the applicable income limits established by the program's funding sources, including USDA Rural Development Section 515 program. Income limits are based on household size and area median income (AMI) and are updated annually by each funding agency. Household must meet all applicable income requirements in accordance with current regulatory guidance from each funding source.

3. Citizenship or Eligible Immigration Status

At least one household member must be a U.S. citizen or have eligible immigration status as defined by federal regulations. Documentation must be provided for verification purposes in accordance with applicable USDA Rural Development requirements found in 7 CFR § 3560.152 and applicable federal guidance.

4. Documentation of Social Security Numbers

Each household member (except those who are not contending eligible immigration status or



are age-exempt) must provide valid documentation of a Social Security number (SSN) or certify that they do not have one. This requirement must be met before admission.

5. **Signed Consent Forms**

All adult household members must sign required consent forms authorizing Housing Kitsap to obtain and verify information necessary to determine eligibility, income, and suitability. These may include forms related to income verification, criminal background screening, and program compliance.

6. **Legal Capacity to Enter into a Lease Agreement**

The head of household or any other member signing the lease must have the legal capacity to enter into a binding contract under state law.

Occupancy Standards

Housing Kitsap uses the “**2+1 Occupancy Standard**” as a guideline to determine unit size eligibility, consistent with HUD recommendations, , 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.
- NSPIRE (Nation Standards for Physical Inspections of Real Estate) standards.

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 Windsong Apartments. These limits, based on the Area Median Income (AMI), and are updated annually by the U.S. Department of Housing and Urban Development (HUD) and USDA Rural Development. Income limits determine eligibility for units funded by USDA-RD Section 515 program.

Windsong Apartments is subject to layered funding requirements, and income eligibility is determined in accordance with the specific regulatory requirements of each funding source and the designation of each unit.



1. Determination of Area Median Income (AMI)

Definition:

The Area Median Income (AMI) represents the midpoint of a region's income distribution — meaning half of the area's households earn more than the AMI and half earn less. HUD updates AMI annually, taking into account local economic conditions and regional differences.

a. Adjustment for Household Size:

Income limits are adjusted based on the size of the household. Larger households are permitted higher income thresholds to reflect increased financial need.

2. Program-Specific Income Limits

a. USDA Rural Development (RD):

USDA-RD publishes income limits annually for Section 515 and other RD housing programs. These limits determine eligibility for both admission and continued occupancy. Income limit information is available on the USDA RD website.

3. Application of Income Limits

a. Initial Eligibility:

At the time of application, a households must meet the applicable income limits based on household size and the specific unit's funding designation. Income eligibility is determined by using gross annual income in accordance with USDA Rural Development regulations. Households must meet USDA-RD Section 515 program income limits to qualify for tenancy at Windsong.

b. Ongoing Compliance:

At Windsong, household income and assets will be verified on an annual basis to ensure continued program eligibility, in accordance with USDA Rural Development Section 515 regulation. Annual recertification is required to maintain compliance with both federal and state funding guidelines.

4. Impacts on Rent

The rent a household pays at Windsong may be determined by a percentage of gross income (e.g., 30%) when Rental Assistance (RA) is provided, or USDA-RD Basic or Note Rate Rent. Household residing at Windsong without RA will pay the applicable rent rate assigned to their unit in accordance with the regulatory requirements of USDA-RD Section 515 program.

Rent Structure

Windsong Apartments has multiple funding sources, USDA Rural Development (RD), the HOME Investment Partnerships Program, and the Washington State/County Housing Trust Fund (HTF). Each funding source has specific requirements for how rent is calculated and applied to eligible households. Rent levels are determined based on household income, program eligibility, and the unit's funding designation.



USDA Rural Development Rent Structure

USDA-RD properties operate under a dual rent structure:

- a. **Basic Rent:** Basic Rent is the minimum rent that may be charged for a unit and is based on the property's operating budget, debt service, and approved RD rent schedule. Households receiving Rental Assistance (RA) or paying based on 30% of adjusted income will not pay more than the Basic Rent.
- b. **Note Rate Rent:** Note Rate Rent represents the maximum allowable rent based on full loan repayment costs and operating expenses. Households who do not qualify for RA and whose income is too high to receive rent subsidies may be charged up to the Note Rate Rent, depending on their income level and the availability of RA.
- c. **Rental Assistance (RA):** Tenants receiving USDA Rental Assistance will typically pay no more than 30% of their adjusted monthly income, with RA covering the difference up to Basic Rent. RA is assigned based on availability and program rules (RD HB-2-3560, Chapter 6 and 7).

Citizenship/Immigration Status

Applicants for housing at properties funded by USDA Rural Development (RD) must meet eligibility criteria related to citizenship or immigration status, as outlined in applicable federal regulations.

For properties financed through USDA-RD Section 515 under the Rural Housing Service (RHS), eligibility is broader. USDA-RD does not restrict admission based on immigration status, but applicants must provide documentation of lawful presence in the U.S. per RD HB-2-3560, Chapter 4.

- a. **Eligible Immigration Statuses:**
 - U.S. citizens or nationals
 - Non-citizens legally admitted to the U.S., including:
 - Lawful Permanent Residents
 - Refugees or asylees
 - Individuals with valid work visas or other legally recognized statuses under federal law
- b. **Ineligible Immigration Statuses:**
 - Individuals without lawful presence in the U.S.
 - Applicants who cannot provide valid documentation of legal residency
- c. **Mixed-Status Families:**

USDA-RD properties do not require proration of assistance for mixed-status families. Eligibility is determined based on the household's income and lawful residency documentation, not specific immigration categories as in HUD programs.



Social Security Number Requirements

For properties funded through USDA Rural Development and the Housing Trust Fund (HTF), Housing Kitsap is required to collect and verify Social Security Numbers (SSNs) for all household members as applicable under each program's requirements.

SSNs are used to verify income and eligibility information through third-party sources. Once verified, SSNs do not need to be re-verified unless there is a discrepancy.

Required Individuals:

- All household members who are six (6) years of age or older, and
- Any household member claiming eligible immigration or citizenship status when required by program guidelines

Acceptable SSN Documentation:

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

If the applicant is unable to appear in person, Housing Kitsap may accept clear photocopies of the SSN documentation only if submitted by mail.

Note: An IRS Individual Taxpayer Identification Number (ITIN) is not a substitute for a Social Security Number and may not be used to satisfy this requirement.

Applicants who are ineligible for an SSN must certify their status and may be subject to program-specific rules regarding eligibility and proration of assistance, depending on the funding source.

Signed Consent Forms

All adult household members (age 18 or older) are required to sign the following consent and release forms as a condition of eligibility for tenancy at USDA-RD and HTF-funded properties:

Authorization for Release of Information (Housing Kitsap form)

Authorizes the release of information related to income, assets, expenses, criminal history, and other factors used to determine eligibility, rent calculation, and suitability.

USDA-RD Release of Information Authorization

A specific release authorizing Housing Kitsap to verify financial and eligibility information with third-party sources as required under USDA Rural Development Handbook HB-2-3560.

Rental Application Certification

The signed application includes the applicant's agreement to Housing Kitsap's screening process and consent to obtain information related to credit history, criminal background, and rental references.



Designation of Tenant Representative (if applicable)

For single-member households, this form designates a personal representative in case the tenant becomes unable to manage their housing matters independently.

Capacity to Enter a Legal Agreement

To be eligible for admission to Housing Kitsap, the head of household and any adult members signing the lease must have the legal capacity to enter into a binding lease agreement under Washington State law. In addition to this requirement, all household members must meet applicable eligibility and suitability screening criteria.

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.

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 will deny admission to any household if any member of the household:

1. Is currently engaged in, or has engaged in, any of the felony offenses listed below within the past seven (7) years.
2. Has committed two (2) or more misdemeanor offenses within any three (3)-year period during the past seven (7) years.

The following offenses are considered disqualifying under Housing Kitsap's criminal background screening criteria:

Felony Disqualifications (7-Year Lookback)



Crimes Against Persons

- Abandonment of a Dependent Person – (RCW 9A.42.060)
- Arson – (RCW 9A.48.020, RCW 9A.48.030)
- Assault (RCW 9A.36.011 - 1st Degree, RCW 9A.36.021 - 2nd Degree, RCW 9A.36.031 - 3rd Degree)
- Assault in the Fourth Degree (Including Domestic Violence) – (RCW 9A.36.041)
- Burglary (RCW 9A.52.020 - 1st Degree, RCW 9A.52.030 - 2nd Degree)
- Coercion – (RCW 9A.36.070)
- Crimes Against Children (Child Abuse, Neglect, Exploitation – RCW 26.44)
- Domestic Violence Crimes (RCW 10.99)
- Extortion (First & Second Degree) – (RCW 9A.56.120, RCW 9A.56.130)
- Failure to Register as a Sex Offender – (RCW 9A.44.132)
- Homicide Offenses:
 - Homicide by Abuse (RCW 9A.32.055)
 - Manslaughter (1st & 2nd Degree) – (RCW 9A.32.060, RCW 9A.32.070)
 - Murder (1st & 2nd Degree) – (RCW 9A.32.030, RCW 9A.32.050)
 - Vehicular Homicide – (RCW 46.61.520)
- Kidnapping (1st & 2nd Degree) – (RCW 9A.40.020, RCW 9A.40.030)
- Reckless Endangerment – (RCW 9A.36.050)
- Robbery (1st & 2nd Degree) – (RCW 9A.56.200, RCW 9A.56.210)
- Unlawful Imprisonment – (RCW 9A.40.040)
- Vehicular Assault – (RCW 46.61.522)

Firearm & Weapons Offenses

- Unlawful Possession of a Firearm – (RCW 9.41.040)
- Possession of a Dangerous Weapon (Switchblade, Brass Knuckles, etc.) – (RCW 9.41.250)
- Possession of a Firearm on School Grounds – (RCW 9.41.280)
- Illegal Discharge of a Firearm – (RCW 9A.36.045)

Crimes Against Property

- Fraud Offenses:
 - Identity Theft (1st & 2nd Degree) – (RCW 9.35.020)
 - Forgery – (RCW 9A.60.020)
 - Credit Card Fraud – (RCW 9A.56.280)
 - Welfare Fraud – (RCW 74.08.331)
 - Organized Crime (Leading Organized Crime) – (RCW 9A.82.060)
 - Making/Possessing a Stolen Vehicle Title – (RCW 46.12.720)
 - Unlawful Issuance of Checks or Drafts – (RCW 9A.56.060)
- Theft/Larceny (RCW 9A.56.030 - 1st Degree, RCW 9A.56.040 - 2nd Degree, RCW 9A.56.050 - 3rd Degree)
- Trespassing (RCW 9A.52.070 - 1st Degree, RCW 9A.52.080 - 2nd Degree)

Drug-Related Crimes



- Possession of a Controlled Substance with Intent to Deliver – (RCW 69.50.401)
- Manufacturing a Controlled Substance (Methamphetamine, Fentanyl, etc.) – (RCW 69.50.401)
- Unlawful Sale of Drug Paraphernalia – (RCW 69.50.412)
- Maintaining a Drug-Involved Premises – (RCW 69.53.010)

Crimes Against Government & Public Order

- Bribery – (RCW 9A.68.010)
- Perjury (1st & 2nd Degree) – (RCW 9A.72.020, RCW 9A.72.030)
- Escape from Custody – (RCW 9A.76.110 - 130)
- Tampering with a Witness – (RCW 9A.72.120)
- False Reporting – (RCW 9A.84.040)
- Failure to Appear (Bail Jumping) – (RCW 9A.76.170)

Misdemeanor Disqualifications

Crimes Against Persons

- Assault in the Fourth Degree – (RCW 9A.36.041) (Includes Domestic Violence-related assault)
- Reckless Endangerment – (RCW 9A.36.050)
- Harassment – (RCW 9A.46.020)
- Cyber Harassment – (RCW 9.61.260)
- Stalking – (RCW 9A.46.110)
- Coercion – (RCW 9A.36.070)
- Unlawful Aiming or Discharge of a Firearm – (RCW 9.41.230)
- Interfering with the Reporting of Domestic Violence – (RCW 9A.36.150)
- Failure to Obey a Lawful Order (Police Officer/Firefighter) – (RCW 9A.84.020)

Crimes Against Property

- Theft in the Third Degree (Value under \$750) – (RCW 9A.56.050)
- Shoplifting (Falls under Theft in the Third Degree) – (RCW 9A.56.050)
- Possession of Stolen Property (Third Degree) – (RCW 9A.56.170)
- Criminal Trespass (First & Second Degree) – (RCW 9A.52.070, RCW 9A.52.080)
- Malicious Mischief (Third Degree – Property Damage under \$750) – (RCW 9A.48.090)
- Vehicle Prowling in the Second Degree – (RCW 9A.52.100)
- Unlawful Issuance of a Bad Check (Under \$750) – (RCW 9A.56.060)

Alcohol-Related Offenses

- Driving Under the Influence (DUI – Alcohol or Drugs) – (RCW 46.61.502)
- Physical Control of a Vehicle While Under the Influence – (RCW 46.61.504)
- Minor in Possession of Alcohol (MIP) – (RCW 66.44.270)
- Furnishing Alcohol to a Minor – (RCW 66.44.270)
- Open Container Violation (Alcohol in a Vehicle) – (RCW 46.61.519)
- Public Intoxication (May lead to Disorderly Conduct or Trespassing)



Drug-Related Offenses

- Unlawful Use of Drug Paraphernalia – (RCW 69.50.412)
- Possession of a Controlled Substance (Previously Criminal, Now Civil but May Factor in Admission Decisions)
- Maintaining a Drug-Involved Premises (Misdemeanor Offenses) – (RCW 69.53.010)

Firearm & Weapons-Related Offenses

- Carrying a Concealed Pistol Without a License – (RCW 9.41.050)
- Unlawful Display of a Firearm – (RCW 9.41.270)
- Possession of a Dangerous Weapon (Switchblade, Brass Knuckles, etc.) – (RCW 9.41.250)

Public Order & Morality Crimes

- Disorderly Conduct – (RCW 9A.84.030)
- Failure to Disperse – (RCW 9A.84.020)
- Obstructing a Law Enforcement Officer – (RCW 9A.76.020)
- False Reporting – (RCW 9A.84.040)
- Resisting Arrest – (RCW 9A.76.040)
- Rendering Criminal Assistance (Third Degree) – (RCW 9A.76.050)
- Failure to Appear in Court (Bail Jumping – Misdemeanor Cases) – (RCW 9A.76.170)
- Prostitution – (RCW 9A.88.030)
- Patronizing a Prostitute – (RCW 9A.88.110)
- Indecent Exposure – (RCW 9A.88.010)
- Lewd Conduct (Public Sexual Indecency) – (RCW 9A.88.120)

Fraud & Financial Crimes

- Identity Theft in the Second Degree (Misdemeanor Level Cases) – (RCW 9.35.020)
- Forgery (Small-Scale or Misdemeanor-Level Cases) – (RCW 9A.60.020)
- Welfare Fraud (Misdemeanor Offenses) – (RCW 74.08.331)
- Check Fraud (Unlawful Issuance of Bank Checks under \$750) – (RCW 9A.56.060)

Gambling-Related Offenses

- Unlawful Gambling (Second Degree - Minor Offenses) – (RCW 9.46.230)
- Operating an Illegal Gambling Device (Misdemeanor) – (RCW 9.46.215)

Case-by-Case Consideration

In accordance with HUD guidance and Housing Kitsap policy, all criminal background screening decisions will be evaluated on a case-by-case basis. The decision to deny admission may be reconsidered after reviewing relevant factors, including but not limited to:

- The nature and severity of the offense
- The length of time since the offense occurred
- The age of the household member at the time of the offense
- Evidence of rehabilitation or participation in treatment programs



- Circumstances surrounding the offense (e.g., self-defense, coercion)
- Whether the conduct has ceased
- The impact on the health, safety, or peaceful enjoyment of the premises by others

Applicants may submit written documentation or a personal statement for consideration, including but not limited to:

- Letters of recommendation from service providers, employers, or caseworkers
- Completion of a rehabilitation or reentry program
- Evidence of stable housing, employment, or community involvement
- Court records or legal documents supporting a change in status (e.g., dismissal, expungement)

All supporting documentation must be submitted within ten (10) business days of receiving notice of potential denial.

Housing Kitsap will review the provided information before issuing a final decision. All determinations will be made in accordance with applicable federal, state, and local laws and Housing Kitsap's Admissions and Continued Occupancy Policy.

“Abusive or violent behavior” includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

“Threatening” refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

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, may 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.

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:

- Certified mail with return receipt requested, in accordance with USDA-RD Handbook HB-2-3560, Chapter 4, Paragraph 4.24

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 to the waitlist 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

The waitlist for this property remains open at all times, except when the number of applicants exceeds a level that can be reasonably managed in accordance with program requirements.

In such cases, Housing Kitsap may exercise its discretion to temporarily close the waitlist to ensure fair and efficient processing. When a waitlist is closed, no new applications will be accepted until the waitlist reopens.

Information regarding currently closed waitlists is publicly available and updated regularly on the Housing Kitsap website at: <https://www.housingkitsap.org/future-tenants>

Notice of waitlist closures and openings will also be posted in the property's management office and made available in accessible formats upon request.

Procedures for Accepting Wait List Applications

Initial Application

- Applications will be accepted only when the waitlist is open for the unit type requested. This property does not use pre-applications.



- 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 waitlist.
- 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
 - Estimated 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.
- Online applications submitted via www.housingkitsap.org will be placed on the minimum bedroom size waitlist, based on the household size and occupancy standards of the community.
 - If an applicant selects an incorrect unit size based on published occupancy standards, they will be automatically reassigned to the appropriate waitlist.
 - Applications from households that do not meet occupancy standards for any unit size will be denied.
 - Requests for a larger unit size due to a disability must be submitted through the Reasonable Accommodation process.
- Paper applications are available:
 - Outside the management office
 - By email or USPS
 - Online at www.housingkitsap.org
- For application assistance, contact the Windsong community office at (360) 779-6244.

Placing on the Waitlist

- The waitlist is maintained in chronological order in Housing Kitsap's property management software, which records:
 - Date and time of application
 - Head of Household name
 - Requested unit size
 - Household income level (Very Low, Low, or Moderate)
 - Any applicable preference status

Selection Process

Once an applicant submits a complete application and is determined tentatively eligible, selection from the waitlist will be made in the following order of income targeting priority:

1. Very low-income applicants
2. Low-income applicants
3. Moderate-income applicants

Regardless of income category, priority will be given to applicants who meet one or more of the following criteria:



- Persons requiring the special design features of an accessible unit
- Applicants with a Letter of Priority Entitlement (LOPE)
- Applicants displaced from RD-financed housing with a LOPE
- Applicants displaced due to a federally declared disaster

Procedures for Selecting from the Wait List

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 waitlist for the upcoming vacancy.

A Determination of Eligibility Offer (DOE) will be mailed to the top three (3) applicants on the waitlist 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 waitlist, 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 USDA Rural Development and Washington State HTF regulations. 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 waitlist.

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 waitlist.

Accessible Units

When a unit with accessible features becomes available, Housing Kitsap will offer the unit in the following order of priority, in compliance with Section 504 of the Rehabilitation Act and USDA-RD and HTF program requirements:

1. First, to a current tenant of the same property who has a verified disability that requires the features of the accessible unit and is currently occupying a unit that does not provide those features.
2. Second, to a qualified applicant on the waitlist who has a verified disability and requires the accessible features of the available unit.

Declining an Accessible Unit

If an applicant who previously indicated a need for accessible features declines an offer of an accessible unit that meets those stated needs, their application may be removed from the waitlist, subject to the following:

- The applicant will be notified in writing and offered an opportunity to submit a written explanation.
- If the refusal is due to a documented hardship or request for reasonable accommodation, the applicant’s place on the waitlist may be preserved.
- If no reasonable cause is provided, the applicant may be required to reapply to be considered for future housing.



Over-Housing in Accessible Units

If there are no eligible current tenants or applicants requiring the accessible features of the unit, Housing Kitsap may assign the unit to a household that would otherwise be over-housed, provided the household requires the accessible features and no appropriately sized household is available.

Offering Accessible Units to Non-Disabled Households

If there are no eligible applicants or current tenants who require the features of the accessible unit — including those who may be over-housed — the unit may be offered to a household without a disability, with the following condition:

The household must agree, as part of the lease agreement, to relocate to a non-accessible unit within thirty (30) calendar days if:

- A qualified applicant or existing tenant with a disability requires the accessible unit, and
- A non-accessible, comparable unit becomes available.

This provision is included in the lease and explained to all non-disabled households offered an accessible unit.

Accessible Unit Refusal without Good Cause – Exception

Applicants who have indicated a verified need for a mobility-accessible unit or a unit with auditory/visual accessibility features may decline offers for units that do not include those required features without losing their position on the waitlist.

This exception ensures that individuals with disabilities are not penalized for refusing a unit that does not meet their documented accessibility needs.

Annual Wait List Update

To ensure that the waitlist remains current and manageable, Housing Kitsap conducts an annual update of the waitlist for each property in accordance with USDA Rural Development requirements.

Mailing Method

Update notices will be sent to each applicant via first-class mail to the last known address on file. First-class mail is used for annual waitlist update notices.

Certified mail with return receipt is not required for annual waitlist updates but is used for formal notices of application rejection or adverse action (see "Application Denial and Notification Procedures").

Update Notice Contents

The update notice will ask each household to:

- Confirm continued interest in the property
- Update household contact or composition information if applicable
- Respond by the specified deadline



Failure to respond will result in removal from the waitlist, as detailed below.

Response Deadline

Applicants must respond in writing within ten (10) business days of the date on the update notice.

Responses may be submitted:

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

Returned Mail Procedures

- If the notice is returned with no forwarding address, the household will be removed from the waitlist.
- If the notice is returned with a forwarding address, Housing Kitsap will resend the update notice to the new address. The household will then have ten (10) business days from the re-send date to respond.

Failure to Respond and Reinstatement

Applicants who fail to respond by the deadline will be removed from the waitlist and issued a Notice of Adverse Action.

An applicant may be reinstated if:

- The failure to respond was due to Housing Kitsap error, or
- The applicant submits documentation of a qualifying hardship, including but not limited to:
 - Medical emergency
 - Financial hardship
 - Disability-related barrier
 - Circumstances protected under the Violence Against Women Act (VAWA)

Additional Reasons for Removal

Applicants may also be removed from the waitlist if:

- They decline a unit offer without good cause (see "Procedures for Selecting from the Waitlist")
- A change in household size places them outside the occupancy standards for the property

Notification of Status

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

- Been selected for immediate occupancy
- Been placed or retained on the waitlist
- Been rejected (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, or the amount required by the program's regulatory agreement (e.g., USDA-RD or HTF), 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 USDA-RD and HTF regulations.

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 waitlist.

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 waitlist.

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 waitlist 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, in accordance with USDA Rural Development regulations. For households with two pets, an additional \$50 refundable deposit may 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

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 50059 or RD 3560-8) 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 are required to complete an annual recertification of income and household composition as a condition of continued occupancy and rental assistance eligibility. If a tenant fails or refuses to complete the recertification process by the required deadline, Housing Kitsap will charge the full Note Rate Rent for the assigned unit, as required by USDA Rural Development regulations.

Tenants will receive written notice of this change in rent in accordance with USDA-RD notification requirements. The increased rent will remain in effect until the required recertification is completed and eligibility for rental assistance is re-established.

Unit Inspections and Lease Compliance

Frequency: Housing Kitsap conducts unit inspections to ensure health, safety, and maintenance standards are upheld in compliance with USDA-RD and HTF program requirements. Inspections are typically conducted annually, but may occur more frequently based on property needs, tenant-reported concerns, or lease enforcement issues. Tenants are required to allow reasonable access for these inspections as a condition of their lease.

Notice of Inspection: Tenants will be given reasonable advance notice, at least 48 hours, before any scheduled inspection unless it is an emergency.

Follow-Up Inspections: If deficiencies or lease violations are noted during an inspection, Housing Kitsap may schedule a follow-up inspection to verify that the issues have been resolved. Failure to correct noted violations may result in lease enforcement actions, including notices of non-compliance.

Move-In and Move-Out Inspections: A joint inspection will be completed at both move-in and move-out. During these inspections, the condition of the unit will be documented using a standardized form signed by both the tenant and management. This helps establish a clear record of unit condition to prevent disputes over damage or responsibility for repairs.

Reasonable Accommodation and VAWA Protections: Tenants with a disability or tenants covered under the Violence Against Women Act (VAWA) may request a reasonable accommodation regarding inspection scheduling or participation, as appropriate.

Reporting and Handling of Maintenance Issues

As part of their residency, tenants are expected to support the health, safety, and upkeep of their unit and community. Residents must promptly report maintenance issues through the designated work order process and allow access for necessary repairs, inspections, and preventative maintenance. In



non-emergency cases, Housing Kitsap will provide at least 48 hours' written notice before entering a unit. Residents are responsible for securing pets during maintenance visits and may be charged for damages beyond normal wear and tear. Active cooperation with maintenance procedures ensures safe, quality housing for all residents.

Response Time and Resident Responsibility: Housing Kitsap will respond to maintenance requests based on the severity of the issue. Emergency work orders—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 a clean, sanitary, and safe condition 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 a 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 waitlist.

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, including income, household size, and any applicable restrictions under USDA-RD and HTF regulations.

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 unless otherwise stated in the lease. Late or missed payments may result in late fees, lease violation notices, and potential initiation of termination proceedings, as permitted by USDA-RD, HOME, and HTF program regulations. 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 USDA-RD and 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 a 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, a 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 USDA-RD and 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, Washington State landlord-tenant law, and USDA Rural Development guidelines, 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. If a live-in aide resides in the unit, they will be allowed to remain for the shorter of 15 calendar days or the expiration of prepaid rent, in accordance with USDA-RD rules.
 - b. If an executor or responsible party is identified, they will be allowed the greater of 15 calendar days or the expiration of prepaid rent to retrieve belongings and vacate. If no responsible party can be found, the unit will be considered abandoned and handled per Housing Kitsap procedures.

Notice and Due Process: Housing Kitsap will issue a written Notice of Termination in accordance with USDA-RD HB-2-3560, Chapter 6.11, 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 HUF Form 5382 Certification;
4. The right to request a reasonable accommodation; and
5. 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 may be placed under or through the door or 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) and USDA Rural Development Handbook HB-2-3560, Chapter 6, 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

For USDA-RD and HTF-assisted properties, 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:

- For USDA-RD properties and HTF-funded properties, tenants must provide at least 30 days' written notice before vacating the unit.
- The 30-day period begins on the date the notice is received by Housing Kitsap, not the date the tenant submits or sends it.
- The vacate date must fall at the end of the rental period unless otherwise approved in writing.

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) and meets the requirements of USDA-RD Handbook HB-2-3560, Chapter 6 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 USDA-RD HB-2-3560 Chapter 6 and Washington State landlord-tenant law.

IX. Grievance Procedure

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



Request for an Informal Hearing

The process must begin with a request for an informal hearing after receiving a 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 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 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 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

Housing Kitsap will notify the applicant of its final decision, including a brief statement of the reasons for the final decision. In rendering a decision, Housing Kitsap will evaluate the following matters:

- The validity of grounds for denial of admission.
- The validity of the evidence. The hearing officer will evaluate based solely and exclusively upon the supporting documents and evidence provided to prove the grounds for denial of admission.
- If the facts prove that there are grounds for denial, the decision to deny admission will be upheld.
- If the facts prove the grounds for denial, and the denial is discretionary, the Housing Kitsap hearing officer may recruit guidance from another Housing Kitsap hearing officer when making the final decision in approval or denial of admission.
- Housing Kitsap will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within ten (10) business days of the informal review, to the applicant and their representative, if any.
- If the informal review decision overturns the denial, processing for admission will resume.
- If the household fails to provide proper documentation or evidence for review, the denial of admission will stand, and the household will be so notified.

X. Record-Keeping and Reporting

Housing Kitsap maintains all records in accordance with applicable federal and state laws, 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,
- USDA-RD Handbook HB-2-3560,



- HUD and Washington State Department of Commerce (HTF/HOME) program requirements,
- And applicable privacy and data protection regulations.

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 and USDA-RD confidentiality 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 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

This policy clarifies Kitsap County Consolidated Housing Authority dba Housing Kitsap (HK)'s policy and procedures for the collection of rent and other charges; late charges and return check assessment; and rent collection processing, reconciliation, and monitoring. Collection of tenant charges is important to the viability of all Housing Kitsap communities and programs. Without a high and timely tenant rent collection rate, communities or programs will not cash flow. As a result of poor cash flow, Housing



Kitsap must reduce costs which may result in inadequate maintenance and the accelerated deterioration of the property. It addresses how residents must pay their monthly rent, how and when late charges are applied, and the consequences of late payment or non-payment of rent due.

This policy is consistent with the guidance of HUD's PHA Financial Management, the Revised Code of Washington (RCW) Residential Landlord-Tenant Act Chapter 59.18, and Housing Kitsap policies and procedures. Housing Kitsap is committed to enforcing this policy in compliance with Fair Housing Laws and the Affirmatively Furthering Fair Housing Act (AFFH).

It is the policy of Housing Kitsap to actively pursue timely and full collection of tenant charges due. Collection of tenant charges will be used to support the communities and programs from which the charge occurred. Cash will not be accepted as a form of payment. This policy applies to all programs and communities owned and managed by Housing Kitsap for which tenant charges are collected.

Rent Collection Goals

The rent collection policy is designed to achieve the following goals:

- Maintain Housing Kitsap resident accounts at a delinquency rate no more than 3%.
- Clarify the housing agency's policy concerning rent collection for Housing Kitsap residents and staff.
- Establish procedures for Repayment Agreements and retroactive rent charges.
- Streamline and simplify Housing Kitsap's eviction and legal process.

Rent Collection Procedures

The following rent collection procedures are described below.

- Collection of rent and other tenant charges,
- Late payment of rent and return check charges,
- Rent collection processing, and
- Rent collection monitoring and reconciliation.

Collection of Rent and Other Tenant Charges

The following procedures will be used for the collection of rent and other tenant charges.

- The initial payment (rent and security deposit) that the tenant makes when moving into the unit is to be made at the community management office and must be made with a cashier's check or money order.
- Subsequent rent payments, and other charges if applicable, are due and payable in advance, without notice, on the first day of each month.
- All payments must be made online, by check, money order, or certified cashier check. No cash payments will be accepted. A sign will be listed for public viewing at each site where a payment can be made indicating "No Cash Payments Will Be Accepted".



Rent Due Date

Rent is due on the first of each month. Housing Kitsap allows a four-day grace period (without penalty) as outlined in the lease agreement. Rent not received by the opening of business on the sixth (6th) of the month either paid in person or via the rent drop box will be considered delinquent.

Rent Collection Processing

Rent and other tenant payments will be processed according to the following procedures, which ensure secure, timely, and accurate collection and reconciliation of all tenant receivables.

Acceptable Payment Methods

- Tenants may make rent and other tenant charge payments via one of the following approved methods:
- Online via Yardi RENTCafé, using a resident login to securely submit payment through ACH (electronic check) or credit/debit card.
- Check or money order, submitted in person at the community management office, via drop box, or mailed to the property.
- Yardi CHECKscan, used to electronically scan and deposit checks received on-site directly into the bank account.

Cash payments are not accepted under any circumstances.

Daily Payment Processing Requirements

- All payments must be entered into Yardi Voyager the same day they are received or scanned.
- If a tenant requests a paper receipt, staff must use the Housing Kitsap Rent Receipt Form.
- Drop boxes must be checked daily by authorized staff.
- Property managers are responsible for completing the daily deposit and reconciling all payment activity.

Yardi CHECKscan and Deposit Process

- All physical checks must be scanned using Yardi CHECKscan for electronic deposit.
- The system will automatically log the date, amount, and associated tenant account information.
- The scanned deposit must be submitted to the bank the same business day.

Deposit Reconciliation

- A batch report must be generated from Yardi and attached to each deposit slip.
- A copy of the deposit slip, CHECKscan batch confirmation, and supporting reports must be submitted daily to the Finance Department.
- The Finance Department will verify the timeliness and accuracy of the deposit and ensure it matches software totals.

Same-Day Deposit Policy

All payments must be deposited on the same business day they are received. Housing Kitsap will not delay deposits at the tenant's request, regardless of fund availability.



Rent Collection Reconciliation and Monitoring

The PHA will follow the rent collection reconciliation and monitoring procedures outlined below.

During the monthly reconciliation process, total cash receipts reported in the software system will be compared to the actual deposits for accuracy and completeness. If the amounts do not match, the general ledger accountant will research the discrepancies and reconcile the two amounts.

The Senior Accountant shall review the bank reconciliation to determine whether deposits from the project managers are made timely. Issues, if any, will be reported to the Finance Director

As part of the monitoring process, a past due report will be printed from the software system and the property manager will review outstanding balances to ensure that all rents have been posted and that outstanding balances have been addressed.

Application of Tenant Payment

Payments received from tenant shall be applied to the tenant's account balance per RCW 59.18.283. Housing Kitsap must apply payments to the tenants account in the following order of priority:

1. Rent
2. Late Payments
3. Damages
4. Other Fees, Including Attorneys' Fees

If two or more charges exist from the above four listed causes, payment shall be applied to the oldest debt first.

Application Of Credit Balances

Credit balances will be applied against future rent charges as they become due and payable.

Late Payment of Rent and Return Check Charges

Windsong Apartments there is a late fee \$10.00 or 5% of the Tenant Contribution, whichever is greater charged after the 10th of the month.

Non-Sufficient Funds (NSF) Fee

The Non-Sufficient Funds (NSF) fee assessed to the tenant by Housing Kitsap will be the amount Housing Kitsap is charged by the bank.

If the tenant fails to pay the full amount of rent due for the month by the 10th of the month, a 30-Day Notice to Pay Rent or Vacate will be issued to the tenant demanding that payment be made in full or the surrender of the premises at the expiration of the 30 days.



A charge will be assessed for checks returned for insufficient funds and the tenant will not be allowed to pay by personal check for a period of 6 months. A second occurrence of the tenant submitting an invalid check will result in the tenant being denied the privilege of paying by personal check for 1 year; a third invalid check during the term of the resident's tenancy will deny a tenant the privilege of paying by check indefinitely. If the check is not honored by the close of business on the 10th day of the month, the rent will be considered unpaid, and the tenant is subject to late charge fees. This policy applies to the entire term of the residency at any Housing Kitsap community.

This policy does not reset at any point during the household's residency with Housing Kitsap. The date of the last NSF would be the date used to apply the term outlined above.

Security Deposit Payment

Security deposit payments must be paid in full at time of move in. A security deposit will be collected as designated by the community program and as indicated by the lease agreement. Per RCW 59.18 if the household is unable to pay the full amount at move in, Housing Kitsap will offer a repayment or installment plan. The security deposit will not be decreased at any time during the tenancy.

Transferring of Security and Pet Deposits

Security and pet deposits will only be transferred when the transfer is result of an approved Reasonable Accommodation request.

Moving from one Housing Kitsap Owned Property to a Different Housing Kitsap Owned Property

Deposits or credits will not be transferred between properties.

Other Charges

All additional charges for maintenance and repair, special services, excess consumption utility charges, and additional (special) extermination charges, late fees, insufficient funds fees, or other charges will be due and payable in accordance with the following schedule:

Maintenance or Repair Charges: Charges for maintenance and repairs are due and payable the first day of the second (2nd) month following the month in which the charges are billed. The tenant will be charged for all charges, other than for normal or ordinary wear and tear, for the repair of damages to the dwelling unit or to the development (including damages to development buildings, facilities, or common areas) caused by the Tenant, a member of the household, or a guest. A determination of costs will be made based on time and materials required for the repairs. A work order or statement with the identified charges will be provided to the tenant for each charge.

Extermination Charges: Treatments for any infestation will be the responsibility of the tenant. The tenant shall be provided instruction in the prevention of further infestation and the unit shall be treated and cleared by the PMP (Pest Management Professional). Extermination charges are due and



payable the first day of the second (2nd) month following the month in which the services or costs are incurred.

NOTE: In cases of tenant caused damages resulting in an insurance claim, the tenant shall be charged the deductible cost that is applicable to the current Housing Kitsap insurance carrier.

Excess Utility Consumption Charges: Excess utility consumption charges are due and payable the first day of the second (2nd) month following the month in which the Housing Kitsap calculates the billing. Notification will be sent to the tenant as to the amount due.

Payment Agreement Policy

When a tenant owes a debt to Housing Kitsap—such as unauthorized assistance, damages, or other charges—and is unable to pay the full balance by the due date, they may request to enter into a repayment agreement. Approval of such an agreement is at the discretion of Housing Kitsap and requires mutual agreement on payment terms.

The repayment agreement must be in writing, signed by both the tenant and Housing Kitsap, and must clearly specify:

- The total amount owed
- The reason for the charge
- The monthly payment amount
- The due date for each payment
- The consequences of missed payments

According to HB-3-3560, Chapter 9, repayment agreements should be reasonable based on the tenant's financial situation, ensuring that the payment amount does not cause undue hardship. Generally, the monthly repayment amount should not exceed ten percent (10%) of the tenant's monthly adjusted income, unless the tenant agrees to a higher amount.

Failure to comply with the terms of the repayment agreement may result in termination of tenancy and/or legal action to recover the balance owed, as detailed in HB-2-3560, Chapter 6.

Debts Owed

All voucher holders leaving Housing Kitsap owing money shall be reported in the Enterprise Income Verification (EIV) system of HUD under DEBTS OWED. The account shall be turned over to the Credit Bureau when no payments have been received in a 30-day period. Any DEBT OWED to a Housing Authority that remains unpaid may prevent future participation in a rental assistance program administered by a Housing Authority.



XIII. Plan Review and Updates

Continuous Review Process

Housing Kitsap is committed to maintaining fair, consistent, and legally compliant policies that support the equitable selection and continued occupancy of tenants in its federally assisted housing programs. To ensure that the Tenant Selection and Continued Occupancy Policy (TSCOP) remain aligned with federal regulations, state laws, and evolving community needs, Housing Kitsap will conduct a continuous review process to assess the effectiveness and compliance of this policy.

The continuous review process includes:

Annual Internal Policy Review: Housing Kitsap will conduct an annual evaluation of the TSCOP policy, ensuring compliance with regulations from the U.S. Department of Housing and Urban Development (HUD), the Fair Housing Act, and other applicable laws.

Monitoring of Legal and Regulatory Changes: Housing Kitsap will review updates to federal, state, and local regulations affecting tenant selection and occupancy to ensure prompt policy adjustments.

Performance Monitoring: Housing Kitsap will analyze tenant selection outcomes, appeals, and complaints to identify patterns that may require policy adjustments to ensure fairness, prevent discrimination, and enhance housing stability.

Findings from the continuous review process will inform amendments and revisions as necessary to maintain transparency, consistency, and compliance in Housing Kitsap's tenant selection and continued occupancy practices.

Amendments and Revisions

Housing Kitsap reserves the right to amend, revise, or update the Tenant Selection and Continued Occupancy Policy (TSCOP) as needed to reflect changes in federal regulations, state laws, judicial rulings, operational improvements, or emerging best practices in housing management. Policy amendments may be initiated based on:

1. **Federal and State Compliance Updates** – Any changes in HUD regulations, the Fair Housing Act, the Violence Against Women Act (VAWA), the Americans with Disabilities Act (ADA), or Washington State landlord-tenant laws that necessitate revisions to the TSCOP.
2. **Operational Adjustments** – Modifications to enhance administrative efficiency, address gaps in policy, or ensure fair and equitable tenant selection and continued occupancy.
3. **Board-Approved Policy Changes** – Recommendations by Housing Kitsap's Board of Commissioners or executive leadership to improve the clarity, fairness, or effectiveness of the policy.

All policy revisions will be documented, and an updated TSCOP version will be made publicly available.



Changes affecting eligibility, screening criteria, occupancy standards, or termination policies will be communicated to applicants and residents in a timely manner.