

HOUSING AUTHORITY OF THE CITY OF SEATTLE

MANUAL OF OPERATIONS

SUBJECT: Leasing and Occupancy

SCOPE: This policy shall apply to all public housing programs administered by the Seattle Housing Authority. Where there are partnership agreements, regulatory agreements and/or financial agreements that have been incorporated into a management plan, these documents shall take priority.

POLICY:

The Seattle Housing Authority is committed to complying with all federal, state and local laws and with the rules and regulations governing landlord-tenant relations, and Fair Housing and Equal Opportunity in Housing.

SHA shall operate and administer the programs for the purpose of providing dwelling rental units to Low-Income persons. Policies regarding Leasing and Occupancy are established by the SHA Board of Commissioners, within the framework of its Mission, Values, and Guiding Principles.

IMPLEMENTING POLICY:

A. Dwelling Lease:

To the fullest extent possible, landlord-resident obligations shall be included in the Terms and Conditions of the contract document - hereafter referred to as the Dwelling Lease and the House Rules. The head of household and an authorized member of the staff on behalf of the Seattle Housing Authority shall execute the Dwelling Lease. The Dwelling Lease shall provide the basis for the establishment of sound landlord-resident relationships with equitable standards of protection for both the resident and the Housing Authority.

The initial term of the dwelling lease shall be one year and automatically renew annually, as provided by U.S. Department of Housing and Urban Development (HUD) regulations.

Modifications to the Dwelling Lease, rules, policies, and other schedules may be made from time to time. SHA will provide residents with a written notice of and an opportunity to comment on any proposed modifications, if originated by SHA, at least thirty (30) days prior to the time the modifications are to be effective. Residents shall be provided notice of rulings by the courts and changes in the law, which affect the Dwelling Lease, and given an opportunity to comment if SHA has control over the change. Any modification may be accomplished by a written rider to the Dwelling Lease executed by both parties.

B. Security Deposit:

A security deposit shall be required of all residents occupying units in the public housing program. The security deposit shall be available at the time a resident vacates to apply against delinquent rent, unpaid excess utility charges, unpaid legal charges, unpaid

miscellaneous and sundry charges, excessive wear and tear on Housing Authority-owned furnishings or equipment, or damages to property while in the custody of the resident.

Security deposits shall be considered a trust, and the fund to which such monies are deposited shall be used only for the purposes indicated above. The Housing Authority's sole responsibility shall be the crediting of the initial deposits to the resident's account at time of vacate. The Director of Finance and Administration shall be responsible for handling security deposits in a manner consistent with the best accounting practices and the law.

Required fees and deposits shall be reasonable and of such amounts that they will not act as a deterrent to applicants in the lower income brackets. Where the Housing Authority considers the possibility of damage to be likely or the cost of returning a vacated unit to SHA's standard may exceed the average costs, an additional deposit may be collected. Those circumstances include, but are not limited to: additional security devices deposit, and pet deposit.

No interest shall be paid the resident on the security deposit while held by SHA.

C. HUD's Enterprise Income Verification (EIV) System.

SHA is required to use HUD's EIV system in its entirety for all new move-ins. SHA shall use EIV data to validate the new residents reported income and identity no later than 90-days from the date of move-in. Residents may dispute the accuracy of EIV's data at which time SHA will pursue third-party verification directly from the income source in dispute.

D. Charges during Occupancy

SHA shall impose charges during occupancy, to include but not limited to:

- Fee for checks returned for Insufficient Funds.
- Damage to the unit or common areas caused by any household member, pet or visitor.
- Special management services such as responding to lock-out calls, providing extra keys.
- Court filing, Attorney, and Sheriff fees.

E. Unit Inspections

At the time the lease is executed, the unit shall be inspected and the condition of the unit stated in written form. This form shall be signed by the resident and by management. Upon vacate, management will inspect the unit and give, within the period required by State Law, the resident a written statement of the charges, if any, for which the resident is responsible. The resident may request to accompany staff on the inspection.

Management shall maintain the buildings and common areas and grounds in a decent, safe, and sanitary condition in conformity with SHA standards and the requirements of local housing codes. In-unit smoke detectors will be tested at minimum, once a year. The type and frequency of inspections shall be in accordance with Manual Section M10.2-2.

F. Transfers

All transfer requests shall be processed in accordance with Manual Section L12.5-1.

G. Termination of Tenancy

The resident or SHA may terminate the lease by giving notice in writing of the intention to terminate. The resident is required to give SHA notice in writing at any time not less than twenty (20) days before the expiration of the term of the lease. SHA shall give the resident notice in writing of its' intention to terminate of not less than three (3) days in case of failure to pay rent; a reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance of a nuisance or a threat to the health or safety of other residents, employees or agents of SHA or service providers; ten (10) days in the case of breach of the lease and not less than twenty (20) days in all other cases. (See Manual Section L.12.4-1)